

AGREEMENT

Between

THE CITY OF MIDDLETOWN

-and-

**LOCAL 466, COUNCIL #4
AFSCME, AFL-CIO**

July 1, 2022 to June 30, 2025

TABLE OF CONTENTS

PREAMBLE	1
ARTICLE 1 - RECOGNITION	1
ARTICLE 2 - NON-DISCRIMINATION	3
ARTICLE 3 - MANAGEMENT RIGHTS	3
ARTICLE 4 - UNION SECURITY AND PAYROLL DEDUCTION	4
ARTICLE 5 - HOURS OF WORK	5
ARTICLE 6 - OVERTIME.....	9
ARTICLE 7 - VACATIONS AND HOLIDAYS	14
ARTICLE 8 - DISCIPLINARY PROCEDURE.....	16
ARTICLE 9 - WAGES	20
ARTICLE 10 - SENIORITY	22
ARTICLE 11 - LAYOFFS.....	23
ARTICLE 12 - VACANCIES	24
ARTICLE 13 - TRAINING	27
ARTICLE 14 - HIRING AND PROMOTIONS.....	27
ARTICLE 15 - GRIEVANCE PROCEDURE	28
ARTICLE 16 - STRIKE-LOCKOUT.....	30
ARTICLE 17 - SICK LEAVE	30
ARTICLE 18 - SPECIAL AND PERSONAL LEAVE.....	33
ARTICLE 19 - HOSPITALIZATION, MEDICAL, SURGICAL AND LIFE INSURANCE	37
ARTICLE 20 - PENSIONS	40
ARTICLE 21 - UNIFORMS AND CLOTHING.....	42
ARTICLE 22 - SAFETY EQUIPMENT AND/OR REGULATIONS.....	42
ARTICLE 23 - TUITION REIMBURSEMENT	42
ARTICLE 24 - PRIOR PRACTICES	43
ARTICLE 25 - SAVINGS CLAUSE	43
ARTICLE 26 - SANITATION COLLECTION SERVICES	43
ARTICLE 27 – DRUG TESTING.....	44
ARTICLE 28 – MODIFIED DUTY	45

ARTICLE 29 - DURATION.....	47
ARTICLE 30 – MISCELLANEOUS.....	47
SIGNATURE PAGE.....	48
APPENDIX A – LOCAL 466 JOB CLASSIFICATION BY LOCATION & GRADE ORDER	49
APPENDIX B – WAGE SCHEDULE	53
APPENDIX C – MEDICAL PLANS	57

PREAMBLE

This Agreement is entered into by and between the City of Middletown, Connecticut, hereinafter referred to as the “City” and Local #466 of Council #4 of the American Federation of State, County, and Municipal Employees, AFL-CIO, hereinafter referred to as the “Union”. This Agreement has as its purpose the promotion of harmonious relations between the City and the Union; the creation of employment conditions that enable the City and its employees to serve the public effectively and efficiently; the establishment of an equitable peaceful procedure for the resolution of differences; the creation of an environment in which the City and the Union can cooperate to achieve their joint objectives, including the use, as appropriate, of joint labor-management committees; and the establishment of rates of pay, hours of work and other conditions of employment.

ARTICLE 1 RECOGNITION

SECTION 1 The City recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining on matters of rates of pay, wages, hours, grievances and other conditions of employment for those positions set forth in Appendix A, which may be amended with new positions and/or modified job titles/duties during the term of the contract in accordance with state and local law. It is agreed to define employees in the following categories:

- (A) A Full-time Employee is an employee who works either 35 to 40 hours per week on a regular basis depending on the hours established for the particular position class for at least eight (8) consecutive months out of a 12 month period.
- (B) A Regular Part-time Employee is an employee who works 15 or more hours per week for a least eight (8) consecutive months out of a 12-month period. These positions are bargaining unit positions as specified in the bargaining agreement.
- (C) Part-time Employees are employees who work less than 15 hours per week. Part-time employees shall not be used to replace full-time positions and shall not perform bargaining unit work. These employees are excluded from the provisions of the bargaining agreement.
- (D) Temporary Employees are persons who are employed to conduct a temporary or special inquiry, task, study or investigation or to fill positions that are vacant due to the absence of a regular employee or to supplement the regular workforce during times of extreme workload. Temporary employees cannot be used to replace regular employees on a permanent basis. No temporary employee used to fill a vacant position or supplement the regular workforce will be continued on the payroll for a period in excess of ninety (90) days in any one department subject to extension in individual cases by agreement of the parties unless the temporary employee(s) is being used to cover a vacancy through an administrative leave, FMLA, worker’s compensation, or an approved leave under this contract in which case a temporary employee(s) will be allowed for the entirety of that vacancy.

***For ease of reference, members receive the following categories of benefits (note: this list is intended as a guide only and may not be all-inclusive, see appropriate sections for the full description of benefits):

A) Full-time employees (35-40 hours):

Benefits Eligible For:

- 1) Pension (except that such benefits are not provided to school cafeteria employees);
- 2) Sick Time;
- 3) Vacation Time;
- 4) Personal days;
- 5) Holiday pay (subject to the limitations set forth under Article 7, Section 5);
- 6) Health Insurance; and
- 7) Life Insurance

B) Employees working 20 to 34 hours per week:

Benefits Eligible For:

- 1) Sick Time;
- 2) Vacation Time in accordance with Article 7
- 3) Holiday Pay (subject to the limitations set forth under Article 7, Section 5);
- 4) Health Insurance; and
- 5) Life Insurance

Benefits Not Eligible For:

- 1) Pension; and
- 2) Personal Days

C) Employees working under 20 hours:

Benefits Eligible For:

- 1) Sick Time;
- 2) Holiday Pay (subject to the limitations set forth under Article 7, Section 5); and
- 3) Life Insurance

Benefits Not Eligible For:

- 1) Pension;
- 2) Vacation Time;
- 3) Personal Days; and
- 4) Health Insurance

SECTION 2 The Union recognizes the Mayor, or his/her designated representative, as the sole representative of the City of Middletown for the purpose of collective bargaining. The parties further agree to bargain in good faith with the Mayor or his/her designated representative on all matters relating to wages, hours and other conditions of employment.

SECTION 3 Each new employee in a bargaining unit position shall serve a probationary period of one hundred and twenty (120) working days, except for civilian dispatchers in the Central Communications Department, who will serve a one hundred eighty (180) working day probationary period. The probationary period shall begin on the first day of work. Such probationary employee, during the probationary period, shall not have the right to the grievance process provided in this contract.

SECTION 4 No agreement(s), memorandum(a), or settlement(s) between the City and any members of the bargaining unit with regard to wages, hours or other terms and conditions of employment shall be entered into or considered binding on any party unless it is/they are made pursuant to a written agreement with the Union and/or is/are signed by an authorized representative of the Union.

ARTICLE 2 **NON-DISCRIMINATION**

SECTION 1 The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination because of age, sex (including pregnancy), marital status, race, color, religious creed, ancestry, sexual orientation, transgender status, gender identity or expression, learning disability, physical disability or blindness, present or past history of mental disability, intellectual disability, genetic history, criminal record (unless the provisions of 46a-80(b) or 46a-81(b) of the Connecticut General Statutes are controlling or there is a bona fide occupational qualification excluding persons in one of the above protected groups), military or veteran status national origin, political affiliation, or Union membership.

SECTION 2 All pronouns used in this Agreement are used merely for convenience. It is understood that the reference to any pronoun refers to all genders and to non-binary individuals.

ARTICLE 3 **MANAGEMENT RIGHTS**

SECTION 1 It is the right of the City, acting through its departments and agencies, except as otherwise abridged or modified by any provision of this Agreement, to determine the standards of services to be offered by its departments and agencies; determine the standards of selection for employment; direct its employees; issues rules, regulations, and policies; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of governmental operations; determine the methods, means and personnel by which the City's operations are to be conducted; determine the content of the job classifications, after consultation with the Union; exercise complete control and discretion over its organization and the technology of performing its work; and fulfill all of its legal responsibilities. The aforesaid rights, responsibilities and prerogatives are inherent in the Common Council and the Mayor by virtue of statutory and charter provisions and cannot be subject to any grievance or arbitration proceeding except as specifically provided for in this Agreement.

SECTION 2 In order to carry out any of the rights reserved to management pursuant to this Article, the employer may promulgate rules and regulations to be adhered to by bargaining unit

employees. To the extent that the promulgation of such rules has an impact on working conditions, the parties shall negotiate about said impact as required by MERA.

ARTICLE 4
UNION PAYROLL DEDUCTION AND DIRECT DEPOSIT

SECTION 1 Each employee shall have and be protected in the exercise of the right to join and remain a member of the Union free from interference, restraint or coercion.

SECTION 2 All employees in the bargaining unit may join the Union on the sixtieth (60th) day following their initial date of hire. All employees wishing to join the Union shall sign payroll deduction cards authorizing the deduction of dues or fees no later than the sixtieth (60th) day following their hire date. The Union shall provide all signed payroll deduction cards to the City's payroll and HR offices upon receipt.

Should a bargaining unit member approach the City or its agents to terminate or modify his or her contractual relationship with the Union, the City will direct the employee to communicate such intent directly with the Union. The Union shall report any termination or modification of the relationship between a member and the Union to the City's payroll and HR offices within fifteen (15) days of the occurrence.

SECTION 3 The City agrees to deduct from the pay of all employees who authorize the City to do so such membership dues and initiation fees as may be uniformly assessed by the Union. Union dues are subject to upward or downward change, which is exclusively decided by the Union. When an employee does not have sufficient money in their paycheck to cover said dues or fees, Union dues will be deducted in the first dues deduction pay period in which the employee has sufficient funds to make such payments.

SECTION 4 The deduction for each and any month shall be made on a schedule established by the City and shall be remitted to the Union in the form of a check together with an alphabetized list of names of employees from whose wages such deductions have been made, as soon as practical, but not later than the last day of the same month. Any obligation the City has with respect to the collection and delivery of the deductions referenced herein terminates upon delivery of the deductions to the Union.

SECTION 5 This Article shall apply to such employees only as long as they remain within this bargaining unit.

SECTION 6 The Union agrees to indemnify and hold harmless the City for any loss or damage arising from the operation of this section. It is also agreed that neither any employee nor the Union shall have any claim against the City for any such deductions made or not made, as the case may be, unless a claim of error is made in writing to the City within sixty (60) calendar days after the date such deductions were or should have been made.

SECTION 7 The City agrees to deduct from the wages of any employee who is a member of the Union a voluntary PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the City and the Union. The City agrees to remit any

deductions made pursuant to this provision promptly to the Union along with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

SECTION 8 Upon request, but no more than four times a year, the City will submit information on employees represented by the bargaining unit in the format of an excel spreadsheet to the Union via a secure upload site to be provided by the Union. The spreadsheet will contain the following information for all employees represented by the bargaining unit: employee's name, job title, and date of hire.

SECTION 9 Union members will receive all paychecks and any other payments owed to them by the City via direct deposit. All members will be required to fill out the necessary direct deposit authorizations within thirty (30) days after ratification of this Agreement if not already on file with the Payroll Division of the Finance Department.

ARTICLE 5 **HOURS OF WORK**

SECTION 1 The regular workweek for employees in the bargaining unit shall be forty (40) hours, except for some administrative and clerical employees who shall work thirty-five (35) hours per week. The work schedule shall be Monday through Friday.

SECTION 2 The regular hours for employees working a 40-hour week shall be 7:00 a.m. to 3:30 p.m. over a period of five (5) consecutive days of eight (8) continuous hours exclusive of lunch periods, with a half hour for lunch.

SECTION 3 The regular hours for employees working a 35-hour week shall be between 8:00 a.m. to 5:00 p.m. over a period of five (5) consecutive days of eight (8) continuous hours inclusive of lunch periods, with one (1) hour for lunch.

SECTION 4

- (A) Police and Fire Department employees' regular working hours will be determined by the Chiefs of the Departments and shall be consistent with the efficient operation of the Police and Fire Departments and the provisions of this Agreement.
- (B) Bargaining unit employees shall not be required to find their own replacements when requesting sick leave or unforeseen personal leave. Each department shall designate a contact person to arrange for coverage of absent employees as needed.

SECTION 5 Regular part-time employees shall work less than thirty-five (35) hours, but at least fifteen (15) hours or more per week for at least eight (8) consecutive months out of a twelve (12) month period.

SECTION 6 Present work schedules may be modified by mutual agreement between the City and the Union.

SECTION 7 The City will not schedule split shifts or shifts which provide for other than five (5) consecutive work days unless agreed to by the Union. Any proposed changes in the split shifts or the rotating split schedules on a seven (7) day basis that have been mutually agreed to must be approved by the Union before the changes are put into effect, provided that the City shall have the right to change such schedules to normal shifts. Any split shifts or split schedules agreed to will be defined in a memorandum of understanding.

SECTION 8 Temporary, and seasonal employees in any department are employed to provide services of an intermittent or seasonal nature for a duration not to exceed ninety (90) days unless the temporary employee(s) is being used to cover a vacancy through an administrative leave, FMLA, worker's compensation, or an approved leave under this contract in which case a temporary employee(s) will be allowed for the entirety of that vacancy.

SECTION 9 A morning coffee break not to exceed fifteen (15) minutes in duration, reasonably scheduled to cause the least interruption in departmental procedures, and shall be allowed to all employees.

SECTION 10 An employee called in for work outside of his regularly scheduled working hours shall be paid a minimum of two (2) hours at the applicable overtime rate. This provision applies only when such call back results in hours worked which are not annexed consecutively to one end or the other of the working day.

SECTION 11 Shifts now in existence are to continue as a right with the Union and the City to agree on what such shifts are. If such shifts require additional employees, and none volunteer, the City may assign employees to such shifts in the inverse order of seniority, after consultation with the Union.

SECTION 12 The City shall have the right to establish and maintain new and additional work shifts within City departments provided such shifts consist of scheduled working hours of eight (8) consecutive hours, but not less than seven (7) consecutive hours, Monday through Friday, on a permanent twelve month basis and provided that the City may assign only individuals who are appointed to positions knowing they are to be assigned to such shifts or who volunteer to be so assigned to such shifts

SECTION 13 Notwithstanding any provisions of this Agreement to the contrary, the hours of work for one of the Park Maintainer I position in the Parks Maintenance Division of the Department of Public Works will be 2:30 p.m. to 10:30 p.m.

SECTION 14 Regular hours of work for civilian dispatchers shall provide shifts of eight (8) consecutive hours a day, inclusive of a one-half hour paid lunch period, and a fifteen (15) minute coffee break. The parties agree to continue the fifty-six day rotation currently in existence. Individual employees may "swap" up to 20 work days or 160 hours per fiscal year with the approval of the Department Head, which approval shall not be unreasonably denied. In addition, the City has the ability to establish a no show swap policy to curb abuse of this benefit. Civilian Dispatchers shall have their shift assignments posted sixty (60) days in advance. Civilian dispatchers who work the evening shift (4:00 p.m. to 12:00 a.m.) and midnights (12:00 a.m. to 8:00 a.m.) will receive a shift differential of .50 cents per hour. To the extent that this Section

contradicts any language in the MOUs attached to this contract, the language of this Section shall control.

SECTION 15 It is recognized that when any administrative or clerical position becomes vacant the City has the right to designate such position as either a 35 (“B” Schedule) or 40 (“A” Schedule) hour position before filling the position.

SECTION 16 Flex time shall be granted as follows to members of the bargaining unit:

- (A) An employee may change his/her work hours with the mutual agreement of the Department head and the approval of the Mayor. Such change in hours must be consistent and for not less than one (1) week.
- (B) All flex time requests must be submitted to the Mayor, in writing, at least forty-eight (48) hours prior to the start of the modified hours.
- (C) Flex time may not be utilized to avoid charging sick, vacation or personal time. Flex time may not be used on intermittent days.

SECTION 17 The position of Youth Worker shall be authorized to work a flexible work schedule based upon forty (40) hours per week in order to be available to the community at large during non-traditional work hours. The flex hours for this position shall allow the employee to work split shifts to accommodate evening meetings and programs. Requests for non-traditional hours by the supervisor cannot exceed three (3) per month and must be preceded by a minimum two (2) week advanced notice. The employee may on his or her own agree to additional evening, weekend, or requests with less than two (2) weeks’ notice may occur, but is not required to under this Agreement. Flex hours for the Youth Worker position shall be approved by the immediate supervisor and the requests shall not be unreasonably denied. Said flex time must be used within fourteen days (14) of receiving. Any flex time not used in accordance with this section will be forfeited.

SECTION 18 The weekly stipend for all union members who are employees of the Water & Sewer Departments and are required to wear a pager and be subject to call shall be three hundred dollars (\$300.00). For all new employees hired on or after July 1, 2004 the weekly stipend shall be one hundred and fifty (\$150.00). If an employee, for any reason, is required to wear a pager and be subject to call a portion of a week, then that employee will be compensated at the rate of one-seventh (1/7th) of three hundred dollars (\$300.00) or forty-two dollars and eighty-six cents (\$42.86) and one seventh (1/7th) of one hundred and fifty dollars (\$150.00) or twenty-one dollars and forty-two cents (\$21.42) for employees hired on or after July 1, 2004 for each day that the employee was required to wear a pager and was subject to call. Employees who are employed by the Water & Sewer Department as of July 1, 2004 shall continue to receive the three hundred (\$300.00) stipend even in the event that they transfer to promotional positions within the division. New hires are defined as employees who come into the division from outside recruitments after July 1, 2004 or employees who transfer from other City divisions into the Water & Sewer division after July 1, 2004.

- (A) All Union members who are employees of the Water & Sewer Departments and who are eligible, as determined by the immediate supervisor, to wear a pager and be subject to

call, will self schedule themselves for the weekly subject to call rotation under the direction of the immediate supervisor. All eligible Union members will be able to self schedule themselves on the available weekly subject to call rotation four weeks into the future from the schedule currently in effect at that time. Any switching of the week scheduled by an employee with another employee must be reported to that employee's immediate supervisor and recorded. If the Union members fail to self schedule for all of the available weekly subject to call rotation in the manner prescribed, as may be amended by the parties, or find an employee with which to switch on a scheduled week, the Director or his/her designee will order the least senior eligible employee, having the greatest interval since last serving as the subject to call employee, to be the subject to call employee for the unscheduled week or part thereof. It is hereby agreed and understood by and between the parties that the subject to call rotation is not required to be equalized among the members of the bargaining unit who hold the same job classification within the Water & Sewer Departments as required with overtime under Section 2 of Article VI of the current Collective Bargaining Agreement between the parties.

- (B) All Union members who are not eligible for the available subject to call in their respective division will be trained to be eligible for the available subject to call rotation. One Union employee within the Sewer Department will be eligible each week for the available subject to call rotation in that division. It is understood and agreed that the Union employees working within Sewer Maintenance of the Sewer Department will be trained to be able to respond to issues within the Sewer Plant operations and likewise the Sewer Plant Operators will be trained to respond to issues within sewer maintenance operations while that employee is the eligible person on the subject to call rotation.
- (C) All Union members who are assigned a computer while required to be the employee subject to call shall be paid an additional weekly stipend of twenty-five dollars (\$25.00) or one-seventh (1/7th) of twenty-five dollars (\$25.00) or three dollars and fifty-seven cents (\$3.57) for each day that the employee was required to be subject to call and assigned a computer for on-line time to assess alarms. An employee will not be eligible for overtime unless that employee must physically report to the City's facilities. The Union employees assigned a City computer will be required to follow the City's Computer Use Policy and to sign a statement that the employee has received a copy of the same.
- (D) Union employees who are subject to call will be assigned telecommunications equipment during the period that that employee is subject to call. The assigned equipment may include but is not limited to a pager and/or cellular telephone. The employee is responsible for the care and custody of the assigned equipment and shall ensure that such equipment is charged and is available at all times during the period that the employee is subject to call. Union members assigned a cellular telephone, while required to be subject to call shall execute the Cellular Phone Use Policy.
- (E) From time to time, the City may require that a second (2nd) employee within the Water Sources division of the Water & Sewer Departments, who is deemed to be eligible by holding the class license required for the water treatment facilities, to be a second (2nd) and subordinate responder to the employee who is required to be the subject to call employee. The second subject to call employee will be called only in the event that the

subject to call employee is incapacitated, incommunicado, or engaged in an emergency response which requires the assistance of the second subject to call employee or is required to respond to a second emergency at the water treatment facilities. When so designated, the second subject to call employee will be paid a weekly stipend of one hundred and fifty dollars (\$150.00) or, if required to work a portion of the week, at the rate of one-seventh (1/7th) of one hundred and fifty (\$150.00) or twenty-one dollars and forty-three cents (\$21.43) per day for each day that the second employee was required to be subject to call. Eligible employees will volunteer to be the second (2nd) subject to call responder. If no eligible employee volunteers, the Director or his/her designee shall direct the least senior eligible employee, having the greatest interval since last serving as the second subject to call responder to be the second subject to call responder for that week or part thereof.

ARTICLE 6 **OVERTIME**

SECTION 1 Time and one-half (1.5) the employee's regular hourly rate of pay shall be paid once on each day that the employee performs work under any of the following conditions:

- (A) all work performed in excess of eight (8) hours in any workday;
- (B) all work performed in excess of forty (40) hours in any workweek;
- (C) all work performed before or after any scheduled work shift regardless of the number of hours worked during the day or during the week provided, however, that employees on a scheduled seven (7) hour day shall receive straight time for the eighth (8th) hour and time and one-half thereafter and provided that those employees who work a thirty-five (35) hour week and are paid on a forty (40) hour week basis, shall receive no compensation if required to work the eight (8) hours on any given day or any hours during the scheduled work week in excess of thirty five (35) hours, but not more than forty (40) hours;
- (D) all work performed on Saturday or Sunday.

SECTION 2 Overtime shall be distributed equally amongst full-time employees who hold the same job classification within the division except in those situations in which the particular requirements of the job require that employees regularly performing the work should complete the particular assignment. Callback resulting in overtime shall be granted to the first qualified worker contacted according to the above procedure. Employees not contacted shall not be charged with overtime. A record of overtime hours worked by each employee in the bargaining unit shall be provided to the Union annually.

SECTION 3 Employees who do not avail themselves of the opportunity to work overtime shall be charged with the scheduled overtime on the overtime chart as though they had worked.

SECTION 4 Overtime work shall be given to employees in the following order:

- (A) Full-time, permanent employees;
- (B) Full-time, probationary employees;
- (C) Regular part-time, permanent employees;
- (D) Seasonal division employees.

SECTION 5 In emergency situations, including, but not limited to snow removal, employees will be required to work overtime. The determination of emergency situations will be the responsibility of the applicable Department Head.

(A) Snow and Ice Assignments

1. Annually, prior to November 1, the City shall designate those employees having a snow and ice control or removal assignment or related assignment. Employees whose normal duties are not related to snow and ice control or removal work shall not be designated for such assignment.
2. Where the City requires additional personnel for snow and ice control work, it shall poll its bargaining unit employees, other than those who have traditionally not had such assignments, prior to November 1 of each year to determine their willingness to volunteer for snow and ice control or removal work or related assignments. Each volunteer selected to work snow and ice control and related assignments shall have that assignment for the entire snow and ice control or removal season (November 1 through April 30) and will also be expected to be available for the entire snow season.
3. In the event that a storm starts during the regular workday and continues beyond the regular work hours, each employee with a snow and ice assignment who is needed will be expected to continue to work.
4. There is no standby requirement for employees with a snow and ice assignment. No employee will be subject to disciplinary action for failing to remain at home awaiting notice to report for emergency snow and ice work. However, if an employee is contacted by his/her supervisor and he/she fails to report, he/she may be subject to disciplinary action.
5. Employees who sign up for snow and ice control or removal assignments shall be allowed to “pass” one (1) snow/ice event during the assigned snow season without discipline. Failure to appear for each designated snow may subject the employee to discipline.
6. An employee engaged in extended work or operations shall be entitled to a three (3) hour rest period without loss of pay or benefits after working seventeen (17) consecutive hours, except when the 17th hour coincides with release from duty upon completion of that employee’s normal work shift. The rest period shall be

three (3) consecutive hours. Meal breaks, coffee breaks or other rest breaks or release time of less than three (3) hours shall be considered as time worked for purposes of determining the consecutive hours worked by the employee.

7. In general, some of the employees shall begin the rest period during the 17th hour unless conditions dictate otherwise. No employee shall be required to work more than twenty-one (21) consecutive hours without beginning the rest period. If an eligible employee, as described above, is released from duty without having received this rest period, he/she shall receive three (3) hours of pay. If an eligible employee is released from duty without having received the full rest period, he/she shall be paid for the remainder of the rest period.
8. The rest period shall, in general, not be scheduled during peak traffic hours as determined by the City. Conditions permitting, supervisors may, whenever possible, schedule employee rest periods during the hours between 10:00 p.m. and 4:00 a.m. to ensure the maximum benefit of the rest period to employees.
9. An additional one (1) hour of rest time may be granted by management based upon the duration and conditions applicable to the weather event.
10. Members of the Water and Sewer Departments shall be allowed to participate in the Snow and Ice assignment if the designated person is subject to call for their division. Any member of the Water and Sewer Departments, who is plowing snow for Public Works and receives an emergency call for Water & Sewer, shall immediately report to and attend to the Water & Sewer emergency. Members of the Water and Sewer Departments acknowledge that if they accept a Snow and Ice assignment and are paged for a Water and Sewer emergency, they will be expected to attend to that emergency.

SECTION 6 Employees, who accept overtime snow plowing assignments with the Public Works Department and who are not regular employees of the Public Works Highway Division, will be paid at their then current hourly rate of pay unless that employee does not perform duties that are similar in kind in which case the employee, who holds a Commercial Driver's License (CDL), will be paid at the then current truck driver's rate of pay in the Public Works Department.

In any event, the City shall have the option of not utilizing the particular employee(s) for the assignment in question if required to pay the higher hourly rate of pay as required by law.

SECTION 7 As a management right the City sets and determines the rate of reimbursement for meal purchases during weather events. If the City sets and pays a standard rate for reimbursement, that rate shall be applied equally to all City employees.

SECTION 8 In the event of a shortage of Civilian Dispatchers in the Central Communications Department due to illness, vacation, or any other reason, overtime shall be first offered to the other dispatchers, then to qualified employees within the bargaining unit, prior to using non-bargaining unit employees.

- (A) As soon as there is a shift opening requiring a replacement to meet minimum standards, regardless of the time of day or night, dispatchers shall place an ALL CALL PAGE stating that there is an overtime shift available for (identify shift) with instructions to Please Call Dispatch.
- (B) A Dispatcher wishing to take the overtime should call in and they will be placed on a list. After twenty (20) minutes, the dispatcher who has called back that is the highest on the overtime list, shall be awarded the overtime. A second ALL CALL PAGE shall be given indicating who was awarded the overtime. The dispatcher awarded the overtime shall call in to confirm within twenty (20) minutes.
- (C) Once confirmation is received that dispatcher shall go to the bottom of the overtime list.
- (D) If no dispatcher returns the page or declines to take overtime, they shall remain where they are on the list. Dispatchers who work less than four (4) hours of overtime will remain where they are on the list.
- (E) If the dispatcher awarded the overtime fails to confirm within the twenty (20) minutes, the offer of overtime shall go to the next person who called in and is highest on the list.
- (F) The process shall repeat until confirmation is received.
- (G) If no dispatchers or lead dispatcher accept the overtime, the on duty dispatcher shall contact any Local 466 employee who meets the certification for dispatch as posted on the overtime list.
- (H) If such Local 466 member declines to take the overtime, then the on duty dispatcher shall start the order in process as indicated below.

SECTION 9 – ORDER IN PROCESS

- (A) On duty dispatcher shall telephone available dispatchers using the order in list.
- (B) If no contact is made by telephone, activation of the dispatcher's pager with messaging that they are ordered in to work and to contact Dispatch.
- (C) The order in shall be held until the dispatcher returns to work or makes contact with dispatch, providing that the order in is not for a shift prior to the dispatcher returning to work.
- (D) If the order in is for a shift prior to the dispatcher returning to work and if there is no callback, the on duty dispatcher shall within five (5) minutes move on to the next available dispatcher on the list.
- (E) When a shift vacancy occurs within the hiring week, the Lead Dispatcher or Acting Lead Dispatcher shall immediately start the hiring process. Hiring shall be done within a twenty-four (24) hour period.

- (F) Each dispatcher is required to check the schedule daily when working to see if they have been assigned an order in. If they have, then they shall initial the sheet next to their order in.

SECTION 10 – ORDER IN

- (A) When active staffing levels are at 18 or below within the Central Communications Department, Middletown Police volunteers shall be solicited through established procedures prior to ordering bargaining unit members in to work. Active staffing levels mean the number of filled certified dispatcher and trainee positions that have completed training. If active staffing levels are above 18, then dispatchers must be ordered in first. The City will always be able to use the Middletown Police Department at the discretion of the Director or his/her designee.
- (B) All order ins shall be done by rotation. Once a dispatcher has served their order in, they shall be moved to the bottom of the rotation list.
- (C) As soon as a shift is unable to be filled during the hiring week, the order in will be assigned in accordance with the dispatcher who is at the top of the rotation list and who is deemed available to be ordered in.
- (D) Dispatchers will not be ordered in on days off, swapped days off, Personal Leave days, sick days or vacation days unless specifically ordered by the Chief or Deputy Director for emergency circumstances. Should emergency circumstances occur the order of would be to call in swap personnel first, then personnel on days off, then those on vacation day. No calls would be made to those out on Personal Leave and Sick Leave.
- (E) Personnel on duty by means of a swap will not be ordered in (for the next consecutive shift only) unless all other personnel on duty are deemed not eligible. In the case of two (2) dispatchers on duty due to swap, the lowest senior dispatcher shall be first to be ordered in.
- (F) Dispatchers will not be ordered in for the shift that was swapped off for unless specifically ordered in by the Chief or Deputy Director for emergency circumstances as indicated above.
- (G) If a dispatcher is ordered in and contact is made in person or via telephone, then the dispatcher shall report for duty as ordered. Refusals shall not be acceptable and can lead to progressive discipline. The Chief or Deputy Director may approve an order in bypass due to a specific issue which would create a hardship for the employee. Such approval is the sole prerogative of management.
- (H) No order ins shall occur that would create a situation where a dispatcher would have to work more than sixteen (16) consecutive hours unless specifically ordered by the Chief or Deputy Director for extreme emergency circumstances.

SECTION 11 In the Parks and Recreation Department, when there are insufficient volunteers for overtime, the City will make such overtime available to all qualified members of the

bargaining unit, provided anyone who accepts such overtime opportunities shall be paid at the rate of the job involved, and shall not be charged or credited with such overtime for equalization purposes.

Volunteers from within the Parks and Recreation Department shall be solicited by posting for periods of fourteen (14) calendar days at a time and those who volunteer are expected to be available for overtime opportunities which arise during such period, except for good cause shown.

ARTICLE 7 **VACATIONS AND HOLIDAYS**

SECTION 1 – ELIGIBILITY AND ALLOWANCES

- (A) Every employee, who works twenty (20) or more hours per week, unless specifically modified within this Agreement, shall be eligible for paid vacation time after completion of his/her probationary period with the City. Employees shall start to earn vacation allowance as of their date of hire.
- (B) Vacation allowances shall be earned annually based on the following schedule:
 - 1. One (5/6) working day per month for all employees having less than two (2) years of service.
 - 2. One and one-quarter (1 1/4) working days per month for all employees having at least two (2) years of service.
 - 3. One and two thirds (1 2/3) working days per month for all employees having at least nine (9) years of service.
 - 4. Each employee upon completing twenty one (21) years of service shall receive one (1) additional vacation day per year for each additional year of service up to a maximum of twenty-five (25) days.
- (C) No employee shall earn vacation allowances for any month in which they are on unpaid leave more than five (5) working days.

SECTION 2 - VACATION PAY

The rate of vacation pay shall be the employee's regular straight time rate of pay in effect for the employee's regular job on the payday immediately preceding the employee's vacation period.

Employees, who with adequate notice request so, will receive their vacation, pay no later than three (3) days prior to the start of their vacation period.

SECTION 3 - CHOICE OF VACATION PERIOD

- (A) The choice of date by employees shall be granted subject to the operating requirements of the employee's department. When a choice of date has been granted, it will not be interfered with except in cases of emergency. Department seniority shall govern in case of conflict between employees in similar departmental job groups. Vacation preference slips will be distributed not later than March 1st of each year. Employees can only submit vacation preferences for the amount of time that he or she has accumulated or will accumulate in the upcoming fiscal year. Any employee who fails to submit his choice of vacation date by April 1st without good reason will forfeit vacation choice by seniority for that year. Choice of vacation dates shall be approved by May 1st, and shall not be unreasonably denied. Vacation requests shall be considered approved unless specifically denied in writing.
- (B) If a Department Head or supervisor denies a member's request to take vacation time, said member will have the option to receive pay in lieu of vacation time. Carryover of vacation time cannot exceed eight (8) weeks, in accordance with Section 10.
- (C) No more than three (3) consecutive weeks of vacation, where applicable, may be taken at one time. The fourth (4th) and fifth (5th) weeks, where applicable, may be consecutive to the first three (3) weeks, subject to the operating requirements of the employee's department. Employees may utilize their vacations in shorter periods.

SECTION 4 If a holiday occurs during the calendar week in which an employee takes a vacation and said employee is entitled to holiday pay under this Section, the employee will not need to take a vacation day for the holiday.

SECTION 5 Subject to the requirements of this section, the following holidays shall be paid holidays for all members:

- Dr. Martin Luther King, Jr.'s Birthday
- President's Day
- Good Friday
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Day After Thanksgiving Day
- Christmas Day
- New Year's Day

Employees shall receive one day's pay for each of the holidays listed provided the employee is on the payroll the day before and the day after the holiday.

SECTION 6 Holidays for Civilian Dispatchers in the Central Communications Department shall be modified to provide that dispatchers shall receive holiday pay for the days the holidays actually occur, in addition to the applicable holiday overtime rate. When a holiday occurs during a dispatcher's normal day off, the dispatcher shall receive an additional day's pay for that week.

SECTION 7 When an employee works on a holiday, he shall be compensated, in addition to the compensation recited in Section 5 above, at the rate of time and one-half the employee's regular hourly rate of pay except, however, that an employee working on New Year's Day, Christmas, Thanksgiving, Easter, Independence Day, Memorial Day, and Labor Day shall be compensated at the rate of double time the employee's regular hourly rate of pay. The holiday for pay purposes shall be the observed holiday and not the actual holiday except, however, for the following holidays: New Year's Day, Christmas, Thanksgiving, Easter, Independence Day and Labor Day, all of which holidays for pay purposes shall be the actual holidays.

SECTION 8 Whenever the holidays, supra, fall on a Sunday, the following Monday shall be observed as the holiday. Whenever the holidays, supra, shall fall on a Saturday, the preceding Friday shall be observed as the holiday. Holiday schedules shall be promulgated by the City within thirty (30) days after the start of the fiscal year.

SECTION 9 Employees working beyond their regular daytime hours on Christmas Eve or New Year's Eve shall be compensated at the rate of double time the employee's regular hourly rate of pay. Any employee called in outside his/her regular hours on Christmas Eve or New Year's Eve shall be paid a four hour minimum at double time. Employees working second shift shall be paid double time for all hours worked on Christmas Eve and New Year's Eve. For purposes of this section, if the majority of an employee's work hours fall between 4:00 p.m. and midnight, he/she is a second shift employee.

SECTION 10 Any carryover of vacation time into the next year shall not exceed a lifetime accumulation of eight (8) weeks. Any employee who exceeds the eight (8) week maximum and does not qualify to cash out vacation time in accordance with Section 3 shall forfeit the amount exceeding eight (8) weeks.

SECTION 11 The Mayor or his/her designee may delay or close City offices for non-essential employees for weather related events or may close offices for purposes of declaring a holiday (whether for an entire day or early release). Under such circumstances, those employees deemed essential by the City must work, as a condition of employment, their regular hours without additional pay. The City's determination concerning which employees are "essential" constitutes a management right and is not subject to the grievance process.

ARTICLE 8 **DISCIPLINARY PROCEDURE**

SECTION 1 Disciplinary action includes, but is not limited to, oral reprimand, written reprimand, suspension and discharge. No employee shall be disciplined except for just cause. Supervisory guidelines for the conduct of disciplinary procedures and guidelines to employee behavior may be found in the City's Personnel Rules. Where specifically applicable, the provisions of the labor agreement will supersede any provisions of the Personnel Rules.

SECTION 2 In the event a serious matter involving an allegation of misconduct occurs with an employee and there is the potential that an employee must be put out on paid or unpaid Administrative Leave, the relevant Department Head will bring such issue forward to the Director of Human Resources as soon as reasonably practical. The Director of Human Resources shall review the matter and consult with the Mayor upon receiving notification of the issue. Only the Mayor may authorize paid or unpaid administrative leave.

SECTION 3 The following constitutes the City's disciplinary procedure:

Initial Need for Consultation

If an employee is not meeting standards of behavior set forth by the City, or if the employee has not performed his/her duties incumbent upon his/her pursuant to the relevant job description, requests or orders from superiors, or other officially mandated duties, the employee will be subject to the following:

- (A) The supervisor will meet with the employee to discuss the matter;
- (B) The supervisor will inform the employee of the nature of the problem and the action which the supervisor deems necessary to correct it;
- (C) The supervisor will prepare a memorandum for his/her own records which indicates that the meeting took place. Said memorandum will remain in the supervisor's file

The employee, at his/her request, shall be granted union representation at any meeting where the employee believes that anything he/she says may be used for disciplinary purposes.

Action

If the behavior by the employee continues or, in cases where inaction or nonperformance gives rise to the need for discipline, or such inaction or nonperformance continues, the employee's supervisor will hold another meeting with the employee and take the following action:

- (A) The supervisor will issue a verbal reprimand which shall be documented by memorandum and placed in the employee's Personnel File.
- (B) If subsequent to the verbal reprimand, the action or inaction continues by the employee, the supervisor will issue a written reprimand to the employee.
- (C) At that point, the supervisor will warn the employee that another occurrence or, in the event of inaction or nonperformance, such inaction or nonperformance continues, will result in more severe disciplinary action being taken, up to and including termination.
- (D) The supervisor will prepare and forward to the Human Resources Division a memorandum describing the initial incident along with the present incident with a summary of the action taken during the meeting with the employee.

- (E) All documents regarding disciplinary action, except the initial consultation notice, will be kept in the employee's Personnel File in the Human Resources Division.

Additional Occurrences

If there are additional occurrences of the behavior mentioned above or, if non-performance or inaction continues, the employee's Department Head, in consultation with the Director of Human Resources, may take the following action:

- (A) Suspension without pay for not more than two days.
1. Notice of suspension will include the reason for the suspension and dates of suspension.
 2. Copies will be forwarded to the Human Resources Division, Finance Department, and the Mayor.
- (B) Request in writing to the Mayor, through the Director of Human Resources, his/her recommendation for additional days of suspension. If the final decision by the Mayor is to suspend the employee for more than two (2) days, the Mayor will furnish the action in writing to the Employee, and provide a copy to the Department Head, Human Resources Division, and the Finance Department.
- (C) Recommend to the Mayor, through the Director of Human Resources, that such employee be demoted. The Mayor will respond to the Department Head and employee, in writing, to the recommendation, a copy of which will be furnished to the Human Resources Division.
- (D) Recommend to the Mayor that such employee be terminated. The Mayor will respond to the Department Head and the employee, in writing, to the recommendation and a copy of the response will be furnished to the Human Resources Division.
- (E) An oral reprimand shall not be deemed to have been issued unless the employee has been advised in writing that he has received an oral reprimand and a notation of such reprimand be made part of the personnel file.
- (F) No written reprimand shall be deemed to have been issued unless the written communication is labeled a written reprimand. The record of an oral reprimand shall not be used for the basis of further progressive discipline after six months provided the individual has received no further discipline in the interim. The record of a written reprimand shall not be used for the basis of further progressive discipline after twelve months provided the individual has received no further discipline in the interim. If the employer has reason to reprimand and/or counsel an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

SECTION 4 The progressive disciplinary procedures described in Section 3 herein may be applied to an employee who is experiencing a series of unrelated problems involving job

performance and/or behavior. There need not be a repetition of previous violations for an employee to be disciplined progressively. In situations where serious misconduct has occurred or, in the alternative, serious neglect of duty, the progressive disciplinary procedures set forth above may be waived and more severe disciplinary actions, as described in Section 3 above, may be imposed immediately.

SECTION 5 In the event that an employee is terminated for just cause, the arbitrator will take into account the following guidelines in regards to an employee forfeiting his/her pension benefits and health insurance coverage.

- (A) The City used reasonable progressive discipline.
- (B) It is decided by an Arbitrator, pursuant to Article 16 Grievance Procedure 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 an employee's job duties shall not constitute grounds for the forfeiture of pension benefits.
- (D) The employee has the right to appeal a termination of pension and medical benefit loss to all applicable Courts. Bargaining unit members who are receiving retiree benefits are not subject to the loss of pension or health insurance benefits through these stated procedures.

SECTION 6 An employee who is being questioned concerning an incident or action, which may subject him/her to disciplinary action, shall upon request be allowed Union representation.

SECTION 7 When the appointing authority still has reason to suspend or discharge an employee, the employee shall first be entitled to a pre-disciplinary hearing with a Union Representative, unless the employee specifically waives his/her right to union representation and instead will be represented by an individual of his own choosing.

After such hearing, if the appointing authority feels the employee should be suspended or discharged it will be done in the following manner:

- (A) Notice shall be in writing with a copy to the Union.
- (B) State the charges.
- (C) State the acts or omissions upon which the charges are based.
- (D) State the discipline imposed and the effective date or dates.
- (E) State the employee's right to appeal the action through the grievance procedure.

Serious discipline, involving termination or suspension of ten (10) or more working days, may be submitted directly to the State Board of Mediation and Arbitration or to the American Arbitration Association.

SECTION 8 Any bargaining unit member may inspect his/her personnel file at any time with proper supervision and notice to the Human Resources Division of the Office of the General Counsel.

ARTICLE 9 **WAGES**

SECTION 1 The pay rates and pay ranges for job classes in the bargaining unit as of June 30, 2022 shall be as prescribed in Appendix A and B attached hereto.

Effective upon ratification of this Agreement, the wage rate at each step and at each salary grade of the salary schedule in effect on June 30, 2022 shall increase by 3.5%.

Effective July 1, 2023, the wage rate at each step and at each salary grade of the salary schedule in effect on June 30, 2023 shall increase by 3.0%.

Effective July 1, 2024, the wage rate at each step and at each salary grade of the salary schedule in effect on June 30, 2024 shall increase by 3.5%.

SECTION 2 During the term of this Agreement, except as elsewhere provided, no position in the unit classified service shall be assigned a salary higher than the maximum or lower than the minimum salary provided for the class of position.

SECTION 3 The hiring rate of pay for initial employment shall be paid upon appointment to the class.

SECTION 4 Employees transferred from one position to another for any reason other than for lack of work shall receive their present rate of pay. Employees promoted and/or assigned to a higher class shall receive an increase in pay of at least one full growth step unless the maximum salary of the higher class is less than a full growth step above the employee's present salary. In such case, the employee's salary shall be raised to the maximum. Employees shall not be rotated on assignments for the purpose of avoiding payments at the higher rates. Promotion and/or assignment to a higher class means that an employee has been promoted or assigned to a class with a higher pay grade either because of the absence of an employee who is classified in the higher class or because operating requirements present the need for such duties to be performed for a period of time. An employee will not be assigned to a higher class unless qualified to perform the duties of the higher class.

If an employee has worked in a higher classification for forty (40) hours or more, whether consecutive or on an accrual basis, such employee shall be paid the rate for that classification retroactive to the beginning of such assignment. A supervisor must attest to the Director of Human Resources that an employee has been required to work in a higher classification for elevation of salary to occur. If an employee feels that the Supervisor has not properly assigned the higher classification rate of pay, he/she may appeal directly to the Director of Human

Resources. The Director of Human Resources' decision shall be final. Any appeal after the denial by the supervisor must be made in writing five (5) days from working the assignment to the Director of Human Resources.

SECTION 5 All new hires shall be hired at Step 1 of the salary schedule.

SECTION 6 Newly hired employees shall advance through the salary schedule in the following manner:

Advancement to Step 2 shall be three (3) months after placement at Step 1.

Advancement to Step 3 shall be three (3) months after placement at Step 2

Advancement to Step 4 shall be six (6) months after placement at Step 3

Advancement to Step 5 shall be one (1) year after placement at Step 4

Advancement to Step 6 shall be one (1) year after placement at Step 5

SECTION 7 Employees promoted shall move from one salary grade and step to another based on the existing practice but in no event will an employee who has been promoted be placed at a step less than Step 3.

SECTION 8 When a labor management review is required under this Agreement, the parties will appoint a five member Labor-Management Committee whose purpose will be to review the job duties for selected positions to determine if there have been any changes that would materially impact the qualifications, essential functions, and /or compensation for the position.

The Committee shall consist of two management representatives and an alternate, two Union representatives and an alternate, and a neutral member jointly selected. The Director of Human Resources will chair the committee and serve as one of the management members.

To qualify for review, the Union and/or member must establish the following with respect to the selected job description:

- (A) Change in the job duties and /or reorganization or technological development that significantly changes job responsibilities; or
- (B) The job description does not reflect the current duties and responsibilities of the assignment; or
- (C) The alignment between the jobs does not appear to reflect their appropriate relative value under the classification review.

The Committee will establish procedures to govern its operations, including:

- (A) Forms for the submission of upgrading requests by bargaining unit staff;
- (B) Documents to be submitted with requests
- (C) Uniform methods for evaluating changes in duties and compensation.

Before submitting an application to the Committee for possible review, the Union or the member must submit the completed forms to the employee's Department Head for review and comment on whether he/she recommends any changes to the job description. Said comments must be provided to the Review Committee with the applicant's packet in order to be considered.

The Committee will review application forms from no more than 5% of the bargaining unit or no more than 25 job descriptions, whichever is less, at each review. If the Committee receives more applications than the 5% or 25 job description maximum, then the Committee will choose which job descriptions to review by a lottery system, agreed upon by the Committee, which will in no event be more than the limits set forth herein. Any applications not chosen through the lottery will not be considered. There will be a review each year of this contract except the last year. If a job description is reviewed by the Committee within a contract period, it cannot be reviewed again until a successor agreement is put into effect.

Upon receiving the applications, the Review Committee will meet to decide whether the review will result in a change to the job description. The Director of Human Resources shall then review the proposed changes to the job description and determine whether they warrant a change in the compensation of the job class.

Any recommendations by the Committee to increase the compensation of a job classification or changes to a job description shall be referred to the Common Council for a vote. Each job description and any proposed changes going in front of the Common Council shall be considered independently and voted on separately. The vote of the Common Council, as well as the underlying decision by the Labor Management Committee to refer or not refer a position to the Council, is final and not subject to appeal.

SECTION 9 All eligible City custodial staff whose assigned shift begins 1:00 p.m. and before 6:00 a.m. shall be entitled to a night shift differential. The shift differential shall be paid for hours worked but not for vacation, sick or personal time or other paid leave. The shift differential shall apply to employees regularly assigned to qualifying shifts and not apply to additional hours of work, which may extend into such shifts and/or are not part of such shifts. The rate for night shift differential shall be fifty cents (\$.50) per hour.

ARTICLE 10 **SENIORITY**

SECTION 1 Seniority shall be determined by total length of service in the City. Probationary employees shall have no seniority. Upon completion of the probationary period, their names shall be added to the seniority list from the date of their appointment as probationary employees. Should multiple employees be hired on the same day, seniority shall be determined by total length of service to the City including any temporary assignments. If none of the employees had performed any temporary assignments prior to being appointed to the classified service, seniority shall be determined by lottery. Lottery selections will be managed by the Human Resources Division of the Office of the General Counsel and overseen by the Union.

SECTION 2 Seniority shall not be broken by vacations, sick time, suspension or any authorized leave of absence, or any call to military service for the duration of said service.

SECTION 3 Employees who resign voluntarily or who may be discharged for just cause shall lose all seniority provided, however, that employees who resign in good standing and who are returned to duty before the expiration of one year, shall regain their seniority upon paying back to the pension fund all money they withdrew plus accumulated interest and provided, however, that the period of separation will not count for seniority or entitlement to benefits based on length of service.

SECTION 4 The City will annually, or as needed for contract application purposes, furnish to the Union President a seniority list showing names and titles of all employees in the bargaining unit.

ARTICLE 11 **LAYOFFS**

SECTION 1 Layoff shall mean any of the following measures initiated by the City: Involuntary, non-discipline termination of an employee because of lack of work, elimination of a position, budgetary constraints, or the elimination of an activity.

SECTION 2 The City shall notify the Union and the employee at least two (2) weeks in advance of any layoff of a permanent employee. Should the City not afford the two (2) weeks' notice, the employee shall receive two (2) weeks' pay in lieu thereof.

SECTION 3 Layoffs shall take place within a Department or Division. Layoffs shall be within classification with the least senior employee being laid off first. The order of layoff shall be as follows:

- (A) Substitute employees
- (B) Temporary and seasonal employees
- (C) Part time employees
- (D) Regular part time employees
- (E) Full time employees serving an initial probationary period
- (F) Permanent full time employees

SECTION 4 In lieu of layoff, an employee may elect to bump into the same classification held by an employee of lesser seniority in any department. Should no equal classification be available or no position in which the affected employee is senior; an employee may elect to bump into a lower class within the department in which the employee works, providing the employee previously had permanent status in such lower class or has the minimum qualifications of the classification as determined by the Director of Human Resources and providing the employee to be replaced has less seniority.

An employee electing the option to bump must submit his/her request in writing to the Department head and the Director of Human Resources within ten (10) working days of receipt

of notice of layoff. Upon a decision to bump, the Department head shall reassign the employee to the lower classification if the employee meets the requirements as set forth above.

SECTION 5 In the event an employee scheduled to be laid off does not qualify to bump into a lower classification within their Department the employee may elect to bump outside his/her Department. In order to exercise such option the employee must submit his/her request in writing to the Director of Human Resources within ten (10) days period cited in Section 4 above. Upon receipt of such notice, the Director of Human Resources shall assign the employee to the position held by the least senior employee in the City who is in the same classification in which he/she meets the minimum qualifications outlined in the job description as determined by the Director of Human Resources.

SECTION 6 Employees laid off, bumped or terminated under this Article shall be placed on a reemployment list for a period of two (2) years following their displacement under this Article and shall be accorded preference based on their seniority, as defined in Article 11 in being returned to their jobs provided, however, that such job positions are reinstated by the City.

SECTION 7 No new employee shall be hired into any classification from which bargaining unit employees have been laid off and remain on a reemployment list, unless such employees have been offered recall and have declined such offer.

SECTION 8 No non-bargaining unit employee shall be assigned work in any classification from which bargaining unit employees have been laid off and remain on the reemployment list, unless such employees have been offered recall and have declined such offer.

SECTION 9 Employees reinstated before the expiration of two (2) years from the date of their layoff shall regain their seniority upon paying back to the pension fund all monies they withdrew, plus accumulated interest, and provided, however, that the period of separation will not count for seniority or entitlement to benefits based on length of service.

ARTICLE 12 **VACANCIES**

SECTION 1 A copy of the notice of every position vacancy, stating the location of the position and hours of work, will be forwarded to the Union at least ten days prior to the closing date of said examination. Such notice will solicit interest for transfers and/or departmental promotions and/or citywide promotions and shall be posted in all departments.

- (A) The standard procedure for filling vacancies will be a citywide posting by the Human Resources Division of the Office of the General Counsel, which will solicit transfers and/or departmental promotions and/or citywide promotions simultaneously.
- (B) The order of preference for filling vacancies consistent with the other sections of this article is:
 1. Qualified employees on layoff within the past two years may only apply for job grades equal to or less than original jobs.

2. Transfer/demotion within the department (including accommodations under ADA);*
3. Promotion within the department;**
4. Transfer/demotion within the City (including accommodations under ADA);*
5. Promotions within the City;*
6. Hiring outside the bargaining unit.

* An employee must serve a minimum of six (6) months in his/her current position to be eligible to apply for transfer or promotion.

** An employee must complete the probationary period to be eligible to apply for a promotion (See Sec. 9, Art. 13).

SECTION 2 The Union and the City agree that BOE employees in Local 1467 will have the opportunity to apply to City positions within this bargaining unit before opening the vacancy up to the public. While the City agrees to provide an opportunity for transfer to BOE employees in Local 1467, BOE employees in Local 1467 will not receive preference for any bargaining unit position over Local 466 employees, nor is the City obligated to hire any BOE employees from Local 1467 for any Local 466 position. If a BOE employee from Local 1467 transfers to this bargaining unit, said employee will be able to carry over their sick, vacation, and personal hours and the payroll division will convert said accruals based on the hours for the new position and the rules set forth under this Agreement. Said employee will also be able to maintain their seniority for insurance and pension purposes when they transfer from Local 1467 to Local 466. An employee's seniority date for layoffs and transfers once on the City-side will be the date the employee starts for the City post-transfer from the BOE.

SECTION 3 Permanent employees may be assigned to temporary positions of a comparable nature where such assignments involve neither promotion nor demotion. Assignments of permanent employees to temporary positions shall be by seniority. For the purpose of this section, bidding by seniority will be used. If this fails, the reverse order of seniority may be employed. Any permanent employee so assigned shall return to his former position when the temporary position is discontinued.

SECTION 4 The City's Human Resources Division of the Office of the General Counsel will notify the head of the department where the vacancy exists if there is interest by employees in other departments in transferring. A list of those employees wishing to be transferred will be forwarded according to seniority. A certification list shall include no more than five names. The department head will interview the employees referred and, if he/she finds one or more satisfactory, will notify the appointing authority in writing. A department head shall make his/her decision within three weeks of the receipt of the list. If the employees so referred are rejected by the department head or if no employees are available for transfer, the authorized City agency will proceed to fill the vacancy according to the regular procedure. No person shall be transferred who does not possess the minimum qualifications.

SECTION 5 For transfers to vacancies within the same division, the department head will select the most senior employee who has applied for transfer and who meets the qualifications for the position. The employee so transferred will serve a trial period of thirty (30) working days.

SECTION 6 The parties to this agreement recognize that the principal factors in job assignments are the efficiency and integrity of the government of the City of Middletown.

SECTION 7 Proper consideration to seniority, physical condition and personal hardship shall be given in making assignments that are not promotional.

SECTION 8 An employee reclassified to a lower job classification in accordance with the terms of this Agreement or the personnel rules and regulations shall receive the wage and step level of the lower job classification which is closest to, but does not exceed, the last wage received in his/her former job classification.

SECTION 9 Qualification examinations for any position to be filled shall be administered within fifteen (15) days after the closing date of said examination unless unusual circumstances, including but not limited to acts of God, budget or financial circumstances, sickness, etc., prevent otherwise and the position is to be filled within thirty (30) days thereafter, provided an applicant has met all the necessary qualifications.

SECTION 10 Employees who are transferring from one department or division to another or who are promoted shall serve a probationary period in the new position of sixty (60) working days. If the employee fails to demonstrate, within the probationary period, that he or she can satisfactorily perform the job, the City will return the employee to his former position or, in the event the former position no longer exists, then to a comparable position with no loss of seniority. Failure to pass the probationary period shall not be subject to the grievance procedure. During any such probation for a transfer or a promotion each affected employee will receive adequate orientation as to procedures for the new position.

SECTION 11 Any employee who is injured or disabled in the performance of his duties and who reaches the point of maximum recovery but is unable to perform his/her assigned duties and has less than twenty-two (22) years of service to the City first may be offered a vacant position elsewhere in the City for which he/she is qualified and 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 disability pension should the employee qualify for same or be separated from City service. A disability is defined as a statement by a medical physician in the approved medical care plan which disqualifies an employee from performing one or more essential duties, or a portion thereof, contained within a job description.

ARTICLE 13
TRAINING

SECTION 1 Fitness, skills and aptitudes may be gained by thorough acquaintance of all equipment used within each department. An on-the-job training program may be instituted by the department. Any employee who has been with the City for six (6) or more months may be eligible to participate in the training program. Training may be on a strictly rotating basis with no more than two (2) hours difference in the amount of training any employee receives in any six-month period.

SECTION 2 All employees within a department on a rotating basis, who may be adjudged to have average skill and aptitude, may be given the opportunity to operate all equipment to fit them for future promotion by acting as a training substitute for all operating procedures of such equipment for not more than six (6) months.

SECTION 3 The employee shall receive his/her regular hourly rate while undergoing training.

SECTION 4 In the selection of trainees, qualified applicants will be determined by the employee's expression of interest, aptitude and experience consistent with the requirements of this position. From the qualified applicants, assignments to training will be in order of seniority.

SECTION 5 Training assignments will not be used as a method of avoiding payments at a higher pay rate.

SECTION 6 The City agrees that no department shall use a foreperson to perform services which are the normal duties of permanent, full-time employees, except in an emergency situation where such an employee is not available.

SECTION 7 Dispatcher Training. In the event that the Director of Central Communications or his or her designee determines additional training assistance is needed to perform training of new dispatchers and trainees for operational issues, the City may use current Lead Dispatchers and Civilian Dispatchers for this purpose. The filling of these opportunities will be done on a voluntary basis among the dispatch staff and shall rotate by seniority. While a dispatcher is serving in this temporary capacity and only for the time that the dispatcher is providing training, said dispatcher will receive .50 cents per hour in additional compensation to pay him or her for training assistance. The Civilian Dispatcher Trainer must be used before any Lead Dispatcher or Civilian Dispatcher can provide these training assistance services.

ARTICLE 14
HIRING AND PROMOTIONS

The City and the Union shall recognize and adhere to all provisions of ordinances, laws, appropriate manuals and the Personnel Rules and Regulations of the City of Middletown with respect to hiring and promotions unless superseded by the terms of this Agreement. The City and the Union recognize that residency is not a requirement for employment.

ARTICLE 15
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 purposes of this procedure shall be considered to be an employee or Union complaint concerned with:

- (A) discharge, suspension or other disciplinary action; and
- (B) matters relating to the interpretation and application of the articles and sections of this agreement.

The Union may, in appropriate cases, submit a class action grievance. A class action grievance is defined as an alleged violation of the contract affecting an identifiable group or class of employees covered by this contract. Such grievances should be clearly identified as a class action and indicate the “class” of employees involved as well as how the alleged violation impacts the class. Unless the Union is filing the class action on behalf of an identified group of members to protect general contract rights, all class action grievances must name at least one named grievant who must fall within the class and be personally affected by the grievance in question. In addition, class action grievances must be signed by (1) the named grievant and (2) the Local Union President or the Local Union Vice President. Failure to comply with these requirements for a class action grievance will result in dismissal at any step of the process.

SECTION 3 Any dispute or 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 head of his/her department or designee within twenty (20) working days of his/her knowledge of the incident. The head of the department will attempt to settle the dispute and give an answer within five (5) working days.

Step 2 - In the event the grievance is not resolved in Step 1, the employee and his/her Union representative may within ten (10) working days of receipt of written notice submit the grievance, subject to modification, in writing to the Director of Human Resources. Within ten (10) working days from date of receipt of said grievance, the Director of Human Resources shall convene a meeting for the purpose of reviewing the facts germane to the grievance. Unless the Union filed a class action grievance on its own, at a minimum, said attendees must include the grievant and his/her union representative. Failure of these parties to attend the hearing will result in dismissal. The Director of Human Resources shall render a written decision within ten (10) working days subsequent to the date of the meeting.

Step 3 - If the grievance is not resolved at Step 2 either party may submit it to the State Board of Mediation and Arbitration, or in cases of serious discipline, those cases involving termination or suspension of ten (10) days or more, the matter may be submitted to the American Arbitration Association at the City’s discretion. If the City

elects to submit the matter to A.A.A., the City will pay the total cost of the Arbitrator. Any matter submitted to either the State Board or A.A.A. shall be submitted within twenty (20) working days following receipt of the Director of Human Resources' decision and the decision of either the Board or A.A.A. shall be final and binding upon all parties.

The following termination cases must be submitted to the American Arbitration Association: 1) Where the employee has been terminated through conviction of a criminal felony due to the employees corruption through wanton and willful misconduct in regards to the employee being involved in illegal activities while performing their specific job duties and now faces forfeiture of pension benefits and 2) where the employee is eligible for health insurance benefits upon retirement as outlined in Article 20 and now faces forfeiture of those health insurance benefits as the result of his/her termination under the provisions of Article 8 Section 5. 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 and health benefits for which the employee was eligible under the terms of this Agreement. The City agrees to pay in full the cost of A.A.A. for termination cases involving forfeiture of benefits.

The employee has the right to appeal a termination of pension and medical benefits to all applicable Courts. Employees who are receiving retiree benefits are not subject to loss of pension benefits through these stated procedures.

SECTION 4 Any grievance not presented or followed up through the grievance procedure outlined above shall be deemed waived. If at any step in the grievance procedure the 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 procedure, either of the parties may request, in writing, a joint conference to expedite resolution of the grievance. The parties will meet thereafter within one (1) week from receipt of notice. The processing of the grievance will be suspended until conclusion of the joint conference.

SECTION 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 the agreement.

SECTION 7 The expense for the Arbitrator's services and the proceedings shall be borne equally by the City and by the Union except as provided otherwise in Section 3, Step 3. If either party desires a verbatim record of the proceedings, at any stage of the grievance procedure, it may cause such a record to be made providing it pays for the record and makes copies available without charge to the other party and to the Arbitrator. If the parties agree that a verbatim record of the proceedings is warranted and appropriate, then both parties agree to split the costs of those services and each party will pay for its own copy of the transcript and split the cost of the transcript for the Arbitrator.

SECTION 8 Union officers and stewards shall be afforded a reasonable amount of paid time to investigate and present grievances at the various steps of the procedure provided that neither a grievant nor a Union representative shall leave his/her worksite without getting prior approval from his/her respective supervisor(s). Such approval shall not be unreasonably withheld.

SECTION 9 Employees covered by this Agreement shall suffer no reprisals for exercising their rights under this Agreement. Employees covered by this Agreement shall have full rights to Union representation in the processing of grievances and investigatory meetings, which the employee believes, may lead to disciplinary action.

ARTICLE 16 **STRIKE - LOCKOUT**

SECTION 1 The Union agrees that it will not call or support any strike, work stoppage or work slowdown during the period of this agreement or any extension thereof.

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

ARTICLE 17 **SICK LEAVE**

SECTION 1 Sick leave is absence with pay for the reasons listed below. An individual seeking such leave of absence must conform with the appropriate rules and policies.

- (A) Sickness or injury resulting in temporary disability of the employee or a member of his/her immediate family. For the purposes of this section, the phrase "immediate family" includes the employee's spouse and relatives or step-relatives in the following categories: daughter-in-law, son-in-law, brother, sister, brother-in-law, sister-in-law, father, mother, grandmother, grandfather, children, father-in-law, mother-in-law, grandchildren and relative domiciled in the person's household.

SECTION 2

- (A) Sick leave shall accrue for permanent full-time employees at a rate of one and one-quarter (1.25) working days for each complete calendar month of service until the end of the fiscal year.
- (B) Regular part-time employees will accrue a prorated share of sick leave for each calendar month of service until the end of the fiscal year; including those employees that work the full school year. A working day for the purposes of this section shall mean the number of hours the employee is normally assigned to work
- (C) Notwithstanding any other provisions of this agreement, permanent full-time cafeteria workers shall be credited with sick leave with pay at the rate of one and one-fourth (1 1/4) working days for each completed calendar month of service for ten months per year (September - June) to a maximum of twelve and one-half (12 1/2) days per year. Unused sick days for this group of employees shall be accumulated from fiscal year to fiscal year.

- (D) Unused days of sick leave with pay shall be accumulated from fiscal year to fiscal year and may be used for the purpose specified herein, if and when needed.
- (E) Sick leave will not accrue for any month the employee is on a leave of absence without pay for more than five (5) consecutive working days.
- (F) Sick leave shall accrue for the first six (6) months in which an employee is on worker's compensation. Sick leave will not accrue after six (6) months of absence from work due to worker's compensation.
- (G) No credit for sick leave will be granted due to work performed by an employee in excess of his normal workweek.
- (H) Sick leave shall continue to accrue during vacation time but will not accrue for any month an employee is on a leave of absence with pay or authorized sick leave.
- (I) Employees will be paid annually, at the employee's option, for thirty (30) percent of the sick leave earned but not taken in the previous fiscal year. Sick leave for which an employee receives compensation under this subsection will not be added to the employee's accumulated sick leave balance.

SECTION 3 Each full-time employee will earn up to three (3) personal days per fiscal year in accordance with the below schedule. Said personal days are to be used for any purpose the employee desires. These days will be paid days off and will not count as time worked for purposes of voluntary overtime. These days may not be accumulated.

A full-time employee shall receive personal days as follows:

- (A) A full-time employee shall be credited with three (3) personal days at date of hire or transfer from part-time to full-time, if he/she is hired or transferred between July 1 and October 31.
- (B) A full-time employee shall be credited with two (2) personal days at date of hire or transfer from part-time to full-time, if he/she is hired or transferred between November 1 and February 28 (or February 29 if there is a leap year).
- (C) A full-time employee shall be credited with one (1) personal day at date of hire or transfer from part-time to full-time, if he/she is hired or transferred between March 1 and June 30.
- (D) On each July 1 thereafter, all full-time employees shall receive three (3) personal days per fiscal year.

Under no circumstances shall a full-time employee receive more than three (3) personal days per fiscal year.

SECTION 4 Employees will, when requested, provide their department head and the Human Resources Division with a medical certificate on a form prescribed by the Human Resources

Division and signed by a licensed physician if any employee is absent from work on sick leave for more than three (3) consecutive working days.

Medical certificates or signed statements from employees may be required when an abuse of sick leave is suspected by the employee's Department Head or by the City's Director of Human Resources. Factors to be considered by the Department Head and Director of Human Resources are as follows:

- (A) Frequent or habitual absences; and/or
- (B) When, as a result of the employee's use of sick time, the Director of Human Resources or the Department Head identifies a significant change in job performance; and/or
- (C) In cases where an employee is absent for a period of twenty (20) consecutive working days or more, the City may require, in addition to the medical certificates required above, a second opinion from another licensed physician designated and paid for by the City.

SECTION 5 Employees should give their supervisors in writing, when possible, as much advance notice of a request for a short-term absence.

SECTION 6 Those individual employees of the City of Middletown who are permanent are eligible to be compensated for regular base wages lost during periods of authorized absence to the extent that they have accumulated days of sick leave.

SECTION 7 No absence without accrued time shall be allowed, except for the following:

- (A) Qualified unpaid Family Medical Leave
- (B) Sick leave extensions granted under Section 9 of this Article
- (C) Approved unpaid leave granted under other provisions of the agreement or through Memorandum of Understanding

Employees will not be compensated during periods of unauthorized absence. Such absences will be considered grounds for disciplinary action

SECTION 8 If, while out of work and while on special leave with pay, an authorized holiday occurs, such employee will not have said day charged against the individual's sick leave. Such day will be recorded on the individual's records as a holiday.

SECTION 9 In such cases where an employee experiences a circumstance enumerated in Section 1, subsection A. of this Article, the individual may request an extension of sick leave, as outlined in City of Middletown Code of Ordinances Section 74-3, after all accrued time has been exhausted or in a situation where all accrued time is expected to be exhausted within thirty days. Such requests must be made to the Director of Human Resources who will consult with the appropriate Department Head and the Approving Authority.

No extension of such leave may be taken by the employee unless approved notice is received in advance from the Director of Human Resources. Circumstances to be considered upon receiving such a request include, but are not limited to, the following:

- (A) Serious illness of the employee or a member of the employee's immediate family (as defined in Section 1A.);
- (B) The sick leave history of the individual employee requesting the extension for the prior three (3) calendar years or from date of appointment if less three (3) years;
- (C) After the employee has exhausted all of his/her accrued sick leave and vacation;
- (D) When employee's presence at duty will expose others to a contagious disease.

SECTION 10 The extension of sick leave, once granted and approved, will be repaid by the employee as a charge against the employee's subsequent sick leave accrual. In cases where the employee terminates his/her employment with the City or the City terminates the employment of the individual, prior to complete repayment of the sick leave extension, he/she will be responsible for repaying the City for the sick leave extension upon departure.

SECTION 11 The City of Middletown will reimburse employees for unused sick time upon an employee's regular termination of employment at a rate of one half (50%) of the employee's accrued sick time balance except that the amount to be paid shall not exceed 37.5 days of pay for full-time cafeteria workers and 75 days of pay for all other employees that accrue sick leave under this contract. For employees hired prior to March 12, 2011, full payment will be made by the City for any accumulated sick leave at time of death up to 75 days of pay for full-time cafeteria workers or 150 days of pay for all other employees that accrue sick leave under this contract. Payment will be made to the employee's designated beneficiary or estate.

SECTION 12 Employees hired after March 12, 2011 shall not be entitled to full payment of sick time at time of death. Payment of one-half (1/2) or fifty (50%) percent of the employee's accrued sick time balance shall be made to the employees beneficiary or estate except that the amount to be paid shall not exceed 37.5 days of pay for full-time cafeteria workers and 75 days of pay for all other employees that accrue sick leave under this contract.

SECTION 13 The City of Middletown and the Union reserve the right to meet and discuss a Sick Leave Bank which would be offered to the members of the bargaining unit during the term of this collective bargaining agreement.

ARTICLE 18 **SPECIAL AND PERSONAL LEAVE**

SECTION 1 Employees are eligible for unpaid leaves of absence under this section if they have completed at least one (1) year of service with the City of Middletown or a lesser amount if specifically allowed by law, or determined by the appointing authority to be an employee in good standing. The duration of each leave of absence shall be determined by the City of Middletown. The following types of leaves will be considered:

- (A) **Sick Leave of Absence** - Employees who are unable to work because of an illness or disability and whose illness or disability continues beyond the coverage afforded in the City's policy on short term leave with pay may be granted a sick leave of absence under the terms and conditions of the Family Medical Leave Act (FMLA) as defined by law. Such leave may be extended beyond the statutory limit of FMLA with the mutual agreement of the City and the Union. The City of Middletown may require certification, on a periodic basis, of an employee's continuing illness or disability by the employee's physician.
- (B) **Personal Leave of Absence** - Employees may be granted a personal leave of absence to attend to personal matters in cases in which the City of Middletown determines that an extended period of time away from the job will be in the best interest of the employee and the City.
- (C) **Military Leave of Absence** - A Military leave of absence will be granted if any employee enlists in time of war, is inducted or is recalled to active duty in the Armed Forces of the United States for a period of not more than four (4) years plus any involuntary extension for not more than one (1) year. Employees who perform and return from military service in the armed forces, the military reserves, or the National Guard shall have and retain such rights with respect to reinstatement, seniority, vacation, compensation and length of service pay increases as may from time to time be provided by applicable Federal or State Law. Upon satisfactory completion of military service and timely notice of intent to return to work, an employee will be reinstated to a job comparable to the one the employee left provided the employee is qualified and the City circumstances have not changed to the extent that it would be impossible or unreasonable to provide reemployment.

All employees who are granted military leaves of absence will continue to receive the health and life insurance benefits currently available as if he/she were not on leave of absence.

- (D) **Educational Leave of Absence** - Employees who desire to continue their education in preparation for added responsibilities with the City of Middletown may be granted an Educational Leave of Absence.
- (E) **Public Service Leave of Absence** - Employees who desire to accept temporary employment in Federal or State government or with an organization devoted to community betterment may be granted a public service leave of absence.

SECTION 2 Any employee making a request for a Leave of Absence, or an extension of Leave of Absence under Section 1 above, should deliver such request in writing to the employee's department head at least thirty (30) days, when possible, prior to commencement of the leave period or extension requested. The department head will then forward such request to the Director of Human Resources either recommending approval or disapproval. The Director of Human Resources will then recommend either approval or disapproval to the Mayor of the City of Middletown. The final decision concerning such a request will be made by the Mayor.

SECTION 3 A special paid leave of not more than three (3) consecutive working days shall be granted in the event of a death in the immediate family. For the purposes of this section, the phrase “immediate family” includes the employee’s spouse and relatives or step-relatives in the following categories: brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, father, mother, great-grandparent, grandmother, grandfather, children, father-in-law, mother-in-law, aunt, uncle, nephew, niece, grandchildren, or any other relative domiciled in the person’s household.

SECTION 4 In the event the funeral for a member of the immediate family is out of state, an extra day, or as many as is deemed necessary as approved by the Mayor or his/her designee, of leave shall be allowed.

SECTION 5 Employee’s returning from an unpaid Leave of Absence will be reinstated to their same job or one of similar status and pay provided the City’s circumstances have not changed to the extent that it would be impossible or unreasonable to provide reinstatement. If the same job or one of similar status or pay is not available, reinstatement may be deferred until the position is available and the employee will be granted a preference in recall.

SECTION 6 If an employee granted a Leave of Absence fails to return to work at the conclusion of an approved Leave of Absence, the employee may be terminated from the City of Middletown.

SECTION 7 No sick time, vacation, personal time or seniority will accrue while an employee has been granted a Leave of Absence under Section 1. For purposes of medical benefits, employees granted leave under this rule may purchase medical benefits at the employee’s expense for the period of the approved leave.

SECTION 8 The size of the Union’s negotiating committee may be regulated by the Union’s Executive Board, however, the City will grant a leave from duty with pay up to a maximum of eight (8) members of the Union.

SECTION 9 Union officers or members will be allowed to attend AFL-CIO or AFSCME sponsored seminars, conventions or training sessions on City time to an aggregate of ten (10) days at 100 percent (100%) pay and an additional six (6) days at fifty percent (50%) pay. No individual may use more than eight (8) days total.

SECTION 10 A maximum of two (2) members of the Union, in addition to the grievant, will be granted leave from duty to process grievances. In addition, the City will allow a reasonable number of employees to attend hearings for the purpose of providing testimony.

SECTION 11

- (A) An employee who becomes sick or disabled due to pregnancy or childbirth shall be entitled to leave in accordance with applicable State and Federal statutes.
- (B) Employees shall not be precluded from using accrued vacation or personal leave during periods of childbearing leave.

- (C) Subject to a physician's statement that the employee is physically unable to return to work, employees shall not be precluded from using accrued sick leave during periods of childbearing leave.
- (D) Nothing in this Article shall be construed as creating the right to childbearing or paternity leave.

SECTION 12 It is the policy of the City of Middletown to assist employees and their immediate family members who experience personal difficulties from time to time. Such difficulties can be emotionally, physically and mentally disruptive to an employee's otherwise well-balanced and fulfilling life. In recognition of these circumstances and as a means of minimizing any potential adverse effect on the employee's job performance, the City of Middletown has established an Employee Assistance Program (EAP) whereby employees can acquire a limited amount of confidential assistance in dealing with such matters as family or marital conflicts, divorce, death, serious financial difficulties, chemical dependency and other concerns. The EAP must have the commitment and support of both management and employees.

Purpose

The Employee Assistance Program (EAP) is a program designed to help employees in a work setting cope with personal problems that may be impacting their job performance. Employees are expected to maintain job performance and attendance at an acceptable level.

Confidentiality

The EAP is a voluntary program and confidentiality will be maintained for all employees that avail themselves of the services of this program.

Procedure for Referral

- (A) The employee may call the EAP directly for self-referral.
- (B) The Supervisor may make a referral when an employee's performance is affected.

Responsibilities

The responsibilities of the Employee, his/her Supervisor, and the Union under the Employee Assistance Program will be as outlined in the City of Middletown Employee Assistance Program. Copies of the City EAP Program will be available to all employees upon request. Following enrollment in a drug, chemical substance or alcohol treatment program, while serving a probationary period, employees may, as a condition of continued employment, be required to submit to no-notice laboratory testing procedures in order to validate their progress in the program. Employees who undergo drug, chemical or alcohol treatment outlined and agreed to by the employee and the treating facility shall complete the program or be subject to discipline up to and including termination.

ARTICLE 19
HOSPITALIZATION, MEDICAL, SURGICAL AND LIFE INSURANCE

SECTION 1

- (A) The City of Middletown shall provide, for all employees working 20 hours or more per week, the health benefit, as summarized in Appendix C, subject to the conditions contained in Section 1B of this Article.

A health plan with access to a national provider network that includes the features and copays described in Appendix C and herein – to access care you have the option of receiving care in-network by the carrier’s participating provider with most services covered at one hundred percent (100%) subject to fixed co-pay amounts of twenty dollars (\$20.00) per office visit, one hundred dollars (\$100.00) per emergency room visit (waived if admitted) and a two hundred and fifty dollars (\$250.00) per admission inpatient hospital co-pay is required. Or, you can choose to receive services out-of-network by a licensed physician of your choice, subject to four hundred dollars (\$400.00) per person/eight hundred dollars (\$800.00) per family calendar year deductibles with out-of-pocket maximums of eighteen hundred dollars (\$1,800.00) per person/three thousand dollars (\$3,000.00) family (Including deductibles). The plan will cover one (1) annual physical per member at no cost or co-pay)

The health plan also includes a prescription drug benefit that requires co-pays for a thirty (30) day supply of at the drug store for \$5 generic, \$20 preferred brand, and \$35 non-preferred brand. The following co-pays shall apply for a 90 day supply through mail order: \$10 generic, \$40 preferred brand, and \$70 non-preferred brand. The prescription drug benefit shall include mandatory generic. If a member requests a brand name medication when a generic equivalent is available, he/she will pay the difference in cost between the brand name and the generic unless his/her doctor determines that it is medically necessary for the member to take the brand name medication. In the case of medical necessity, the physician must seek prior approval for the mandatory generic exception from the City’s pharmacy benefit manager (“PBM”). In addition, the “Preferred National (closed) Formulary” will apply.

Bargaining unit employees shall contribute fourteen percent (14%) of the actual premium cost for plan coverage.

- (B) The City shall implement and maintain a Section 125 pre-tax wage deduction plan, in accordance with applicable provisions of Section 125 of the Internal Revenue Code and in accordance with any amendments to said provisions, so long as said provisions allow for such a plan. Said plan will include a medical spending account which may be utilized by bargaining unit employees in connection with their deductible and co-payment amounts listed in Section 1 A. of this Article and also will be designed to permit exclusion from taxable income of the employees' share of health insurance premiums under Section 1 C. of this Article for those employees who complete and sign the appropriate wage deduction form. The City shall incur no obligation to engage in any form of impact bargaining in the event that a change in law reduces or eliminates the tax-exempt status of the employee insurance premium contributions. 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. Further, the parties 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 2 The City shall provide for employees hired on or before to March 12, 2011, forty nine thousand dollars (\$49,000) in term life insurance. This benefit shall be at no cost to the employee. Upon retirement the benefit to the employee shall not be reduced.

For employees hired after March 12, 2011, the City shall provide twenty-five thousand (\$25,000) of term life coverage for each employee at a cost of ten dollars (\$10.00) per month. Upon retirement the benefit to the employee shall not be reduced.

SECTION 3 The City of Middletown shall continue to provide the current Comprehensive Dental Plan. The Comprehensive Dental Plan shall provide coverage for basic and major classes of service, as summarized in Appendix C attached hereto. The Plan will pay eighty percent (80%), sixty percent (60%) or fifty percent (50%) of covered expenses depending on the class of service; the employee will pay the remaining balance. The Plan will pay for up to four (4) cleanings per calendar year, per eligible member, at one hundred percent (100%). There are no deductibles applied to this plan and calendar year benefits are unlimited, except for a five hundred dollar (\$500.00) periodontal calendar year maximum and a twelve hundred dollar (\$1,200) orthodontic lifetime maximum.

SECTION 4 The City shall have the right to change insurance carriers/administrators provided the benefit levels provided for herein remain at least comparable. The City reserves the right to implement a wellness program at any point during this Agreement, which would provide an incentive linked to premium cost share in an employee is compliant with the program. Before implementing, the City will negotiate with the Union.

SECTION 5 Non-Pension Employees

- (A) For all non-pension employees hired on or before December 31, 2009, the City shall provide to them post-employment medical benefits after they have completed fifteen (15) years of continuous service. This group of employees shall have post-employment medical benefits provided to them based upon the applicable terms and conditions as set forth in Article 20 of the contract between the City and the Union.
- (B) All part time hires into the bargaining group after December 31, 2009, who are not part of the pension system shall not have post-employment medical benefits upon separation of city service as defined above.
- (C) Any employee who was hired after December 31, 2009, as part time but has since become a full time employee shall be eligible to receive post-employment medical benefits upon separation of city service once serving fifteen or twenty years of full-time

City service depending on the employee's date of hire as defined in Section 6 of this Article.

SECTION 6 The City shall provide for all pensioners and their enrolled dependents if eligible one of the following benefits.

- (A) All employees who were hired prior to January 8, 2018, and who retire on or after July 1, 2017, shall be provided upon retirement the same health insurance coverage as active employees, subject to the same limitations and payments as active employees, and shall be provided the same coverage, limitations and payments as active employees, which may be amended from time to time. All pensioners, age sixty-five (65) and older who are eligible for Medicare Parts A&B shall be provided supplemental coverage through the City of Middletown. Employees hired prior to March 12, 2011 must have at least fifteen (15) years of City service to be eligible for health insurance benefits upon retirement. Employees may elect retirement coverage under the federal Medicare Supplement program, as may be amended from time to time. This coverage is optional to the employee at time of retirement.

Employees who fall within the parameters of this Section and who retire at age of forty-six (46) or older, shall pay the same premium cost share as active employees as amended from time to time with a cap of twenty percent (20%).

Employees who fall within the parameters of this Section and who retire under the age of forty-six (46), shall pay fifty percent (50%) of the premium cost share plus an additional fifty percent (50%) for coverage for any dependents (including spouse).

- (B) Employees hired on or after January 8, 2018, shall, upon retirement, be provided the same health insurance coverage as active employees, subject to the same 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 be provided coverage under the federal Medicare Supplement program. Such coverage may be amended from time to time by the federal government. The federal Medicare Supplement program shall be supplemental to Medicare. Employees hired after March 12, 2011 must have at least twenty (20) years of 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.

46 years of age and younger 80% premium for employee + 80% premium coverage for spouse/dependent

46+ to 55 years of age 60% premium for employee + 60% premium for spouse/dependent

55+ and older 50% premium for employee + 50% premium for spouse/dependent

- (C) Upon the death of the retiree, the spouse may continue his/her medical coverage subject to all the same terms, limitations and payments applicable to active employees as said terms, limitations and payments may be amended from time to time. The premium cost

sharing obligation for the surviving spouse will be the same percentage as applied to active employees under Section 6 (B) or (c), as applicable, of this Article, as may be amended from time to time.

SECTION 7 Any person who retires on or after July 1, 2017, and who is gainfully employed by an employer who provides medical insurance shall become enrolled in that employer's medical program or be required to pay five percent (5%) more of the premium cost share that the individual would otherwise be paying in retirement in order to remain on the City's health plan. Said individual has an obligation to alert the Risk Manager's Office within 30 days of receiving alternate health insurance and will be taken off the City's health plan by the first of the month following the notification. If the City learns that an individual retiring under this Agreement can enroll in his or her new employer's health plan, then it will alert the retired individual by letter and either cease coverage or begin to charge the retiree the additional expense set forth above. If the retired individual ceases to be employed by the employer providing the aforementioned health insurance, does not have any health insurance with any other employer, and provides documentation to the Risk Manager's Office stating as much, he/she shall be reinstated to the City's health plan based upon the rate and design structure set forth in the employee's contract at separation or retirement.

SECTION 8 In the event that a member of the bargaining unit is terminated for just cause, he/she may forfeit the health benefits outlined in this Article if it is decided by an arbitrator, pursuant to Article VIII, Disciplinary Procedure, subsection 5 that the just cause for which the employee was terminated was sufficient to deprive the employee of these benefits.

SECTION 9 All members hired on or after January 8, 2018, shall pay into the City's OPEB Trust (Other Post Employment Trust) one percent (1%) of their base pay through pre-tax weekly payroll deductions. This deduction will occur regardless of whether the member has elected to enroll in the City's health plan as described above and will not be returned at an employee's termination or separation from City service. This deduction will end once the member retires or terminates employment with the City.

ARTICLE 20 **PENSIONS**

SECTION 1 Subject to the provisions of this Article, only full-time employees will be entitled to pension benefits. The Pension benefits shall be as provided for in the "Retirement Plan of the City of Middletown," effective July 3, 2017, as may be amended from time to time, except as modified as follows:

- (A) The highest three (3) years of service shall be the basis of the computation of pension benefits.
- (B) The minimum number of years required for vesting shall be ten (10) years. Anyone who shall receive a vested benefit based on the minimum of ten years of service, but less than twenty (20) years of service, shall be eligible to collect such benefits at age sixty-five (65). No employee who vests with less than fifteen (15) years of service shall receive any insurance benefits upon receiving a pension benefit based on the vested rights.

- (D) In those cases where a member of the pension plan leaves the employment of the City after twenty (20) years of service, he/she shall be eligible to receive a pension benefit on the earliest date on which he/she could have normally retired had he/she remained in the service of the City or may elect to have paid to him or her an amount equal to his/her contributions plus regular interest compounded annually as provided for in Section 5 of the Pension Plan.
- (D) School cafeteria employees are not covered by the “Retirement Plan of the City of Middletown.” They are covered by Social Security.
- (E) Those members of the Union who, at time of retirement desire their spouse to collect an amount greater than fifty percent (50%) of pension benefits due, may have said spouse receive such benefits but, in such case, the employee’s own pension benefit will be reduced actuarially by the amount above the fifty percent (50%) received by said spouse.
- (F) The City will make available to employees, pursuant to Internal Revenue Services Code 414(h) (2), the opportunity for each member to defer, for federal income tax purposes, income received during the calendar year in an amount equal to the employee’s contribution to the pension program.
- (G) The pension benefits multiplier shall be two and one-quarter percent (2 1/4%) for each year of credited service times the employee’s final average earnings.
- (H) Irrespective of any other provision of the Employees Pension Fund, employees who retire with twenty-two (22) or more years of credited service shall be eligible for retirement for superannuation under the provisions of said plan.
- (I) The City will be responsible for any funding that is needed in excess of the employees’ six (6) percent contribution as determined by the “Fund’s” actuaries.

SECTION 2

- (A) An Employee may name anyone he/she wishes as the beneficiary (not the recipient of spousal benefits) with respect to the pension plan.
- (B) All employees over the age fifty (50) will be allowed the option of participating in the pension plan.
- (C) If an employee leaves the employment of the City and returns within eighteen (18) months, he/she will be allowed to buy back time at the determined actuarial rate in order to receive credit for prior service.
- (D) The City will provide copies of the pension agreement to all employees in the bargaining unit.

SECTION 3 If an employee has worked for the City or one of its department under the CETA program, has worked for the City or one of its departments as a temporary employee for more than ninety (90) days, or leaves the employment of the City and returns within eighteen (18)

months, he/she will be allowed to buy back time at the determined actuarial rate in order to receive credit for prior service. The cost for such actuarial service shall be borne by the employee.

SECTION 4 In the event that a member of the bargaining unit is terminated for just cause, he/she may forfeit the pension benefits outlined in this Article if it is decided by an arbitrator, pursuant to Article XVI, Grievance Procedure, subsection 3 that the just cause for which the employee was terminated was sufficient to deprive the employee of these benefits.

ARTICLE 21 **UNIFORMS AND CLOTHING**

The City shall provide the following division employee's with an annual allotment of three hundred and fifty dollars (\$350.00) to purchase clothing, safety shoes, and rainwear: Public Works (Maintenance); Water & Sewer (Maintenance); Parks & Recreation (Maintenance); and custodial personnel. Safety shoes are defined as shoes which meet OSHA requirements for footwear protection. Employees shall be responsible for coming to work in appropriate apparel as defined by their Department Head. Clothes should be clean and in good repair.

ARTICLE 22 **SAFETY EQUIPMENT AND/OR REGULATIONS**

SECTION 1 All employees working for the City of Middletown shall at all times use safety devices and personal protective equipment provided by the City for the employees' protection. Employees issued safety equipment will be responsible for the proper care and proper use of the equipment. Failure to properly use safety equipment will be cause for issuance of a written warning. Subsequent instances will result in suspension and/or termination of employment.

SECTION 2 No later than January 15 of each year, the Union shall designate in writing to the Risk Manager's Office the names of two representatives and two alternatives from the Union's Executive Board to serve on the Mayor's Safety Committee. Two of the named individuals must attend all meetings of the Committee. No overtime wages will be paid for attending meetings or participating in Safety Committee activities.

ARTICLE 23 **TUITION REIMBURSEMENT**

SECTION 1 Any employee, who has completed six (6) months of service and is continuing his/her education in a job-related area or in an area that will assist the employee in upward mobility or promotional opportunities, shall be eligible for tuition reimbursement for a maximum of twelve (12) credits or the equivalent per year.

There shall be a maximum limit of four hundred dollars (\$400) tuition reimbursement per employee per semester.

SECTION 2 An employee applying for tuition reimbursement must submit the request in writing to the Human Resources Division of the Office of the General Counsel not less than two (2) weeks prior to the start of the registration period for the desired courses. After approval by the department head and the Director of Human Resources, if the employee decides to withdraw from the courses, he/she shall notify the Human Resources Division in writing so that the tuition funds may be voided.

As soon as possible following completion of the course(s), the employee shall submit the required documentation of payment and successful course completion. If no claim for reimbursement has been submitted to the Director of Human Resources within sixty (60) days of the end of the semester or course, the funds committed to that employee shall be voided and used for other purposes.

Employees, who complete a course with a failing grade or who withdraw from a course after the deadline, will not be reimbursed under this Article.

SECTION 3 The reimbursement per credit shall be as follows:

- (A) For credit courses at the undergraduate level leading to an Associate's or Bachelor's Degree, one hundred (100%) percent of the tuition to a maximum of fifty dollars (\$50) per credit hour. The cost of books will be reimbursed to a maximum of seventy-five dollars (\$75) per course.
- (B) All other courses or programs will be subject to prior approval and the reimbursement rate will be set by the Director of Human Resources in conjunction with approval of the request.

ARTICLE 24 **PRIOR PRACTICES**

The City and Union agree that all prior memoranda and/or letters of understanding not discussed and specifically incorporated into this Contract are null and void.

ARTICLE 25 **SAVINGS CLAUSE**

In the event that any provision or portion of this agreement is ruled invalid for any reason by an authority of established legal jurisdiction, the balance and remainder of this Agreement shall remain in full force and effect.

ARTICLE 26 **SANITATION COLLECTION SERVICES**

SECTION 1 The present method of providing sanitation collection services will be modified so that services will be provided with a seven and one-half person complement of personnel which will consist of one-half (1/2) foreman, three group leaders and four (4) groundsmen loaders.

SECTION 2 The present number of personnel will be reduced by transfer or reassignment, which will not result in any loss of pay for the members, involved.

SECTION 3 Furthermore, it will be necessary, as a cost saving measure, not to provide services on holidays as they are defined in Article 7.

SECTION 4 If the City experiences difficulty in operations of the Sanitation Division due to shortages in personnel because of sick leave, vacation leave, or workers compensation leave, the City has the right to temporarily transfer an employee from the Public Works Division in the following order: (1) voluntary transfer by a qualified employee; (2) the least-senior qualified employee in the required position.

SECTION 5 Two (2) members of the sanitation collection crew will be hired for four (4) hours of work at the applicable overtime rate on Saturdays should the City desire to continue Saturday collection. Notwithstanding the above, the City shall have the right to eliminate Saturday collections without consultation with the Union.

ARTICLE 27 **DRUG TESTING**

The parties recognize the importance to the City, to bargaining unit employees and to the citizens of Middletown that the workforce remains free of the effects of illegal drugs or controlled substances on the job. The City has the right to conduct drug testing under the following circumstances:

- (A) The City may require an employee to submit to drug testing if there is a reasonable suspicion that the employee may be under the influence of illegal or controlled substances. If an arbitrator is called upon to determine whether the City had “reasonable suspicion” to conduct a drug test in any given case, he/she shall not be bound by any external definition of that term.
- (B) An employee’s first confirmed positive test shall not be cause for termination, provided the employee agrees to participate in a treatment program as recommended by the City’s EAP, successfully completes such program as well as any recommended follow-up, which may include a requirement of random testing, and provides whatever authorization is necessary to permit the City to verify compliance with the above. Said employee must submit to a fitness for duty exam before returning to work. An employee’s second positive test result shall be grounds for discharge.
- (C) Refusal to submit to testing shall be considered the equivalent of a confirmed positive test result.
- (D) The City has the right to test employees pursuant to regulations issued by the City of Middletown Drug and Alcohol Policy, as said Policy may be amended from time to time in accordance with the Federal Department of Transportation requirements.

ARTICLE 28
MODIFIED DUTY

SECTION 1 The transitional modified duty work program seeks to provide temporary assignments to modified duty work for employees who are injured and cannot fulfill their assigned duties. The modified duty program also covers employees released for partial day modified duty work assignments arising from work related injuries.

SECTION 2 To be eligible for a modified duty assignment under the program for a work related injury, the employee or the City workers compensation claims administrator shall furnish to the Risk Manager, a report from the employee's treating physician, who shall indicate, in the treating physician's professional opinion, that the employee:

- (A) Should be placed on modified duty, and is capable of performing modified duty subject to medical restrictions and in light of the employee's current prescription medicine regimen;
- (B) A summary of the medical restrictions;
- (C) That the medical restrictions are not permanent in nature; and
- (D) That the employee will be able to perform the full duties of the employee's regular position within six (6) months.

If the treating physician's report does not include any of the above-mentioned items, the Risk Manager may request clarification from the physician on these items before placing the employee in a modified duty assignment.

SECTION 3 The storage of modified duty requests and medical/physician's certificates associated with a work related injury shall be kept on file in the Risk Manager's Office.

SECTION 4 Upon receiving a physician's report releasing an employee to modified duty, the Risk Manager must make the following findings before granting a modified duty assignment request:

- (A) That the employee is expected to required modified duty for a period of greater than one (1) week but less than six (6) months.
- (B) Whether an appropriate modified duty assignment can be identified and;
- (C) That the employee is suitable for and capable of performing that modified duty assignment

SECTION 5

- (A) The Risk Manager may, at any time, require an examination of the employee by a licensed physician for the purpose of clarifying said employee's eligibility for modified duty assignment.

- (B) At the request of the Risk Manager, the employee shall furnish periodic updates from their treating physician regarding diagnosis, prognosis, the employee's medical restrictions and any significant changes thereto, and those specific essential duties that cannot be performed due to the injury. The Risk Manager may also request information directly from the treating physician.
- (C) It is the responsibility of the employee to notify their supervisor or the Risk Manager's office of any change in their work status associated with work related injuries within one business day of their status changing. Failure to do so will result in the employee having to use his or her own sick, vacation, or personal time for any days in which he or she should have reported to work according to their doctor's work status change note.

SECTION 6 Members will not be required to perform the duties of other City bargaining units while assigned to modified duty. The City will attempt to accommodate members within their own department for modified duty assignments. Should no modified duty assignments be found within the employees own department, the City will look to assign the employee to modified duty performing tasks held or reasonably assumed to be a part of the Union. Modified duty assignments shall occur Monday to Friday during day time hours at a time that fits the operational needs of the relevant department. No overtime may be earned or worked while an employee is on modified duty.

SECTION 7 The Risk Manager, at his or her discretion, may extend an employee's modified duty assignment for up to an additional six (6) months by utilizing the aforementioned procedure.

SECTION 8 No transitional modified duty work program assignment will become a permanent job or assignment. Should the employee's disability result in the employee's permanent inability to perform one or more of the essential duties of their job, the employee will no longer be eligible for participation in the transitional modified duty work program and shall be referred to the Human Resources Director for next steps.

SECTION 9 At the conclusion of their modified duty assignment, the employee shall be required to furnish to the Risk Manager a written release from their treating physician, attesting to the employee's physical ability to perform all of the essential functions of their position in order to return to their full duties. The release to full duty shall also consider prescription medications currently being taken by the employee.

SECTION 10 Non-work related modified duty. At its sole discretion, the City through the Risk Manager's Office, may entertain modified duty for employees who are unable to perform the duties of their position due to a non-work related injury or illness. In the event an employee who is injured in a non-work related capacity is on a modified work day (Example: 4 hours of work), the balance of time off shall be in the form of accrued sick time. Employees with work related injuries and illnesses shall have first priority in assignment to modified duty over employees with non-work related injuries. A rejection for accommodation of a non-work related modified duty assignment shall not be subject to the grievance procedure.

ARTICLE 29
DURATION

SECTION 1 This Agreement shall remain in full force and effect from July 1, 2022 to June 30, 2025. This Agreement took effect on July 1, 2022. Notwithstanding the foregoing, no provision of this Agreement shall be applied retroactively unless specifically provided herein.

SECTION 2 Negotiations for the execution of a successor agreement for the year commencing July 1, 2025, shall be initiated sometime after January 1, 2025, and continue thereafter at such times and places as may be agreed upon by the parties.

ARTICLE 30
MISCELLANEOUS

SECTION 1 Employees will have free parking available during business hours in those areas designated by the City.

SECTION 2 Employees will continue to have an employee's lounge available for their use during coffee breaks and lunch periods.

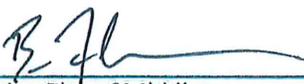
SECTION 3 The Union will have a right to schedule union meetings in available City meeting places during hours they are not regularly working.

SECTION 4 Any member of the Union shall be immune from civil liability in any action brought against such individual by the City for any act or omission which may constitute ordinary negligence on the part of such employee while acting in the discharge of their duties or within the scope of their employment. The immunity provided in this Section shall not apply to acts or omissions constituting willful or wanton misconduct.

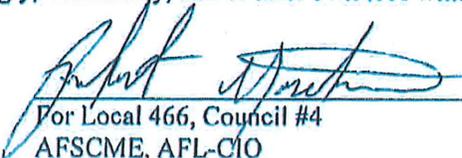
SECTION 5 For seminars in work related venues all employees of the classification shall be provided an equal opportunity for attendance.

SIGNATURE PAGE

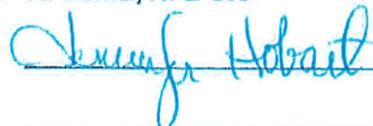
This contract was ratified on June 23, 2022 and put into place on July 1, 2022. By signing below, the parties confirm that they have read and that they understand the terms of this agreement and enter in to this agreement knowingly, voluntarily, and of their own free will:



For the City of Middletown



For Local 466, Council #4
AFSCME, AFL-CIO



8/3/22

DATE

8/3/22

DATE



Witness



Witness

APPENDIX A

**LOCAL 466 JOB CLASSIFICATION BY LOCATION
& GRADE ORDER**

APPENDIX A
LOCAL #466 JOB CLASSIFICATION LIST BY
LOCATION & GRADE ORDER

CITY OF MIDDLETOWN
LOCAL #466 JOB CLASSIFICATION LIST BY LOCATION & GRADE ORDER

GRADE JOB TITLE	DEPARTMENT
4 Crossing Guard	Police
4 Custodian	Various - (Communications, Public Works, Rec & Comm.)
GRADE JOB TITLE	DEPARTMENT
5 Crossing Guard/Enforcement Officer	Police
5 Custodian/Program Aide	Recreation and Community Services
5 Engineering Aide I	Public Works Engineering
5 Laborer	Sanitation
5 Park Maintainer I	Public Works
5 Parking Authority Records Clerk	EDC - Parking
5 Parking Enforcement Coordinator	EDC - Parking
5 Utility Worker I	Water & Sewer
GRADE JOB TITLE	DEPARTMENT
6 Accounts Clerk II	Varies - (Water & Sewer, Rec & Comm., Finance, Pubic Works)
6 Administrative Secretary II	Varies - (Police, Police/IT, PW Admin.)
6 Assessment Aide/ Technician I	Tax Assessor
6 Building Superintendent I	Various - (City Hall, Police, Water & Sewer)
6 Carpenter's Assistant	Public Works Building and Grounds
6 Clerk- Recreation and Community Services	Recreation and Community Services
6 Engineering Aide II	Public Works Engineering
6 Meter Monitor, Collections & Repair	EDC - Parking
6 Park Maintainer II	Public Works
6 Parking Enforcement Coordinator/Clerk	EDC - Parking
6 PCD Secretary I	Planning, Conservation & Development
6 Records Clerk	Police
6 Truck Driver	Public Works
6 Utility Worker II	Water & Sewer
GRADE JOB TITLE	DEPARTMENT
7 Accounts Clerk III	Public Works
7 Administrative Secretary II/ Assist. Reg. of Vital Stats.	Health
7 Building Superintendent II	Various - (City Hall, Municipal Blds., Police)
7 Case Worker	Youth Services
7 Chief Accounts Clerk	Water & Sewer
7 Civilian Dispatcher Trainee	Central Communications
7 Engineering Technician I	Public Works Engineering
7 Paint/Traffic Paint Worker	Public Works Traffic
7 Plant Operator II	Sewer
7 Program Aide/Coordinator	Recreation & Community Services
7 Sweeper Operator	Public Works Highway
7 Tax Clerk	Finance
7 Truck Driver	Public Works

GRADE JOB TITLE

8 Accounts Clerk III
 8 Administrative Secretary III
 8 Assessment Aide/Technician II
 8 Building Superintendent II - Pool/ Driver
 8 Chief Records Clerk
 8 Chief Records Technician-Building Division
 8 Civilian Dispatcher
 8 Clerk- Park Maintenance Garage
 8 Coordinator of Risk Reduction Programs
 8 Land Records/Special Project Clerk
 8 Land Use Administrative Assistant
 8 Light Equipment Operator
 8 Park Maintainer III
 8 Program Service Supervisor
 8 Recreation Supervisor
 8 Recycling Center Gate Attendant/Monitor
 8 Sweeper Operator- Early Shift
 8 Utility Worker III
 8 Utility Worker IV
 8 Water Treatment Operator I
 8 Youth Worker

DEPARTMENT

Finance
 Varies - (EDC, Fire, Parking, Police, Public Works, W&S)
 Tax Assessor
 Recreation and Community Services
 Police
 Public Works Building Inspection
 Central Communications
 Public Works
 Health
 Town Clerk
 Land Use
 Public Works Highway
 Public Works
 Recreation and Community Services
 Recreation and Community Services
 Public Works/Sanitation
 Public Works Highway
 Water & Sewer
 Water & Sewer
 Water & Sewer
 Youth Services

GRADE JOB TITLE

9 Administrative Secretary III
 9 Assessment Inspector/Data & Map Coordinator
 9 Assistant City & Town Clerk
 9 Building Superintendent IV
 9 Building Superintendent IV
 9 Carpenter
 9 Chief Meter Technician
 9 Chief Pump Station Technician
 9 Chief Tax Clerk
 9 Civilian Dispatcher Trainer
 9 Construction Inspector
 9 Engineering Technician II
 9 Heavy Equipment Operator
 9 Heavy Equipment Operator
 9 Master Mechanic
 9 Operation Coordinator Public Works Garage
 9 Paint/Traffic Paint Supervisor
 9 Program/Budget Analyst, Police
 9 Program/Budget Analyst
 9 Program/Budget Analyst-Assist Reg. of Vital Stats
 9 Purchasing Assistant
 9 Recreation Supervisor and Outreach Specialist
 9 Research Analyst
 9 Revenue Coord./Assist Payroll Pension Coord.
 9 Scheduling & Payroll Coordinator
 9 Senior Service Coordinator
 9 Utility Conformance Inspector

DEPARTMENT

Equal Opp. & Diversity Management
 Tax Assessor
 Town Clerk
 Police
 City Hall
 Public Works
 Water & Sewer
 Water & Sewer
 Finance
 Central Communications
 Public Works
 Public Work Engineering
 Public Works Highway
 Water & Sewer
 Public Works Parks
 Public Works Highway
 Public Works Traffic
 Police
 Various - (Fire, Finance, Rec & Comm., PW Admin.)
 Health
 Finance/Purchasing
 Recreation and Community Services
 Police
 Finance
 Police
 Recreation and Community Services
 Water

GRADE JOB TITLE

10 Assistant Building Official
 10 Building Superintendent IV
 10 Cash Supervisor
 10 Electrician
 10 Engineer/Information Analyst
 10 Heavy Equipment Operator/Landfill
 10 Housing Code Enforcement Officer
 10 Lead Civilian Dispatcher
 10 Lead Program Analyst
 10 Master Mechanic
 10 Recreation & Aquatics Program Supervisor
 10 Public Health Sanitarian Enforcement Officer
 10 Recycling Coordinator
 10 Support Technician
 10 Water Treatment Plant Operator II

DEPARTMENT

Public Works Building Inspection
 Public Works
 Finance
 Water & Sewer
 Water & Sewer
 Public Works Sanitation/Landfill
 Health
 Central Communications
 Finance
 Public Works Garage
 Recreation and Community Services
 Health
 Public Works Recycling
 Technology Services
 Water & Sewer

GRADE JOB TITLE

11 Community Health Educator
 11 Electrical Engineer
 11 Lead Master Mechanic
 11 Paint/Traffic Paint Supervisor
 11 Senior Services Specialist

DEPARTMENT

Health
 Water & sewer
 Public Works Garage
 Public Works Traffic
 Recreation & Community Services

GRADE JOB TITLE

12 Engineer Inspector
 12 Parking Operation Manager
 12 Sidewalk and Conformance Inspector
 12 Supervisor of Account Management
 12 Supervisor of Account Management

DEPARTMENT

Water & Sewer
 EDC - Parking
 Public Works
 Finance
 Water & Sewer

APPENDIX B
WAGE SCALES

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
		3 months	3 months	6 months	1 year	1 year	maximum
Grade 4							
7/1/2021		15.35	16.80	18.31	19.77	21.24	22.73
7/1/2022	3.50%	15.89	17.39	18.95	20.46	21.98	23.53
7/1/2023	3.00%	16.37	17.91	19.52	21.07	22.64	24.24
7/1/2024	3.50%	16.94	18.54	20.20	21.81	23.43	25.09
Grade 5							
7/1/2021		17.17	18.82	20.47	22.11	23.78	25.42
7/1/2022	3.50%	17.77	19.48	21.19	22.88	24.61	26.31
7/1/2023	3.00%	18.30	20.06	21.83	23.57	25.35	27.10
7/1/2024	3.50%	18.94	20.76	22.59	24.40	26.24	28.05
Grade 6							
7/1/2021		18.97	20.82	22.61	24.44	26.25	28.08
7/1/2022	3.50%	19.63	21.55	23.40	25.30	27.17	29.06
7/1/2023	3.00%	20.22	22.20	24.10	26.06	27.99	29.93
7/1/2024	3.50%	20.93	22.98	24.94	26.97	28.97	30.98
Grade 7							
7/1/2021		20.82	22.81	24.80	26.80	28.80	30.79
7/1/2022	3.50%	21.55	23.61	25.67	27.74	29.81	31.87
7/1/2023	3.00%	22.20	24.32	26.44	28.57	30.70	32.83
7/1/2024	3.50%	22.98	25.17	27.37	29.57	31.77	33.98
Grade 8							
7/1/2021		22.59	24.77	26.95	29.13	31.28	33.46
7/1/2022	3.50%	23.38	25.64	27.89	30.15	32.37	34.63
7/1/2023	3.00%	24.08	26.41	28.73	31.05	33.34	35.67
7/1/2024	3.50%	24.92	27.33	29.74	32.14	34.51	36.92

Grade 9							
7/1/2021		24.42	26.76	29.12	31.45	33.80	36.11
7/1/2022	3.50%	25.27	27.70	30.14	32.55	34.98	37.37
7/1/2023	3.00%	26.03	28.53	31.04	33.53	36.03	38.49
7/1/2024	3.50%	26.94	29.53	32.13	34.70	37.29	39.84
Grade 10							
7/1/2021		26.24	28.75	31.27	33.80	36.31	38.83
7/1/2022	3.50%	27.16	29.76	32.36	34.98	37.58	40.19
7/1/2023	3.00%	27.97	30.65	33.33	36.03	38.71	41.40
7/1/2024	3.50%	28.95	31.72	34.50	37.29	40.06	42.85
Grade 11							
7/1/2021		28.05	30.76	33.44	36.10	38.81	41.52
7/1/2022	3.50%	29.03	31.84	34.61	37.36	40.17	42.97
7/1/2023	3.00%	29.90	32.80	35.65	38.48	41.38	44.26
7/1/2024	3.50%	30.95	33.95	36.90	39.83	42.83	45.81
Grade 12							
7/1/2021		29.86	32.74	35.60	38.47	41.31	44.20
7/1/2022	3.50%	30.91	33.89	36.85	39.82	42.76	45.75
7/1/2023	3.00%	31.84	34.91	37.96	41.01	44.04	47.12
7/1/2024	3.50%	32.95	36.13	39.29	42.45	45.31	48.77
Grade 13							
7/1/2021		31.69	34.71	37.77	40.81	43.84	46.89
7/1/2022	3.50%	32.80	35.92	39.09	42.24	45.37	48.53
7/1/2023	3.00%	33.78	37.00	40.26	43.51	46.73	49.99
7/1/2024	3.50%	34.96	38.30	41.67	45.03	48.37	51.74

Grade 14							
7/1/2021		32.75	35.89	39.05	42.20	45.33	48.48
7/1/2022	3.50%	33.90	37.15	40.42	43.68	46.92	50.18
7/1/2023	3.00%	34.92	38.26	41.63	44.99	48.33	51.69
7/1/2024	3.50%	36.14	39.60	43.09	46.56	50.02	53.50
Grade 15							
7/1/2021		34.53	37.83	41.14	44.46	47.76	51.09
7/1/2022	3.50%	35.74	39.15	42.58	46.02	49.43	52.88
7/1/2023	3.00%	36.81	40.33	43.86	47.40	50.91	54.46
7/1/2024	3.50%	38.10	41.74	45.39	49.06	52.70	56.37
Grade 16							
7/1/2021		36.30	39.80	43.25	46.73	50.22	53.69
7/1/2022	3.50%	37.57	41.19	44.76	48.37	51.98	55.57
7/1/2023	3.00%	38.70	42.43	46.11	49.82	53.54	57.24
7/1/2024	3.50%	40.05	43.91	47.72	51.56	55.41	59.24
RED CIRCLED POSITIONS							
grade 13							
step 6							
7/1/2021		40.29					
7/1/2022	3.50%	41.70					
7/1/2023	3.00%	42.95					
7/1/2024	3.50%	44.45					

APPENDIX C
MEDICAL PLANS



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

Important Questions	Answers	Why This Matters:
<p>What is the overall deductible?</p>	<p>For in-network providers: \$0/individual or \$0/family For out-of-network providers: \$400/individual or \$800/family</p>	<p>Generally, you must pay all of the costs from providers up to the deductible amount before this plan begins to pay. If you have other family members on the plan, each family member must meet their own individual deductible until the total amount of deductible expenses paid by all family members meets the overall family deductible.</p>
<p>Are there services covered before you meet your deductible?</p>	<p>Yes. Emergency Care.</p>	<p>You will have to meet the deductible before the plan pays for any services.</p>
<p>Are there other deductibles for specific services?</p>	<p>No.</p>	<p>You don't have to meet deductibles for specific services.</p>
<p>What is the out-of-pocket limit for this plan?</p>	<p>For in-network providers: \$6,350/individual or \$12,700/family For out-of-network providers: \$1,800/individual or \$3,000/family Combined medical/behavioral and pharmacy out-of-pocket limit</p>	<p>The out-of-pocket limit is the most you could pay in a year for covered services. If you have other family members in this plan, they have to meet their own out-of-pocket limits until the overall family out-of-pocket limit has been met.</p>
<p>What is not included in the out-of-pocket limit?</p>	<p>Penalties for failure to obtain pre-authorization for services, premiums, balance-billing charges, and health care this plan doesn't cover.</p>	<p>Even though you pay these expenses, they don't count toward the out-of-pocket limit.</p>
<p>Will you pay less if you use a network provider?</p>	<p>Yes. See www.cigna.com or call 1-800-Cigna24 for a list of network providers.</p>	<p>This plan uses a provider network. You will pay less if you use a provider in the plan's network. You will pay the most if you use an out-of-network provider, and you might receive a bill from a provider for the difference between the provider's charge and what your plan pays (balance billing). Be aware your network provider might use an out-of-network provider for some services (such as lab work). Check with your provider before you get services.</p>

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



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

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	\$20 copay /visit, except no charge for office surgery	20% coinsurance	None
	Specialist visit	\$20 copay /visit, except no charge for office surgery	20% coinsurance	None
	Preventive care/ screening/ immunization	No charge/visit No charge/ screening No charge/immunizations	20% coinsurance /visit 20% coinsurance/ screening No charge/ immunizations** ** Deductible does not apply	None None None You may have to pay for services that aren't preventive. Ask your provider if the services needed are preventive. Then check what your plan will pay for.
If you have a test	Diagnostic test (x-ray, blood work)	No charge	20% coinsurance	None
	Imaging (CT/PET scans, MRIs)	No charge	20% coinsurance	None

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you need drugs to treat your illness or condition More information about prescription drug coverage is available at www.expressscripts.com	Generic drugs (Tier 1)	\$5 retail/\$10 mail order	20% coinsurance	Mail Order is 90 day supply
	Preferred brand drugs (Tier 2)	\$20 retail/\$40 mail order	20% coinsurance	Mail Order is 90 day supply When a generic is available but the pharmacy dispenses the brand name medication for any reason, you will pay the difference between the brand name medication and the generic, plus the brand copay unless your physician obtains prior approval.
	Non-preferred brand drugs (Tier 3)	\$35 retail/\$70 mail order	20% coinsurance	Mail Order is 90 day supply When a generic is available but the pharmacy dispenses the brand name medication for any reason, you will pay the difference between the brand name medication and the generic, plus the brand copay unless your physician obtains prior approval.
	Specialty drugs (Tier 4)	Same as above	Not covered	Must use Accredo Specialty
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	No charge	20% coinsurance	None
	Physician/surgeon fees	No charge	20% coinsurance	None
If you need immediate medical attention	Emergency room care	\$100 copay /visit	\$100 copay /visit Deductible does not apply	Per visit copay is waived if admitted
	Emergency medical transportation	No charge	No charge Deductible does not apply	None
	Urgent care	\$20 copay /visit	20% coinsurance	None

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you have a hospital stay	Facility fee (e.g., hospital room)	\$250 copay /admission	20% coinsurance	Lesser of 50% of covered expenses or \$500 penalty for no out-of-network precertification.
	Physician/surgeon fees	No charge	20% coinsurance	Lesser of 50% of covered expenses or \$500 penalty for no out-of-network precertification.
If you need mental health, behavioral health, or substance abuse services	Outpatient services	\$20 copay /office visit No charge/all other services	20% coinsurance /office visit 20% coinsurance /all other services	None
	Inpatient services	\$250 copay /admission	20% coinsurance	Lesser of 50% of covered expenses or \$500 penalty for no out-of-network precertification.
If you are pregnant	Office visits	No charge	20% coinsurance	Primary Care or Specialist benefit levels apply for initial visit to confirm pregnancy. Cost sharing does not apply for preventive services . Depending on the type of services, a copayment , coinsurance or deductible may apply. Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound).
	Childbirth/delivery professional services	No charge	20% coinsurance	
	Childbirth/delivery facility services	\$250 copay /admission, no charge for newborn hospital expenses	20% coinsurance	

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you need help recovering or have other special health needs	Home health care	No charge	20% coinsurance	16 hour maximum per day
	Rehabilitation services	\$20 copay /PCP visit	20% coinsurance /PCP visit	Coverage is limited to annual max of: 60 days for Rehabilitation and Chiropractic care services
		\$20 copay / Specialist visit	20% coinsurance / Specialist visit	Limits are not applicable to mental health conditions for Physical, Speech and Occupational therapies.
	Habilitation services	\$20 copay /PCP visit	20% coinsurance /PCP visit	Services are covered when Medically Necessary to treat a mental health condition (e.g. autism).
		\$20 copay / Specialist visit	20% coinsurance / Specialist visit	Limits are not applicable to mental health conditions for Physical, Speech and Occupational therapies.
	Skilled nursing care	No charge	20% coinsurance	Lesser of 50% of covered expenses or \$500 penalty for no out-of-network precertification. Coverage is limited to 60 days annual max.
Durable medical equipment	No charge	20% coinsurance	None	
Hospice services	No charge/inpatient services No charge/outpatient services	20% coinsurance /inpatient services 20% coinsurance /outpatient services	Lesser of 50% of covered expenses or \$500 penalty for failure to precertify out-of-network inpatient hospice services .	
If your child needs dental or eye care	Children's eye exam	No Charge	20% coinsurance	One routine eye exam every 12-months
	Children's glasses	Not covered	Not covered	None
	Children's dental check-up	Not covered	Not covered	None

Excluded Services & Other Covered Services:

Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services.)

- Cosmetic surgery
- Dental care (Adult)
- Dental care (Children)
- Long-term care
- Non-emergency care when traveling outside the U.S.
- Private-duty nursing
- Weight loss programs

Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.)

- Acupuncture
- Bariatric Surgery
- Routine Eye Care (adult) one exam every 12-months
- Chiropractic care (combined with [Rehabilitation Services](#))
- Hearing aids (2 devices per 24 months)
- Infertility treatment
- Routine foot care

Your Rights to Continue Coverage:

There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, at 1-877-267-2323 x61565 or www.cciio.cms.gov. Other coverage options may be available to you, too, including buying individual insurance coverage through the [Health Insurance Marketplace](#). For more information about the [Marketplace](#), visit www.HealthCare.gov or call 1-800-318-2596.

Your Grievance and Appeals Rights:

There are agencies that can help if you have a complaint against your [plan](#) for a denial of a [claim](#). This complaint is called a [grievance](#) or [appeal](#). For more information about your rights, look at the explanation of benefits you will receive for that medical [claim](#). Your [plan](#) documents also provide complete information on how to submit a [claim](#), [appeal](#) or a [grievance](#) for any reason to your [plan](#). For more information about your rights, this notice, or assistance, contact: Cigna Customer service at 1-800-Cigna24. Additionally, a consumer assistance program can help you file your [appeal](#). Contact: Connecticut Office of the Health Care Advocate at (866) 466-4446.

Does this plan provide Minimum Essential Coverage? Yes

[Minimum Essential Coverage](#) generally includes [plans](#), [health insurance](#) available through the [Marketplace](#) or other individual market policies, Medicare, Medicaid, CHIP, TRICARE, and certain other coverage. If you are eligible for certain types of [Minimum Essential Coverage](#), you may not be eligible for the [premium tax credit](#).

Does this plan meet the Minimum Value Standards? Yes

If your [plan](#) doesn't meet the [Minimum Value Standards](#), you may be eligible for a [premium tax credit](#) to help you pay for a [plan](#) through the [Marketplace](#).

Language Access Services:

Spanish (Español): Para obtener asistencia en Español, llame al 1-800-244-6224.

Tagalog (Tagalog): Kung kailangan ninyo ang tulong sa Tagalog tumawag sa 1-800-244-6224.

Chinese (中文): 如果需要中文的帮助, 请拨打这个号码 1-800-244-6224.

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

-----*To see examples of how this [plan](#) might cover costs for a sample medical situation, see the next section.*-----

About these Coverage Examples:



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

Peg is Having a Baby
(9 months of in-network pre-natal care and a hospital delivery)

- The [plan's](#) overall [deductible](#) \$0
- [Specialist copayment](#) \$20
- Hospital (facility) [coinsurance](#) 0%
- Other [coinsurance](#) 0%

This EXAMPLE event includes services like:

- [Specialist](#) office visits (*prenatal care*)
- Childbirth/Delivery Professional Services
- Childbirth/Delivery Facility Services
- [Diagnostic tests](#) (*ultrasounds and blood work*)
- [Specialist](#) visit (*anesthesia*)

Total Example Cost	\$12,700
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In this example, Peg would pay:

Cost Sharing	
Deductibles	\$0
Copayments	\$290
Coinsurance	\$0
What isn't covered	
Limits or exclusions	\$100
The total Peg would pay is	\$390

Managing Joe's type 2 Diabetes
(a year of routine in-network care of a well-controlled condition)

- The [plan's](#) overall [deductible](#) \$0
- [Specialist copayment](#) \$20
- Hospital (facility) [coinsurance](#) 0%
- Other [coinsurance](#) 0%

This EXAMPLE event includes services like:

- [Primary care physician](#) office visits (*including disease education*)
- [Diagnostic tests](#) (*blood work*)
- [Prescription drugs](#)
- [Durable medical equipment](#) (*glucose meter*)

Total Example Cost	\$5,600
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In this example, Joe would pay:

Cost Sharing	
Deductibles	\$0
Copayments	\$100
Coinsurance	\$0
What isn't covered	
Limits or exclusions	\$40
The total Joe would pay is	\$140

Mia's Simple Fracture
(in-network emergency room visit and follow up care)

- The [plan's](#) overall [deductible](#) \$0
- [Specialist copayment](#) \$20
- Hospital (facility) [coinsurance](#) 0%
- Other [coinsurance](#) 0%

This EXAMPLE event includes services like:

- [Emergency room care](#) (*including medical supplies*)
- [Diagnostic test](#) (*x-ray*)
- [Durable medical equipment](#) (*crutches*)
- [Rehabilitation services](#) (*physical therapy*)

Total Example Cost	\$2,800
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In this example, Mia would pay:

Cost Sharing	
Deductibles	\$0
Copayments	\$200
Coinsurance	\$0
What isn't covered	
Limits or exclusions	\$0
The total Mia would pay is	\$200

The [plan](#) would be responsible for the other costs of these EXAMPLE covered services.

DISCRIMINATION IS AGAINST THE LAW

Medical coverage

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

Cigna:

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

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

If you believe that Cigna has failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability, or sex, you can file

a grievance by sending an email to ACAGrievance@Cigna.com or by writing to the following address:

Cigna
Nondiscrimination Complaint Coordinator
PO Box 188016
Chattanooga, TN 37422

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

U.S. Department of Health and Human Services
200 Independence Avenue, SW
Room 509F, HHH Building
Washington, DC 20201
1.800.368.1019, 800.537.7697 (TDD)
Complaint forms are available at
<http://www.hhs.gov/ocr/office/file/index.html>.



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Proficiency of Language Assistance Services

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

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

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

Vietnamese – XIN LƯU Ý: Quý vị được cấp dịch vụ trợ giúp về ngôn ngữ miễn phí. Dành cho khách hàng hiện tại của Cigna, vui lòng gọi số ở mặt sau thẻ Hội viên. Các trường hợp khác xin gọi số 1.800.244.6224 (TTY: Quay số 711).

Korean – 주의: 한국어를 사용하시는 경우, 언어 지원 서비스를 무료로 이용하실 수 있습니다. 현재 Cigna 가입자님들께서는 ID 카드 뒷면에 있는 전화번호로 연락해주시고. 기타 다른 경우에는 1.800.244.6224 (TTY: 다이얼 711)번으로 전화해주시고.

Tagalog – PAUNAWA: Makakakuha ka ng mga serbisyo sa tulong sa wika nang libre. Para sa mga kasalukuyang customer ng Cigna, tawagan ang numero sa likuran ng iyong ID card. O kaya, tumawag sa 1.800.244.6224 (TTY: I-dial ang 711).

Russian – ВНИМАНИЕ: вам могут предоставить бесплатные услуги перевода. Если вы уже участвуете в плане Cigna, позвоните по номеру, указанному на обратной стороне вашей идентификационной карточки участника плана. Если вы не являетесь участником одного из наших планов, позвоните по номеру 1.800.244.6224 (TTY: 711).

Arabic – برجاء الانتباه خدمات الترجمة المجانية متاحة لكم. لعملاء Cigna الحاليين برجاء الاتصال بالرقم المدون علي ظهر بطاقتكم الشخصية. او اتصل ب 1.800.244.6224 (TTY: اتصل ب 711).

French Creole – ATANSYON: Gen sèvis èd nan lang ki disponib gratis pou ou. Pou kliyan Cigna yo, rele nimewo ki deyè kat ID ou. Sinon, rele nimewo 1.800.244.6224 (TTY: Rele 711).

French – ATTENTION: Des services d'aide linguistique vous sont proposés gratuitement. Si vous êtes un client actuel de Cigna, veuillez appeler le numéro indiqué au verso de votre carte d'identité. Sinon, veuillez appeler le numéro 1.800.244.6224 (ATS : composez le numéro 711).

Portuguese – ATENÇÃO: Tem ao seu dispor serviços de assistência linguística, totalmente gratuitos. Para clientes Cigna atuais, ligue para o número que se encontra no verso do seu cartão de identificação. Caso contrário, ligue para 1.800.244.6224 (Dispositivos TTY: marque 711).

Polish – UWAGA: w celu skorzystania z dostępnej, bezpłatnej pomocy językowej, obecni klienci firmy Cigna mogą dzwonić pod numer podany na odwrocie karty identyfikacyjnej. Wszystkie inne osoby prosimy o skorzystanie z numeru 1 800 244 6224 (TTY: wybierz 711).

Japanese – 注意事項: 日本語を話される場合、無料の言語支援サービスをご利用いただけます。現在のCignaのお客様は、IDカード裏面の電話番号まで、お電話にてご連絡ください。その他の方は、1.800.244.6224(TTY: 711)まで、お電話にてご連絡ください。

Italian – ATTENZIONE: Sono disponibili servizi di assistenza linguistica gratuiti. Per i clienti Cigna attuali, chiamare il numero sul retro della tessera di identificazione. In caso contrario, chiamare il numero 1.800.244.6224 (utenti TTY: chiamare il numero 711).

German – ACHTUNG: Die Leistungen der Sprachunterstützung stehen Ihnen kostenlos zur Verfügung. Wenn Sie gegenwärtiger Cigna-Kunde sind, rufen Sie bitte die Nummer auf der Rückseite Ihrer Krankenversicherungskarte an. Andernfalls rufen Sie 1.800.244.6224 an (TTY: Wählen Sie 711).

Persian (Farsi) – توجه: خدمات کمک زبانی, به صورت رایگان به شما ارائه میشود. برای مشتریان فعلی Cigna, لطفاً با شماره‌های که در پشت کارت شناسایی شماست تماس بگیرید. در غیر اینصورت با شماره 1.800.244.6224 تماس بگیرید (شماره تلفن ویژه ناشنوايان: شماره 711 را شماره‌گیری کنید).

Cigna Dental Benefit Summary
City of Middletown – DPPO3
Plan Renewal Date: 07/01/2022



Administered by: Cigna Health and Life Insurance Company

This material is for informational purposes only and is designed to highlight some of the benefits available under this plan. Consult the plan documents to determine specific terms of coverage relating to your plan. Terms include covered procedures, applicable waiting periods, exclusions and limitations. **Your DPPO plan allows you to see any licensed dentist, but using an in-network dentist may minimize your out-of-pocket expenses.**

Cigna Dental PPO				
Network Options	In-Network: Total Cigna DPPO Network		Non-Network: See Non-Network Reimbursement	
Reimbursement Levels	Based on Contracted Fees		Based on Billed Charge	
Calendar Year Benefits Maximum Applies to: Class I, II, III & VII expenses	Unlimited		Unlimited	
Calendar Year Deductible				
Individual	\$0		\$0	
Family	\$0		\$0	
Benefit Highlights	Plan Pays	You Pay	Plan Pays	You Pay
Class I: Diagnostic & Preventive X-rays: routine X-rays: non-routine Fluoride Application Sealants: per tooth Space Maintainers: non-orthodontic Emergency Care to Relieve Pain	80% No Deductible	20% No Deductible	80% No Deductible	20% No Deductible
Class II: Basic Restorative Restorative: fillings Endodontics: minor and major Oral Surgery: minor and major Anesthesia: general and IV sedation Repairs: bridges, crowns and inlays Repairs: dentures Denture Relines, Rebases and Adjustments Dentures	80% No Deductible	20% No Deductible	80% No Deductible	20% No Deductible
Class III: Major Restorative Inlays and Onlays Prosthesis Over Implant Crowns: prefabricated stainless steel / resin Crowns: permanent cast and porcelain Bridges	50% No Deductible	50% No Deductible	50% No Deductible	50% No Deductible
Class IV: Orthodontia Coverage for Dependent Children to age 23 Lifetime Benefits Maximum: \$1,200	60% No Deductible	40% No Deductible	60% No Deductible	40% No Deductible
Class VI: Periodontics Periodontics: minor and major Calendar Year Benefits Maximum: \$500	80% No Deductible	20% No Deductible	80% No Deductible	20% No Deductible
Class VII: Oral Evaluations Prophylaxis: routine cleanings	100% No Deductible	0% No Deductible	100% No Deductible	0% No Deductible
Benefit Plan Provisions:				
In-Network Reimbursement	For services provided by a Cigna Dental PPO network dentist, Cigna Dental will reimburse the dentist according to a Fee Schedule or Discount Schedule.			
Non-Network Reimbursement	For services provided by a non-network dentist, Cigna Dental will reimburse according to the Billed Charge.			
Cross Accumulation	All deductibles, plan maximums, and service specific maximums cross accumulate between in and out of network. Benefit frequency limitations are based on the date of service and cross accumulate between in and out of network.			
Calendar Year Benefits Maximum	The plan will only pay for covered charges up to the yearly Benefits Maximum, when applicable. Benefit-specific Maximums may also apply.			

<i>Calendar Year Deductible</i>	This is the amount you must pay before the plan begins to pay for covered charges, when applicable. Benefit-specific deductibles may also apply.
<i>Pretreatment Review</i>	Pretreatment review is available on a voluntary basis when dental work in excess of \$300 is proposed.
<i>Alternate Benefit Provision</i>	When more than one covered Dental Service could provide suitable treatment based on common dental standards, Cigna will determine the covered Dental Service on which payment will be based and the expenses that will be included as Covered Expenses. Alternate benefit provision does not apply to crowns and fillings.
<i>Oral Health Integration Program®</i>	The Cigna Dental Oral Health Integration Program offers enhanced dental coverage for customers with certain medical conditions. There is no additional charge to participate in the program. Those who qualify can receive reimbursement of their coinsurance for eligible dental services. Eligible customers can also receive guidance on behavioral issues related to oral health. Reimbursements under this program are not subject to the annual deductible, but will be applied to the plan annual maximum. For more information on how to enroll in this program and a complete list of terms and eligible conditions, go to www.mycigna.com or call customer service 24/7 at 1-800-Cigna24.
<i>Timely Filing</i>	Out of network claims submitted to Cigna after 365 days from date of service will be denied.
<i>Benefit Limitations:</i>	
Oral Evaluations/Exams	4 per calendar year.
X-rays (routine)	Bitewings: 2 per calendar year.
X-rays (non-routine)	Complete series of radiographic images and panoramic radiographic images: Limited to a combined total of 1 per 36 months.
Diagnostic Casts	Payable only in conjunction with orthodontic workup.
Cleanings	4 per calendar year, including periodontal maintenance procedures following active therapy.
Fluoride Application	2 per calendar year for children under age 19.
Sealants (per tooth)	Limited to posterior tooth. 1 treatment per tooth every 36 months.
Space Maintainers	Limited to non-orthodontic treatment for children under age 19.
Inlays, Crowns, Bridges, Dentures and Partials	Replacement every 60 months if unserviceable and cannot be repaired. Benefits are based on the amount payable for non-precious metals. No porcelain or white/tooth-colored material on molar crowns or bridges.
Denture and Bridge Repairs	Reviewed if more than once.
Denture Relines, Rebases and Adjustments	Covered if more than 6 months after installation.
Prosthesis Over Implant	Replacement every 60 months if unserviceable and cannot be repaired. Benefits are based on the amount payable for non-precious metals. No porcelain or white/tooth-colored material on molar crowns or bridges.
<i>Benefit Exclusions:</i>	
Covered Expenses will not include, and no payment will be made for the following:	
<ul style="list-style-type: none"> • Procedures and services not included in the list of covered dental expenses; • Diagnostic: cone beam imaging; • Preventive Services: instruction for plaque control, oral hygiene and diet; • Restorative: veneers of porcelain, ceramic, resin, or acrylic materials on crowns or pontics on or replacing the upper and or lower first, second and/or third molars; • Periodontics: bite registrations; splinting; • Prosthodontic: precision or semi-precision attachments; • Implants: implants or implant related services; • Procedures, appliances or restorations, except full dentures, whose main purpose is to change vertical dimension, diagnose or treat conditions of dysfunction of the temporomandibular joint (TMJ), stabilize periodontally involved teeth or restore occlusion; • Athletic mouth guards; • Services performed primarily for cosmetic reasons; • Personalization or decoration of any dental device or dental work; • Replacement of an appliance per benefit guidelines; • Services that are deemed to be medical in nature; • Services and supplies received from a hospital; • Drugs: prescription drugs; • Charges in excess of the Billed Charge. 	

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

Product availability may vary by location and plan type and is subject to change. All group dental insurance policies and dental benefit plans contain exclusions and limitations. For costs and details of coverage, review your plan documents or contact a Cigna representative.

All Cigna products and services are provided exclusively by or through operating subsidiaries of Cigna Corporation, including Cigna Health and Life Insurance Company (CHLIC), Connecticut General Life Insurance Company, and Cigna Dental Health, Inc.

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Cigna Dental Benefit Summary
City of Middletown – DPPO3
Plan Renewal Date: 07/01/2022



Administered by: Cigna Health and Life Insurance Company

This material is for informational purposes only and is designed to highlight some of the benefits available under this plan. Consult the plan documents to determine specific terms of coverage relating to your plan. Terms include covered procedures, applicable waiting periods, exclusions and limitations. **Your DPPO plan allows you to see any licensed dentist, but using an in-network dentist may minimize your out-of-pocket expenses.**

Cigna Dental PPO				
Network Options	In-Network: Total Cigna DPPO Network		Non-Network: See Non-Network Reimbursement	
Reimbursement Levels	Based on Contracted Fees		Based on Billed Charge	
Calendar Year Benefits Maximum Applies to: Class I, II, III & VII expenses	Unlimited		Unlimited	
Calendar Year Deductible				
Individual	\$0		\$0	
Family	\$0		\$0	
Benefit Highlights	Plan Pays	You Pay	Plan Pays	You Pay
Class I: Diagnostic & Preventive X-rays: routine X-rays: non-routine Fluoride Application Sealants: per tooth Space Maintainers: non-orthodontic Emergency Care to Relieve Pain	80% No Deductible	20% No Deductible	80% No Deductible	20% No Deductible
Class II: Basic Restorative Restorative: fillings Endodontics: minor and major Oral Surgery: minor and major Anesthesia: general and IV sedation Repairs: bridges, crowns and inlays Repairs: dentures Denture Relines, Rebases and Adjustments Dentures	80% No Deductible	20% No Deductible	80% No Deductible	20% No Deductible
Class III: Major Restorative Inlays and Onlays Prosthesis Over Implant Crowns: prefabricated stainless steel / resin Crowns: permanent cast and porcelain Bridges	50% No Deductible	50% No Deductible	50% No Deductible	50% No Deductible
Class IV: Orthodontia Coverage for Dependent Children to age 23 Lifetime Benefits Maximum: \$1,200	60% No Deductible	40% No Deductible	60% No Deductible	40% No Deductible
Class VI: Periodontics Periodontics: minor and major Calendar Year Benefits Maximum: \$500	80% No Deductible	20% No Deductible	80% No Deductible	20% No Deductible
Class VII: Oral Evaluations Prophylaxis: routine cleanings	100% No Deductible	0% No Deductible	100% No Deductible	0% No Deductible
Benefit Plan Provisions:				
In-Network Reimbursement	For services provided by a Cigna Dental PPO network dentist, Cigna Dental will reimburse the dentist according to a Fee Schedule or Discount Schedule.			
Non-Network Reimbursement	For services provided by a non-network dentist, Cigna Dental will reimburse according to the Billed Charge.			
Cross Accumulation	All deductibles, plan maximums, and service specific maximums cross accumulate between in and out of network. Benefit frequency limitations are based on the date of service and cross accumulate between in and out of network.			
Calendar Year Benefits Maximum	The plan will only pay for covered charges up to the yearly Benefits Maximum, when applicable. Benefit-specific Maximums may also apply.			

Calendar Year Deductible	This is the amount you must pay before the plan begins to pay for covered charges, when applicable. Benefit-specific deductibles may also apply.
Pretreatment Review	Pretreatment review is available on a voluntary basis when dental work in excess of \$300 is proposed.
Alternate Benefit Provision	When more than one covered Dental Service could provide suitable treatment based on common dental standards, Cigna will determine the covered Dental Service on which payment will be based and the expenses that will be included as Covered Expenses. Alternate benefit provision does not apply to crowns and fillings.
Oral Health Integration Program®	The Cigna Dental Oral Health Integration Program offers enhanced dental coverage for customers with certain medical conditions. There is no additional charge to participate in the program. Those who qualify can receive reimbursement of their coinsurance for eligible dental services. Eligible customers can also receive guidance on behavioral issues related to oral health. Reimbursements under this program are not subject to the annual deductible, but will be applied to the plan annual maximum. For more information on how to enroll in this program and a complete list of terms and eligible conditions, go to www.mycigna.com or call customer service 24/7 at 1-800-Cigna24.
Timely Filing	Out of network claims submitted to Cigna after 365 days from date of service will be denied.
Benefit Limitations:	
Oral Evaluations/Exams	4 per calendar year.
X-rays (routine)	Bitewings: 2 per calendar year.
X-rays (non-routine)	Complete series of radiographic images and panoramic radiographic images: Limited to a combined total of 1 per 36 months.
Diagnostic Casts	Payable only in conjunction with orthodontic workup.
Cleanings	4 per calendar year, including periodontal maintenance procedures following active therapy.
Fluoride Application	2 per calendar year for children under age 19.
Sealants (per tooth)	Limited to posterior tooth. 1 treatment per tooth every 36 months.
Space Maintainers	Limited to non-orthodontic treatment for children under age 19.
Inlays, Crowns, Bridges, Dentures and Partial	Replacement every 60 months if unserviceable and cannot be repaired. Benefits are based on the amount payable for non-precious metals. No porcelain or white/tooth-colored material on molar crowns or bridges.
Denture and Bridge Repairs	Reviewed if more than once.
Denture Relines, Rebases and Adjustments	Covered if more than 6 months after installation.
Prosthesis Over Implant	Replacement every 60 months if unserviceable and cannot be repaired. Benefits are based on the amount payable for non-precious metals. No porcelain or white/tooth-colored material on molar crowns or bridges.
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