

AGREEMENT

Between

THE CITY OF MIDDLETOWN, CONNECTICUT

-and-

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

July 1, 2024

through

June 30, 2027

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PREAMBLE

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

ARTICLE I **RECOGNITION**

SECTION 1 The City recognizes Local #1073, International Association of Firefighters, as the sole and exclusive bargaining agent for employees in the City of Middletown Fire Department bargaining unit for the purpose of collective bargaining under the Municipal Employees Relations Act of the State of Connecticut. The Union recognizes the Mayor and/or his/her designated representative or representatives as the sole and exclusive representative of the City of Middletown, Connecticut, for the purpose of Collective Bargaining.

SECTION 2

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

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

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

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

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

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

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

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

ARTICLE II
MANAGEMENT/UNION RIGHTS

SECTION 1 Management Rights

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

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

SECTION 2 Union Rights

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

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

ARTICLE III DUES CHECK OFF

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

SECTION 2 The Union dues and initiation fees and deductions for any month shall be made during the second (2nd) payroll week of each month and shall be remitted to the Union, together with a list of names of employees from whose wages such deductions have been made, as soon as practical but not later than the last day of the same month. In the event of a mutual extension of the contract, it is agreed that the above deduction procedure would continue until the signing of a subsequent contract. The City will provide this service at no expense to the Union.

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

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

SECTION 5 Union members will receive paychecks via direct deposit every week along with personal leave, vacation time, and sick time information. All members will be required to fill out the necessary direct deposit authorizations at time of hire if not already on file with the Payroll Division of the Finance Department.

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

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

ARTICLE V **GRIEVANCE PROCEDURE**

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

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

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

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

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

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

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

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

5 of this Agreement and now faces forfeiture of those health insurance benefits as the result of his/her termination in accordance with Article XVII, Insurance, Section 10 of this Agreement; and/or

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

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

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

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

any and all interest paid on these funds. Insurance through COBRA will be offered solely to the former employee's spouse and dependent children.

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

SECTION 4 Any grievance not filed through the above-outlined grievance procedure shall be deemed waived. If at any step in the grievance procedure the Department or the City fails to give its answer within the prescribed time, the grievance will automatically proceed to the next step unless time is extended by mutual consent in writing. The time limits specified in this Article may be extended by written agreement between the City and the Union.

SECTION 5 At any time during the grievance procedures, either of the parties may request, in writing, a joint conference to expedite resolution of the grievance. The parties will meet thereafter within one (1) week from the receipt of notice. The processing of the grievance will be suspended until the conclusion of the joint conference.

SECTION 6 The State Board of Mediation and Arbitration and the American Arbitration Association shall be limited to the express terms of the contract and shall not have the power to modify, amend, or delete any terms or provisions of this agreement.

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

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

ARTICLE VI **WORK WEEK**

SECTION 1 The work week of all employees who do firefighting shall be an average of not more than forty-two (42) hours per week computed over a period of one (1) fiscal year, based on a schedule of one (1) twenty-four (24) hour tour which shall be considered to be a ten (10) hour day shift, 7:30 a.m. to 5:30 p.m., followed by a consecutive fourteen (14) hour night shift, 5:30 p.m. to 7:30 a.m., followed by three (3) days off. Under the twenty-four/seventy-two (24/72) schedule, each twenty-four (24) hour work period shall be defined as a work tour and each of the above mentioned day or night components shall be defined as a work shift.

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

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

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

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

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

SECTION 5 COMPENSATORY (CEU) TIME

- A. Compensatory (CEU) time is defined as time due in lieu of payment.
- B. All Compensatory (CEU) time that is not specifically covered under this collective bargaining agreement will be at the discretion of the Fire Chief or his/her designee and will be available for the following assignments: department sanctioned events; fire prevention activities; any classes that are approved by and paid for by the Chief of the Department. For all officers' meetings, officers may have their choice of straight time pay or compensatory time. Compensatory (CEU) time will be earned at one and one half the amount of hours worked.
- C. Upon termination, separation from service, or retirement, the employee shall be paid for unused compensatory time and may not use such unused compensatory time to extend a resignation or retirement date. In no event shall the amount of accrued compensatory time earned pursuant to this Article exceed the levels defined in the Fair Labor Standards Act, as amended.

SECTION 6

All future compensatory time accruals and training must be preapproved in writing by the Chief or his/her designee. Compensatory time will be granted for department approved classes, contractually mandated classes, events, or certain community service functions such as car seat clinics and public safety events. Members may only train to one rank above their current rank. If they choose to train beyond that level, it must be on their own time. For calculation purposes, one day will equal 12 hours for suppression staff.

No member shall accumulate more than 30 days of CEU time. If a member has accumulated 30 CEU days and they have to take a contractual class due to promotion, then said individual will be paid overtime for said class. When a new hire comes on the books and begins the initial training of EMT, Aerial, Pump, and CDL/Q, if said employee accrues to the maximum of 30 CEU days with this training, any contractually required classes above that will be paid at overtime. Under no circumstances would a non-contractual class be paid at overtime. Any member who has accumulated 30 CEU days, can take one full tour (2 CEU days) or two single CEU days with Chief's approval even if this brings the shift below minimum manning.

Said CEU time must be brought down to 20 days, either by usage or payout, by the end of each fiscal year. Any compensatory time that an employee accrues over 20 days and does not use will be paid down annually in July each year. For budgeting purposes, all compensatory time banks will be reviewed in January prior to the start of the fiscal year. Any compensatory time bank that is over the 20 days will be reduced and those numbers will be used to calculate the needed budget line amount.

SECTION 7 DAY SHIFT PERSONNEL, CEU TIME

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

- A. Each member of the Fire Marshal's Office and Alarm Division shall receive a stipend of three hundred dollars (\$300) for the seven (7) day period that he/she is on call for investigations and code enforcement.
- B. Each member who is on call shall have the personal use of a City vehicle and will respond in said vehicle during the subject call rotation. The subject to call rotation shall begin at 8:00 a.m. on Monday and end the following Monday at 8:00 a.m.
- C. Members of the Fire Marshal's Office shall have the option of selecting overtime pay or compensatory time when called back for fire investigations, code enforcement, or fire watch with a minimum of two (2) hours pay, and for any time actually worked beyond the minimum call-back hours.
- D. The usage of accumulated compensation time shall be deducted on an hour for hour basis from the records of this maintained by the Deputy Chief. Compensation time shall be accumulated to a maximum of eighty-four (84) hours. For calculation purposes, one day for day staff will equal 8.4 hours. In the event that the maximum accumulated hours has been reached, all future compensation time shall be paid as overtime pay. If staffing in the Fire Marshal's Office falls below four (4) personnel, then the maximum accumulated hours will increase to one-hundred and twenty (120) hours.
- E. The members of the Fire Marshal's office and the Training Division shall be compensated at one-and-one-half times their rate of pay if they attend trainings or schools outside the normal work week. All training and schools must be approved by the Chief or his/her designee in advance.

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

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

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

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

ARTICLE VII **OVERTIME**

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

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

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

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

- A. Regular Call Overtime Group List
- B. Special Call with Advanced Notice Overtime Group List

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

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

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

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

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

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

SECTION 6 An employee selected for overtime from the rotational list may refuse an overtime assignment without losing status on the rotation list. With the exception of long-term emergencies, local states of emergency, natural disaster or staffing emergencies, at no such time shall an employee be eligible to work more than forty-eight (48) hours straight. After an employee reaches forty-eight (48) hours of continuous time of shift work, the employee shall not be eligible for overtime until the employee has had eight (8) hours off as a rest period. For extenuating circumstances and in emergency situations, the Chief and the Union may waive this rule.

A swap is defined as an exchange of working shifts between two (2) employees of equal rank with the exception of Captain and Battalion Chief who may swap. In the event proper documentation or protocols are not followed the employee who requests a swap will be ultimately responsible for his/her shift. A swap shall have no bearing on payroll. Any shifts that are swapped must be documented by the Chief or his/her designee. If an employee requests a swap and his/her replacement calls off sick for any part of a shift, the person working the swap will be charged sick time providing all department protocols, procedures and written documentation is provided prior to the swap. If a swap is

scheduled, but one of the individuals scheduled for the swap, in the interim, gets hurt on the job and is out on worker's compensation, the injured individual shall be charged for a worker's compensation day on the day that he/she swapped to work. All swaps will be tracked by the administration. At no time shall a swap be requested or allowed that would cause an employee to be ineligible to work his/her regularly scheduled work tour of duty due to reaching or exceeding the maximum allowable hours worked. An employee may only swap up to fifteen percent (15%) of their assigned shifts, per calendar year. Swaps (for both individuals involved) for the following reason(s) will not count toward the fifteen percent (15%) swap limit.

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

SECTION 7 In the event no Battalion Chief is available to work an overtime shift, a Captain will be hired to replace the Battalion Chief. The Captain shall be hired on a rotating list to work in the capacity of Acting Battalion Chief, and shall receive the acting shift stipend.

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

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

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

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

ARTICLE VIII
UNION BUSINESS LEAVE

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

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

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

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

SECTION 5 An on-duty union member may request to attend a worker's compensation hearing to represent another union member as long as the hearing takes place during the union representative's normal hours of work. The Chief or his or her designee will grant said request unless doing so will create overtime or cause the shift to drop below minimum staffing.

ARTICLE IX
HOLIDAYS

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

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

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

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

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

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

ARTICLE X **VACATIONS**

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

SECTION 2 Those employees who wish to pick vacations for the upcoming fiscal year must do so in April of the prior fiscal year. All employees must submit their vacation picks through the system designated by the Chief or Deputy Chief. All line officers shall pick vacation dates in order of seniority within the job classification starting with Battalion Chief, Captain, and then Lieutenant. All firefighters vacation picks shall occur by seniority. All first picks must be in by May 1. Members can pick no more than four vacation days equaling a total of 4 full tours of duty in the first round for these picks. After May 1, a second round of picks will occur in a like manner to that described above. In this second round, members can pick up to four vacation days equaling 4 full tours of duty until June 1. After June 1, vacation picks will be open to the entire membership regardless of seniority.

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

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

For any other employees who begin working for the City between July 1 and January 1 of any given year, said employees shall immediately be entitled to four (4) vacation days. Any employee who begins working for the City from January 2 to June 30 shall not be

entitled to vacation time until the beginning of the next fiscal year. At the beginning of each fiscal year thereafter until the employee reaches three years of City service, each employee shall receive eight (8) paid vacation days. Any employee with three (3) or more years but less than ten (10) years of such service shall receive twelve (12) paid vacation days each July 1. Any employee with ten (10) years but less than twenty-one (21) years of such service shall receive sixteen (16) paid vacation days each July 1. Every employee upon completing twenty (20) years of service shall receive one (1) additional day of vacation per year for each additional year of service up to a maximum of twenty vacation days. An employee may request a vacation day for a day shift, 7:30 a.m. to 5:30 p.m.; a night shift, 5:30 p.m. to 7:30 a.m.; or a tour of duty with the understanding that each shift shall represent the use of one (1) vacation day. A tour of duty, ten (10) hour day shift followed by a fourteen (14) hour night shift, shall represent the use of two (2) vacation days.

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

SECTION 6 All members that are considered day personnel shall have their vacation time computed in hours. Day personnel may use their vacation time in hours notwithstanding any other provisions of this Agreement. If the member has any accrued vacation time that must be converted into hours when he or she moves to day staff, said conversion will occur using a conversion rate of 8.4 hours per day. In other words, one day of firefighter vacation time will be converted to 8.4 hours of vacation time as day staff.

ARTICLE XI
SICK LEAVE

SECTION 1 For the purposes of this Article, sick leave is defined as absence from work without loss of pay as a result of a bona fide illness or injury involving the employee, (or as stipulated in Section 8). Each employee shall earn sick leave with pay at the rate of one and one-quarter (1 ¼) working days of sick leave for each full month of employment with the City. For those employees hired before July 1, 2024, those employees will have a maximum accumulation of sick time of two hundred and twenty five days (225). For those employees hired on or after July 1, 2024, those employees will have a maximum accumulation of sick time of one hundred and seventy five days (175). For accrual, use, and pay out purposes, one day equals 12 hours for suppression staff and 8.4 hours for day staff. Any unused sick leave is to be credited to the employee's unused sick leave account.

SECTION 2 Each employee at the time of his/her retirement shall receive, on the basis of such employee's salary at the time of his/her retirement, fifty percent (50%) of unused accumulated sick time which such employee has at the time of his/her retirement up to a maximum of one-hundred twelve and a half (112.5) days' pay for unused accumulated sick time or for those employees hired on or after July 1, 2024, up to seventy-five (75) days' pay for unused accumulated sick time. For this calculation, one day will equal 12 hours for suppression staff and 8.4 hours for day staff. If such an employee should die and he/she is not survived by a widow/widower, such pay for unused sick leave shall be paid to his/her designated beneficiary or if none to his/her estate. If an employee retires while out on a worker's compensation injury and is receiving a reduced weekly paycheck in accordance with this Agreement and Connecticut state law, the City shall use the employee's regular rate of pay, not the reduced rate of pay, to calculate the sick leave payout.

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

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

SECTION 4 When an employee is out of work for two (2) consecutive twenty-four (24) hour tours, the Chief of the Department or his designee will require a doctor's note indicating that the employee cannot perform the essential functions of their job due to a short term illness, the probable duration of the illness, and when the employee will be able to return to work. A doctor's note includes a note signed by a licensed physician, a licensed physician's assistant, nurse practitioner, or chiropractor. Said note must be provided to the Fire Chief of his or her designee at the beginning of the employee's next tour after being out on sick leave. Failure to provide said note may result in progressive discipline.

SECTION 5 When an employee is out of work for three or more consecutive twenty-four (24) hour tours, a personal statement indicating the nature of the illness must be submitted to the Chief of the Department upon returning to duty as well as a doctor's note as identified in Section 4 above.

SECTION 6 For frequent and habitual absence from duty and when, in the judgment of the Fire Chief, there is reasonable cause, the Fire Chief may require a doctor's note as identified in Sections 4 and 5 above for any future absences and may require the employee to be examined by a physician of the City's choice at the City's expense. No provision of this Article is to be construed as preventing the Chief from withholding the use of sick leave for just cause from any employee.

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

If the Chief or Deputy Chief find just cause for suspected abuse or excessive sick time usage then the employee will be subject to progressive discipline, up to and including termination. If the employee corrects their behavior for a period of six (6) months the Chief will rescind the directive for a doctor's note.

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

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

- D. The employee uses sick time for a day in which they have been denied time off.
- E. Failure to provide a doctor's note where required under this Article.

Examples of incidents that do not adversely impact an employee:

- A. Sick days when used according to standard, as defined in this Article.
- B. Sick days for illness/injury supported by doctor's note that does not amount to a pattern of excessive use or abuse.
- C. Time off on approved disability leave (e.g. injuries in the line of duty).
- D. Approved leave provided for in the Family Medical Leave Act (FMLA).
- E. Reasonable accommodation made for recognized disabilities under law, such as the Americans with Disabilities Act (ADA).
- F. Sick time donated to an established City "Sick Time Bank".

SECTION 7 Sick leave may be used for personal illness, injury, or contagious disease and permit absence of employees a reasonable period of time to care for members of their immediate family. If an employee calls in sick to care for a family member, the employee may opt at the time of the call to come in for night shift.

SECTION 8 Unused sick leave may be carried over into the next fiscal year. For day staff, 35% of unused sick days accumulated within that fiscal year can be cashed out if the employee elects to do so by the date set by the Payroll Division of the Finance Department. For calculation purposes, one day of sick time for day staff equals 8.4 hours. For suppression staff, 25% of any unused sick days accumulated within that fiscal year can be cashed out if the employee elects to do so by the date set by the Payroll Division of the Finance Department. For calculation purposes, one day of sick time for suppression staff equals 12 hours. Sick leave for which an employee receives compensation under this section, will be removed from the employee's sick leave record.

SECTION 9 When an employee finds it necessary to use sick leave, he/she shall report the reason for needing sick leave to the department's designee at least one (1) hour before the scheduled reporting time. Sick leave shall not be granted unless such a report has been made, except where sufficiently extenuating circumstances, in the opinion of the Fire

Chief or Deputy Fire Chief, exist. Also, employees will alert the department at least five (5) hours prior to return to duty.

SECTION 10 Any employee who is out longer than one (1) week must consult with the Human Resources Office before filling out Family Medical Leave Act (FMLA) paperwork. FMLA covers the employee, the employee's spouse, dependent child or any relative domiciled in the household. The only exception to this rule is if an employee is out on Worker's Compensation.

SECTION 11 If an employee is ill prior to the start of his/her Tour of Duty, he/she shall have twenty-four (24) hours, two (2) days deducted from his/her accrued sick leave.

SECTION 12 SICK LEAVE BANK

A. Eligibility

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

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

6. Unless a current one is already on file with the Director of Human Resources, provide the Director of Human Resources an FMLA approved *Certification of Health Care Provider* (see Director of HR for appropriate form);
7. No prior record of sick leave abuse during the preceding 36 months as determined by the Fire Chief; and
8. Have donated at least one (1) day to the Sick Leave Bank. For calculation purposes, one day equals 12 hours for suppression staff and 8.4 hours for day staff.

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

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

B. ADMINISTRATION

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

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

C. PROCEDURES

1. Guidelines for Making a Contribution to the Sick Donation Bank:

- i. Any employee may donate sick time, in one day increments, to the Sick Leave Bank by completing a *Donor Agreement and Authorization Form* and a *Sick Leave Donation Accounting Form*. The Donor Agreement and Authorization Form must be signed off on by the Fire Chief and then forwarded to the Director of Human Resources. The Sick Leave Donation Accounting Form must be signed off on by the donor and the Director of Finance. The Sick Leave Donation Accounting Form shall identify the number of sick days donated to the program and calculate the number of days donated times the donor's daily rate of pay to determine how much money must be placed in the Sick Leave Bank for later use.
- ii. Minimum donation to the Sick Bank in order to be eligible to participate shall be one (1) day.
- iii. Donations will be immediately deducted from the donating employee's sick leave accrual balance and credited to the Sick Leave Donation Bank.
- iv. The donated time will be converted into actual dollars and placed into the Sick Leave Bank at the value of the donated time as of the donation date. The donating employee's daily rate will be used for conversion into dollars. Funds will be transferred from the donor's department to the Sick Donation account.
- v. The first fifteen (15) days of Sick Time donated per person per year to the Sick Leave Bank can only be donated from current year accumulations. Any time donated from current year will reduce the amount of cash out sick time that is available to the employee under Article XI, Sick Leave, Section 9.
- vi. Any donations made by retiring employees must be made out of time that could otherwise be cashed out. A retiring employee will not be able to donate time to the Sick Leave Bank that he/she would otherwise lose at retirement.

2. Procedure to Request Sick Leave Donation:

- i. An employee requesting time from the Sick Leave Bank must submit an Application for Sick Leave Bank Donation to the Director of Human Resources. Certification from a medical provider that complies with FMLA shall be required. Before the application may be considered by the Director of Human Resources, the applicant must provide the Director of Human Resources a Certification Form signed by the Fire Chief that he/she has not had any sick leave abuse issues within the past 36 months.
- ii. Upon reviewing the employee's Application, Certification Form, Medical Certification, Applicant's Statement of Understanding, and any other documentation provided, the HR Director shall determine, in accordance with the guidelines set forth in Section II above, whether the employee is eligible for donations from the Sick Leave Bank.
- iii. If the employee is deemed eligible, the HR Director shall sign the Application and Applicant's Statement of Understanding. The matter shall then be forwarded to the Sick Leave Bank Committee to determine how many days may be granted to the applicant from the Sick Leave Bank. If the employee is deemed ineligible by the HR Director, the applicant will not be able to receive donated time from the Sick Leave Bank and will have no other option but to follow the personnel rules regarding requesting additional sick time.

3. The Sick Leave Bank Committee and Ratification:

- i. The Sick Leave Bank Committee shall be composed of the following individuals:
 - a. The Fire Chief;
 - b. The Director of Human Resources;
 - c. The Union President;
 - d. The Union Vice-President; and
 - e. The Director of Finance.
- ii. The Committee shall meet as needed to determine how many days, if any, may be granted to the applicant.

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

D. ADDITIONAL RULES

1. No employee may solicit co-workers for sick leave donations. Donations must be voluntary.
2. Donated sick time must be donated in one (1) day increments. For calculation purposes, one day equals 12 hours for suppression staff and 8.4 hours for day staff.
3. Time donated from the Sick Leave Bank may run concurrently with Family and Medical Leave, if applicable.
4. Unused donated sick hours are forfeited and will not be returned to the donor.
5. Unused days in the Sick Leave Bank shall be carried over from year to year and shall not lapse.
6. An employee cannot obtain time from the Sick Leave Bank if it has been depleted.
7. If an individual receives the benefit of the Sick Leave Donation Program during the period when a contested Workers' Compensation claim is pending,

and if the Workers' Compensation claim is subsequently approved, the individual shall repay the Sick Leave Bank in full for any and all time paid out under this program.

8. If an employee does not use all of the sick time awarded to him/her under this Agreement, that employee will return any unused sick time to the Sick Leave Bank. Under such circumstances, the employee shall notify the Director of Finance and Director of Human Resources in writing that he/she has returned to work before using all of his/her donated time and the Sick Leave Bank will be credited accordingly. Under no circumstances, will an employee be able to cash out sick time received from the sick bank.
9. The sick and vacation time accrual an employee earns during the period they are receiving donated sick time will be refunded to the Sick Leave Bank.
10. The actions or non-actions of any individual involved in administering this Program shall in no way be subject to collateral attack or the grievance/arbitration process. Any Committee/Panel charged with administering this Program shall not be considered a board, agency, or any other subdivision of the City. No requests shall be conducted as contested cases or otherwise be subject to the Uniform Administrative Procedure Act.
11. Any decision made under this Section shall be made on a case by case basis and shall be without precedent.

ARTICLE XII **PAID LEAVE**

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

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

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

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

SECTION 2 Immediate family is defined, for the purpose of this Article to be father, step-father, mother, step-mother, foster parents, sister, step-sister, brother, step-brother, wife, husband, children, step-children, sister-in-law, brother-in-law, mother-in-law, father-in-law, grandmother, grandmother-in-law, grandfather, grandfather-in-law, daughter-in-law, son-in-law, grandchild, and those in foster care within the employee's household, or any individuals domiciled within the employee's home.

SECTION 3 **Extended Family Defined**

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

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

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

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

SECTION 7 Employees completing six (6) months of service in the employment of the City, shall be entitled to one (1) personal leave day. Upon completion of one (1) year of service in the employment of the City, employees shall be entitled to two (2) personal

leave days annually. Each personal leave day will allow the employee to be off for the entire twenty-four (24) hour tour of duty, both the day shift and night shift. Personal leave days shall be with pay; may not be accumulated from year to year; and may not be used unless the employee provides reasonable notice to his/her immediate supervisor when such leave is to be used.

SECTION 8 Employees who are expectant mothers shall report to the Chief as soon as there is medical verification of pregnancy, or no later than the fourth (4th) month of pregnancy, whichever is the earlier date. The personal physician of the expectant mother shall determine if the employee has any physical limitations as a result of the pregnancy, and this information shall be forwarded to the Fire Chief. Thereafter, the Fire Chief shall be notified by the employee and/or her physician to determine if additional physical limitations have been brought about by the pregnancy. A review of the employee's work assignments shall be made by the Fire Chief to determine the appropriateness of the firefighter to continue her present assignment. Pregnant employees, upon presentation of a doctor's note indicating that the employee is unable to perform her essential job duties, will be assigned administrative duties until the physician determines that the employee must leave work for childbearing purposes. Such leave shall be unpaid, except employees shall have access to accrued paid leave (personal, sick or vacation) during the period of disability.

SECTION 9

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

ARTICLE XIII
LEAVE OF ABSENCE WITHOUT PAY

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

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

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

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

ARTICLE XIV
UNIFORMS, PROTECTIVE CLOTHING, AND ALLOWANCES

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

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

SECTION 2 The City shall provide and maintain protective clothing for each employee and such protective clothing shall include helmet, protective coat, pants, gloves, hood and

boots as prescribed by the Chief of the Department (All protective gear shall be OSHA and NFPA approved.).

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

- A. Line personnel shall receive an annual clothing allowance of seven hundred and fifty dollars (\$750).

Day personnel shall receive an annual clothing allowance of eight hundred dollars (\$800).
- B. Alarms Division personnel shall receive a basic clothing allowance of six hundred dollars (\$600) per year.
- C. All purchases pursuant to Article XIV shall be made no later than June 1st of each fiscal year. Employees will receive notice two (2) weeks prior to June 1st. This notification will be attached to their paycheck.
- D. The Chief and/or the Deputy Chief shall have full and final approval on all clothing allowance purchases in order to meet with the standards as described in Section 3 of this Article.

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

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

- A. They must be purchased through established purchasing procedures.
- B. They must be purchased through established vendors.

- C. The items must be approved by the Chief of the Department.

ARTICLE XV
MEAL ALLOWANCE

SECTION 1 When an employee is recalled for duties of an emergency nature before his/her normal meal hour, he/she shall receive his/her meals at the expense of the City. The maximum amount of pay for meals will be ten dollars (\$10.00) for the morning meal, which may be delayed as a result of emergency duties; fifteen dollars (\$15.00) for the lunchtime meal, which may be delayed as a result of emergency duties, and twenty dollars (\$20.00) for the early evening meal, which may be delayed as a result of emergency duties. The Fire Chief may, however, depending upon operational considerations, discharge employees from emergency callback prior to providing the meals listed above.

ARTICLE XVI
PENSION

SECTION 1 The pension benefits shall be provided for in the “Retirement Plan of the City of Middletown” (“Pension Plan”), dated July 3, 2017, as may be amended from time to time except that it has been agreed to change the present provision that no pension payable to a member on account of being totally and permanently disabled during the performance of essential duties pertaining to employment by the City shall be less than one-half (1/2) the annual rate of pay received by the disabled employee at the time of disability, to read “shall not be less than two-thirds (2/3) the annual rate of pay”. The above notwithstanding the maximum pension for a bargaining unit member on account of being totally and permanently disabled during the performance of essential duties pertaining to employment by the City, shall not exceed eighty percent (80%).

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

The vesting schedule shall be ten (10) years.

SECTION 3 In accordance with the City's Pension Plan, the members of the bargaining unit shall receive a pension based upon two and one-half percent (2 ½ %) per year of service to a maximum of eighty percent (80%) and shall be eligible for retirement after twenty (20) years of credited service. Such pension shall be subject to annual cost of living adjustments in accordance the City's Pension Plan Any changes to the current language of that section, which affect the cost of living adjustment for members shall be subject to collective bargaining before the change(s) become(s) effective.

SECTION 4 The City will make available to employees, pursuant to Internal Revenue Services Code Section 414(h)(2), the opportunity for each member to defer, for federal income tax purposes, income received during the calendar year in an amount equal to the employee's contribution to the pension program.

SECTION 5 Employees of the Alarms Division shall receive the same pension benefits, including disability, as the other members of the Union.

SECTION 6 In the event that a member of this bargaining unit is terminated for just cause, the arbitrator will take into account the following guidelines in regards to an employee forfeiting his/her pension benefits.

- A. The City used reasonable progressive discipline.
- B. It is decided by an Arbitrator, pursuant to Article V Grievance Procedure, Section 3, Step 3, and Article V Grievance Procedure, Section 3, Step 4, that the just cause for which the employee was terminated was sufficient to deprive the employee of these benefits.
- C. The City proves by a preponderance of the evidence that the employee was 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, thus resulting in forfeiture. Criminal acts performed outside of employee's job duties shall not constitute grounds for the forfeiture of pension benefits.

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

SECTION 7 ACTUARIAL REPORTS

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

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

SECTION 8 SURVIVORSHIP BENEFITS

- A. In the event of the death of any member of the retirement system, subsequent to the effective date of his or her retirement in accordance with the provisions of this Article, and provided such member shall have completed at least ten (10) years of service as an employee of the City of Middletown, the Retirement Board shall pay to the spouse of such member until death or remarriage, whichever shall first (1st) occur, a pension equal to one-half (1/2) of the pension which the deceased member was receiving at the time of his or her death. To receive such pension benefits, the spouse must have been married to the deceased member for at least three (3) years before his or her death. If the deceased member leaves no spouse, or if the spouse dies or remarries, the Retirement Board shall pay a benefit totaling one-half (1/2) of the deceased member's pension to the then living children of the deceased member, if any, share and share alike, provided no payment shall be made to any child after the attainment of his/her eighteenth (18th) birthday.
- B. In the event of the death of any member of the retirement system while still in the employ of the City prior to the effective date of his or her retirement, and provided such member shall have completed at least ten (10) years of service as an employee of the City of Middletown, the Retirement Board shall pay to the spouse of such member until death or remarriage, whichever shall first (1st) occur, an annual pension equal to twenty-five percent (25%) of the average annual pay of the deceased member received during the five (5) consecutive highest paid years of his or her service, provided that, in case of the death of such member on or after July 1, 1971,

such annual pension shall be computed as one-percent (1%) of such average annual pay multiplied by the number of years of his or her service, but in no event less than twenty-five-percent (25%) of such average annual pay. To receive such pension benefits, the spouse must have been married to the deceased member for at least three (3) years before his or her death. If the deceased member leaves no spouse, or if the spouse dies or remarries, the Retirement Board shall pay such annual pension to the then living children of the deceased member, if any, share and share alike, provided no payment shall be made to any child after the attainment of his/her eighteenth (18th) birthday.

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

SECTION 9 The City will grant all bargaining unit members with active-duty military service experience of one (1) year or more, the equivalent of one (1) year of City service for pension calculation purposes upon their retirement. Active-duty means full-time service in the Army, Navy, Air Force, Marines, or Coast Guard, or if service in the Reserves or National Guard, active duty deployment to a war zone. It does not mean service in the Reserves or the National Guard if the member was never deployed to a war zone. Both parties agree that the credited time may be used to vest an individual's pension benefit.

ARTICLE XVII
INSURANCE

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

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

- A. An Open Access Medical Plan with a national network, as described in Appendix MEDRX1, attached hereto and made a part hereof. Co-pays will be as follows: \$20 co-pay per in network office visit; \$25 co-pay for urgent care; \$100 co-pay for emergency room visits (waived if admitted); and a \$250 per admission for in-network hospital stay. This health plan shall go into effect following ratification of this contract by the Common Council. =
- B. This plan also includes a prescription drug benefit, also described in Appendix MEDRX 1. The prescription drug benefit requires copays for a thirty-day supply at the drug store for \$5 generic, \$20 preferred brand, and \$35 non-preferred. The following co-pays shall apply to a 90-day supply through mail order: \$10 generic, \$40 preferred brand, and \$70 non-preferred. The prescription drug benefit shall include mandatory generic. If a member requests a brand name medication when a generic equivalent is available, he/she will pay the difference in cost between the brand name and the generic unless his/her doctor determines that it is medically necessary for the member to take the brand name medication. In the case of medical necessity, the physician must seek prior approval for a mandatory generic exception from the City's pharmacy benefit manager. In addition, the "Preferred National Formulary," which will be updated annually, will apply.
- C. The Opioid Management Program of the City's Pharmacy Benefit Manager shall apply to the prescription drug benefit identified herein.
- D. A Dental Plan as described in Appendix Dental Insurance summary, attached hereto and made a part hereof.

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

- A. All members of the Union will be required to pay fifteen percent (15%) of the total actual premium cost for the insurance plan and class of coverage in which they are enrolled. The City shall be responsible for the remainder of the total actual premium cost for the insurance plan(s) described in Section 1 of this Article.
- B. In the event the benefits referenced in Section 1(A), 1(B) and 1(C) of this Article are changed by the insurance company, and said changes are other than minor administrative revisions and updating, or as required by law, the City agrees to negotiate said changes with Local #1073 IAFF.

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

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

SECTION 4

- A. The City shall implement a Section 125 pre-tax wage deduction plan, in accordance with applicable provisions of Section 125 of the Internal Revenue Code and in accordance with any amendments to said provisions, so long as said provisions allow for such a plan. Said plan will include a medical spending account which may be utilized by bargaining unit employees for qualified expenses and also will be designed to permit exclusion from taxable income of the employees' share of health insurance

premiums under Section 2 of this Article for those employees who complete and sign the appropriate wage deduction form. This coverage will also include dependent care. The Section 125 plan will be at no cost to the employee. The City will notify employees of open enrollment thirty (30) days prior to the beginning of the calendar year. Notice will be sent via e-mail and the Fire Union will post the notice in all work locations.

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

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

- A. Option 1: All employees, including eligible dependents, who are members of the bargaining unit on or before July 1, 2019 shall, be provided upon retirement the same health insurance coverage as active employees, subject to the same limitations and payments as active employees; shall be provided said coverage, with limitations and payments as may be amended from time to time. Retirees shall pay the same premium cost share as active employees as amended from time to time. The retiree premium cost share changes will only occur in the years where the active Union members' cost-share escalates. The maximum premium cost share obligation for retirees will be twenty-percent (20%) overall for life. Deductibles and co-payments for the retiree will be the same as applied to active employees as may be amended from time to time under Section 2 of this Article. All pensioners, age sixty-five (65) and older who are eligible for Medicare Parts A & B shall receive the same coverage as active employees, subject to the same deductibles, and co-payments as applied to active employees, and for dependents not eligible for Medicare as said coverage, limitations and payments may be amended from time to time. The City's plan shall be supplemental to Medicare. Employees hired before July 1, 2024, must have at least fifteen (15) years of continuous City service to be eligible for health insurance benefits upon retirement. Those employees hired on or

after July 1, 2024, must work at least 20 years of continuous City service to be eligible for health insurance benefits upon retirement. If an employee has a work related injury that is accepted by worker's compensation and, because of that work related injury, can no longer perform the essential functions of their job and must be separated from City service, then said employee can vest insurance if they have worked for the City for 15 years or more.

- B. Option 2: For those current active employees, including eligible dependents, who become members of the bargaining unit after July 1, 2019 shall, upon retirement, be provided the same health insurance coverage as active employees, subject to the same limitations and payments as active employees, shall be provided said coverage, limitations and payments as may be amended from time to time. All pensioners, age sixty-five (65) and older who are eligible for Medicare Parts A & B shall receive the same coverage as active employees. The City's plan shall be supplemental to Medicare. Employees hired before July 1, 2024, must have at least fifteen (15) years of continuous City service to be eligible for health insurance benefits upon retirement. Those employees hired on or after July 1, 2024 must work at least 20 years of continuous City service to be eligible for health insurance benefits upon retirement. If an employee has a work related injury that is accepted by worker's compensation and, because of that work related injury, can no longer perform the essential functions of their job and must be separated from City service, then said employee can vest insurance if they have worked for the City for 15 years or more.

The premium cost-sharing obligation for the retiree shall be based upon age on date of retirement.

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

- C. GASB CHANGE CLAUSE If at any point the State of CT does not adopt or use the accounting practices of the GASB 75, the City and or Union shall notify the other party of this change in writing. Also all employees affected by this change will receive a letter attached to their pay stub informing them of the change. The Union may also inform the City of any changes in the GASB that will affect its Union body.

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

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

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

SECTION 8 Any pensioner who is gainfully employed in a capacity where he/she is provided group insurance benefits that are equivalent (as defined in Section 3 of this Article) to those health insurance benefits provided to the pensioner by the City at the determination by the City's Risk Manager, shall, within thirty (30) days, notify the City that he/she no longer needs to be covered or begin to contribute on a monthly basis. If such determination is made, the Risk Manager shall notify the employee, via registered, return receipt mail. The employee shall begin to contribute the cost share of twenty percent (20%) of the cost of the health insurance premiums charged by the carrier(s) to the City of Middletown, or such higher percentage as is determined in accordance with Option 1 or

Option 2 set forth in Section 5 above, whichever may apply to the pensioner in question. In the event of a benefit dispute a third (3rd) party appeal thru the Office of Insurance Commissioner and/or a mutually agreed upon third party shall be afforded. The City of Middletown agrees to pay only administrative hearing costs associated with such appeal.

SECTION 9

- A. Each active employee employed as a member of the bargaining unit effective July 16, 2008 shall receive basic term life insurance coverage in the amount of 1x annual base salary rounded to the nearest thousand. The City shall further provide life insurance of five thousand dollars (\$5,000) on the employee's spouse and two thousand five hundred dollars (\$2,500) on each eligible dependent. The cost of this coverage shall be paid one hundred percent (100%) by the City.
- B. Any active employee employed as a member of the bargaining unit effective July 16, 2008 shall retire with the same benefit coverage as defined in Section 9 (A). Upon the employee reaching age sixty-five (65), the life insurance benefits applied to the spouse and/or dependent children shall cease.
- C. Employees hired after July 16, 2008 shall receive basic term life insurance coverage in the amount of 1x annual base salary rounded to the nearest thousand. The City shall further provide life insurance of five thousand dollars (\$5,000) on the employee's spouse and two thousand five hundred dollars (\$2,500) on each eligible dependent. The cost of this coverage to the employee will be five dollars (\$5.00) per month, which will be used to offset the premium charged the City by the carrier. The City will pay the remaining premium due for said coverage.
- D. Any employee who is hired after July 16, 2008 shall retire with twenty-five thousand dollars (\$25,000) in benefit coverage for the employee only at the same cost as paid for when he/she was an active member. For those employees hired after July 1, 2024, said employees shall pay \$10 for their life insurance benefit each month, including in retirement.

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

SECTION 11 At any time during this Agreement, the City may implement an incentive based wellness program after consultation with the Union.

SECTION 12 All members hired after July 1, 2019 will be required to contribute to the City's OPEB (Other Post-Employment Benefits) Trust one percent (1%) of their base pay through pre-tax weekly payroll deductions.

As of July 1, 2025, all members hired before July 1, 2019 (those individuals who had not previously been contributing) shall be required to contribute to the City's OPEB Trust one half percent (.5%) of their base pay through pre-tax weekly payroll deductions.

These deductions will occur regardless of whether the employee elects to enroll into the City's health plan and will not be returned at the employee's termination or separation from the City. These deductions will end once the member retires or terminates employment from the City.

ARTICLE XVIII **SENIORITY**

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

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

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

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

SECTION 5 Promotional Procedures

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

- A. All examinations shall be impartial and shall relate to those matters which will test fairly the candidate to discharge the duties of the position to be filled.
- B. Announcements for promotional examinations shall be posted in each fire station twenty-one (21) calendar days prior to the closing date for applications. Applications received after the closing date will not be considered. Notice of open competitive examinations, City-wide promotional examinations, departmental promotional examinations shall be given to the Union by forwarding notices of said examination to the Secretary of the Union at least twenty-one (21) calendar days prior to the closing date of said examination in said department.
- C. All promotions within the bargaining unit shall be offered first to Union members.
- D. There will be four active lists maintained at all times for Battalion Chief, Captain, Lieutenant, and new hires. These lists will be good for one (1) year from date of testing. The City will have the option to extend these lists for up to one (1) year. At no time will these lists extend past two (2) years. The City will post said job openings in all stations six (6) months prior to expiration of any of these said lists. Job postings will contain any and all test dates and reading material applicable to the job opening; there will be a minimum of two (2) weeks between notification of a passing score and the next test date, i.e. written, oral, or interviews.
- E. For the initial hiring process for Captains after ratification of this agreement, the City shall conduct an oral board examination that will establish the initial eligibility list. The City shall provide notice to all members eligible for the promotion thirty calendar days prior to any scheduled oral examination. This initial eligibility list for Captains shall expire at the same time as the lists for Battalion Chiefs and Lieutenants. Once this initial eligibility list for Captains expires, the City shall revert back to its normal hiring procedures for this promotional opportunity.

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

- A. Before a member of the City of Middletown Fire Department can be eligible for promotion to the position of Assistant Fire Marshal, he/she must have completed four (4) years of regular service in said Department. Upon completion and graduation of state Fire Marshal Certification, persons appointed to the position of Assistant Fire Marshal shall complete three (3) years of service in Fire Prevention Bureau before being eligible to request voluntary demotion to the position of Firefighter or be allowed to test for promotion to the rank of Lieutenant. In the event the above job must be posted for outside hire due to lack of eligibility or qualifications on the part of departmental personnel, the qualifications will change to reflect four (4) years of full time career fire service within the State of Connecticut and certification as a Fire Marshal. No volunteer experience will be considered.

- B. Before a member of the City of Middletown Fire Department can be eligible for promotion to the position of Deputy Fire Marshal, he/she must have completed two (2) years as a Fire Inspector in said Department. In the event the above job must be posted for outside hire due to lack of eligibility or qualifications on the part of departmental personnel, the qualifications will change to reflect six (6) years of full time career fire service within the State of Connecticut, including two (2) years service as a Fire Inspector. No volunteer experience will be considered.

- C. Before a member of the City of Middletown Fire Department can be eligible for Promotion to Fire Lieutenant, he/she must have completed six (6) years regular service in said Department. In addition, if the individual is selected for promotion to Fire Lieutenant, he/she must obtain state certification at the Fire Officer I level and must complete all National Incident Management Systems (NIMS) compliance classes. NIMS classes are those classes required by the City of Middletown in order to maintain compliance with State and Federal Law. The employee must complete all NIMS classes within one (1) year of appointment provided those classes are offered within that time frame. Any waiver of the one (1) year mandate will be at the Chief's and/or the HR Director's discretion. In the event that the Fire Lieutenant position must be posted for outside hire due to lack of eligibility or qualifications on the part of department personnel, the qualifications will change to reflect six (6) years of full time career fire

service within the State of Connecticut. No volunteer experience will be considered.

- D. Before a member of the City of Middletown Fire Department can be eligible for promotion to the position of Captain, he or she must have completed ten (10) years of regular service in said department and have completed four (4) years as a Fire Lieutenant. In addition, said individual must be certified at the Fire Officer 1 level prior to the job posting date. If the individual is selected for promotion to Captain, he or she must attain state certification at the Fire Officer II level no later than one (1) year following the appointment to the position of Captain. In the event the Fire Captain position must be posted for outside hire due to lack of eligibility or qualifications on the part of the department personnel, the qualifications will change to reflect ten (10) years of full time career fire service within the State of Connecticut, including four (4) years at the rank of Fire Captain or higher and already possess certification of Fire Officer II. No volunteer experience will be considered.

- E. Before a member of the City of Middletown Fire Department can be eligible for promotion to the position of Assistant Chief/Training Officer, he/she must have completed eight (8) years of regular service in said Department and have completed two (2) years as a Fire Lieutenant or other line officer position. In addition, said individual must be state certified at the "Instructor I" level prior to the job posting date. If the individual is selected for promotion to Assistant Chief/Training Officer, he/she must attain state certification at the "Instructor II" level no later than one (1) year following the appointment to the position of Assistant Chief/Training Officer. In the event the Assistant Chief/Training Officer position must be posted for outside hire due to lack of eligibility or qualifications on the part of the department personnel, the qualifications will change to reflect eight (8) years of full time career fire service within the State of Connecticut, including two (2) years of service in the rank of Fire Lieutenant. No volunteer experience will be considered.

- F. Before a member of the City of Middletown Fire Department can be eligible for promotion to the position of Battalion Chief/Shift Commander, he/she must have completed twelve (12) years of service in said department including two (2) years in the rank of Captain. In addition, said individual must be state certified at the Fire Officer II level and have had incident command training prior to the job posting date. If the individual is selected for promotion to Battalion Chief/Shift Commander, he/she must attain state

certification at the Fire Officer III level and ICS 300/400 no later than two (2) years from the date of appointment to the position of Battalion Chief/Shift Commander. In the event the Battalion Chief/Shift Commander position must be posted for outside hire due to lack of eligibility or qualifications on the part of the department personnel, the qualifications will change to reflect twelve (12) years of full time career fire service within the State of Connecticut, including four (4) years at the rank of Battalion Chief or higher and already possess certification at the Fire Officer III including training in the Incident Command System. No volunteer experience will be considered.

SECTION 7 Seniority Defined

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

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

SECTION 8 Seniority Points

Members of the bargaining unit who are eligible to test for a promotional opening and pass all phases of the examination process will be awarded one (1) point for every seven (7) years of continuous service to the City of Middletown Fire Department up to three (3) possible points. Examinations may include a rating of Written 100% or Oral 100% or Written 50% and Oral 50% for a total of 100%. Years of service points will only be added if the members pass all phases of the examination process, as chosen by the City, and will be added to an individual's final score after all testing, but before certification of the final eligibility list.

ARTICLE XIX
TECHNICAL RESCUE AND SPECIALTY TEAMS

SECTION 1 TEAM GUIDELINES

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

Such standards must be reviewed and approved by the Chief or his/her designee.

SECTION 2 DIVE TEAM

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

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

SECTION 3 TECHNICAL RESCUE TEAM

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

- C. All Technical Rescue Team members will be eligible for overtime for training activities and for team activations.
- D. Trench, Rope, and Confined Space will be done off-duty.

SECTION 4 EMERGENCY MEDICAL SERVICES INSTRUCTOR TEAM

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

SECTION 5 MARINE OPERATIONAL TEAM

- A. All employees involved in the Marine Operational Team (MOT) operations shall receive annual training. Officers will be allowed to attend one four-hour training session per year so that there is general knowledge of the Marine units. All training costs involved with attaining and maintaining certification and team membership shall be borne by the City.
- B. The MOT Team Commander has the authority to choose the members (6 total per platoon of Lieutenants and/or Firefighters) that will serve on the MOT Team. Marine operational experience and proficiency along with availability will be considerations when choosing team members.

SECTION 6 HONOR GUARD TEAM

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

Said money will be spent in accordance with established City Purchasing procedures under the approval of the Chief.

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

SECTION 7 CHILD PASSENGER SAFTEY TEAM

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

SECTION 8 AERIAL SUPPORT TEAM

- A. The Aerial Support Team will have one (1) Team Leader and one (1) Assistant Team Leader. The Aerial Support Team Leaders shall choose team members in conjunction with the Fire Chief.

- B. The Aerial Support Team will have no more than ten (10) FAA/NIST certified pilots.
- C. During their tenure on the Aerial Support Team all members will hold valid FAA/NIST Pilot Certifications. Failure to maintain this certification will result in the members' immediate dismissal from the Aerial Support Team.
- D. The Deputy Fire Chief will be responsible for all Federal, State, and local reporting associated with the use and maintenance of any drones assigned to this team.
- E. There shall be a certified callback list for personnel assigned to the Aerial Support Team.
- F. Any time a Middletown Fire Department drone is to be flown in an emergency or non-emergency sanctioned event, two pilots from the Aerial Support Team will be hired. Under such circumstances, the Team Leader and Assistant Team Leader will be hired to supervise at the emergency or event.
- G. During normal daytime hours, Monday through Friday, if certified day staff pilots are available, they will fly the drone. This includes drone requests within the City of Middletown district and mutual aid requests. No replacement personnel shall be necessary under these circumstances.
- H. With any mutual aid drone request after normal daytime hours, Monday through Friday, an on-duty certified drone operator along with an on-duty lieutenant will respond with the drone to the requested incident. If they are committed or on scene longer than 15 minutes, then one firefighter and one lieutenant shall be called for replacement and to comply with minimum staffing requirements.
- I. If members respond during their normal working hours to an emergency or event and use the drone, those members will not be compensated any additional pay.
- J. All approved training will be paid for by the City.
- K. All team training and training schedules will be provided by the Aerial Support Team Leader.

- L. Each member of the Aerial Support Team must participate in a minimum of eight (8) training sessions per year. Failure to do so will result in immediate dismissal from the Aerial Support Team.
- M. No member of the Aerial Support Team will be eligible to operate at an emergency or non-emergency event until they are fully cleared by the Aerial Support Team Leader to fly a drone on their own.
- N. At no time will any on duty personnel be used to fly the drone at an emergency incident that would impact minimum manning.
- O. If the drone is needed for an emergency or non-emergency event between the hours of Monday through Friday from 7:00 a.m. to 3:30 p.m. it will be flown by the day staff unless doing so would impact minimum manning numbers.
- P. The use of the drone shall be limited to Team members, unless the administration puts a call out for pilots and no one responds within three (3) minutes or cannot be on scene within fifteen (15) minutes and the administration determines that there is a life or safety hazard emergency requiring deployment of the drone immediately. Under such emergency circumstances, any certified drone operator within the Middletown Fire Department who is on scene may deploy the drone. Once Team members report to the scene, any non-team member must relinquish control of the drone to a Team member once it is safe to do so. This language will phase out once the team is at full capacity.

ARTICLE XX

FIRE WATCH DUTY

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

to a Lieutenant. If no Lieutenant is available to fill the assignment, the assignment will be offered to a firefighter.

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

ARTICLE XXI **ATTENDANCE AT SCHOOLS**

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

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

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

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

- A. The Chief has to approve all training classes.
- B. Whenever the employee attends training approved by the Chief outside the normal scheduled work week, the employee shall receive time and one-half of compensatory time.

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

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

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

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

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

ARTICLE XXII **WAGES**

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

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

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

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

SECTION 2 City employees from outside the Fire Department who are hired into the department shall be placed at a wage step that is closest to the employee's current hourly rate, without going under, unless such placement is to the top step in the corresponding position's wage scale. Employees from other City's departments who have been hired into the Fire Department shall retain their leave accruals and City seniority for pension and leave accrual purposes. Departmental seniority will begin on the starting date at the Fire Department. Leave accruals will be converted from hours to days based on a twelve (12) hour calculation/conversion. Any current City employee hired into the Fire Department will not be granted any vacation or personal leave during the time that they are attending the Recruit Fire Training Program.

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

Effective and retroactive to July 1, 2024, the wage rate at each step and salary grade of the salary schedule in effect on June 30, 2024 shall increase by 2.75%.

Effective July 1, 2025, the wage rate at each step and salary grade of the salary schedule in effect on June 30, 2025 shall increase by 2.75%.

Effective July 1, 2026, the wage rate at each step and salary grade of the salary schedule in effect on June 30, 2026 shall increase by 2.75%.

SECTION 4 Employees who are promoted and who are at the top step in their current pay grade shall move to the top step of the promoted pay grade as long as the employee is being promoted up one rank (i.e. Firefighter to Lieutenant; Assistant Fire Marshal or Lieutenant to Captain; Captain to Battalion Chief; Assistant Chief or Assistant Fire Marshal to Deputy Fire Marshal; Deputy Fire Marshal to Fire Marshal). Employees who are promoted to a rank equivalent to more than one rank, (i.e. Lieutenant to Battalion Chief or Assistant Fire Marshal to Fire Marshal) shall move their current salary and step to one full growth step advancement in the salary scale set forth in Appendix A for the higher rank, and in accordance with the existing practice; however, in no event will an employee who has been promoted be placed in the higher salary at a step less than Step 3.

ARTICLE XXIII **ACTING ASSIGNMENTS**

SECTION 1 Whenever any firefighter is required to work in the classification of Fire Lieutenant, he/she shall be paid at the current firefighter rate with an acting stipend. All work performed herein shall be computed and paid on an hourly basis.

SECTION 2 In the absence of the Battalion Chief, the Captain assigned to that 24 hour tour will act as the Acting Shift Commander for that shift.

SECTION 3 For the sole purpose of succession planning and in the event that a shift is at minimum officer staff, an Acting Lieutenant will be assigned to ride in the place of the absent officer. This language shall not alter the minimum staffing requirements set forth under Section XXVII. In order to be eligible for an acting assignment, a Firefighter must be on the active Fire Lieutenant Recruitment list. If no Firefighter is on the current promotional list, the assignment will go unfilled.

SECTION 4 Acting assignments under this Article shall receive a flat stipend of \$50 per 24 hour shift or \$25 per split shift (10 or 14 hours), which will escalate yearly based on the wage increase allowable under this Agreement to the nearest whole dollar.

ARTICLE-XXIV
FILLING OF ASSIGNMENT

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

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

ARTICLE XXV
PRIOR PRACTICE

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

- A. The City and the Union incorporate herein by reference the MOU signed by the Union on August 8, 2019 and the City on August 12, 2019 clarifying vacation pay disbursement at retirement.
- B. The City and the Union agree that all prior memoranda and/or letters of understanding not mentioned in paragraph A above and/or Rules and Regulations of the City of Middletown Fire Department, not discussed and specifically incorporated into this contract are null and void. In the future, should management determine that Rules and Regulation Procedures are to be re-established, the City agrees to discuss such impact with the Union.

ARTICLE XXVI
COLLEGE INCENTIVE PROGRAM

SECTION 1 Upon successful completion of degree related courses in Fire Technology and Administration or Electronics for the Alarms Division personnel, an employee will be reimbursed for tuition and books a maximum amount based on the following schedule.

For a Grade of A eight hundred and fifty dollars (\$850.00)

For a Grade of B seven hundred and fifty dollars (\$750.00)

For a Grade of C six hundred and fifty dollars (\$650.00)

ARTICLE XXVII
MINIMUM STAFFING

SECTION 1 The minimum staffing level for all four platoons of the Department shall be one of three different scenarios:

- 1 Battalion Chief, 1 Captain, 2 Lieutenants, and 8 firefighters;
- 1 Captain, who will be Acting Shift Commander, 3 Lieutenants, and 8 firefighters; or
- 1 Battalion Chief, 3 Lieutenants, and 8 firefighters

Whenever officer staffing drops below the aforesaid described minimum staffing level, assignments shall be made pursuant to Article XXIV, Section 1.

SECTION 2 Without changing the minimum staffing levels as set forth in Section 1 herein, upon ratification of this Agreement, the City will set the full shift staffing level of each shift as follows: one (1) Battalion Chief; one (1) Captain; three (3) Lieutenants; and ten (10) Firefighters.

SECTION 3 Whenever two (2) line firefighters are absent from duty due to training, vacation leave, or personal leave, no other line firefighter shall be allowed a personal leave during the aforesaid leave of absences, unless staffing is above minimum. For clarification purposes, individuals out on worker's compensation leave, FMLA, or Bereavement will not count towards the two (2) line firefighters mentioned in the first sentence of this section. In addition, no Union business leave (under the provisions of Article VIII,

Section 1) will be permitted, unless the Union provides replacements by means of SWAP arrangements or agrees to pay for the overtime wages required to provide replacement firefighters. Any training or schooling held outside of the City will also be restricted (See Article XXI, Section 4(G) except that this provision shall be waived (and Article XXI, Section 4(G) shall not be exercised), for up to forty-two (42) man hours per contract year, on a first (1st) come first (1st) serve basis, to permit attending approved training even though overtime coverage is required. The Chief may however, grant a personal leave day in the case(s) of proven emergency. Additionally, one (1) line Officer shall be granted the same leave provisions as stated above. This policy does not include daytime personnel.

SECTION 4 In the event the City decides to open any additional firehouses during the term of this Agreement, the parties shall reopen negotiations on the subject of staffing one (1) year prior to the anticipated date of opening.

ARTICLE XXVIII

HEALTH AND SAFETY/MISCELLANEOUS

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

SECTION 2 **Response Time:**

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

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

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

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

Emergency Medical Technicians and shall maintain E.M.T. certification. The cost of recertification and certification courses shall be borne by the City.

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

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

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

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

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

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

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

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

SECTION 13 NO STRIKE – NO LOCKOUT

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

SECTION 14 ORDINANCES, LAWS, POLICIES, AND PERSONNEL RULES

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

SECTION 15 SAVINGS CLAUSE

If any provision of the Agreement or application of such provision, should be rendered or declared inoperative, invalid or illegal by a court of competent jurisdiction or by reason of

any existing or subsequently enacted legislation, all other provisions of this agreement shall remain in full force and effect for the duration of this agreement, it being the intention of the parties that no portion of this agreement or provision herein become inoperative or fail by reason of the invalidity of any other portion or provisions.

SECTION 16 USAR

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

SECTION 17 RETENTION OF CAPTAIN'S POSITION

The City and the Union recognize that the former position of Captain shall be retained as a position within the bargaining unit. The City shall develop the job description, qualifications, and duties of the position of Captain and present same to the Common Council at the time of ratification of this contract. Once the position is established within the City's Classification Plan, and members are promoted, this section will no longer be needed.

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

SECTION 19 PUTTING NEW EQUIPMENT AND VEHICLES IN SERVICE

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

SECTION 20 The City and the Union agree to operate under the City of Middletown Fire Department Storm (Major Emergency Operations) Policy and if there is any deviation by the City of said policy both the City of Middletown Fire Department and Union will be

informed. Furthermore, the City and the Union acknowledge that, in the future, both parties shall cooperate and collaborate on any adjustments to this policy for the sake of improvement, clarification, and/or modification.

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

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

SECTION 23 All pronouns used in the Agreement are used merely for convenience. It is understood that the reference to any pronoun refers to all genders and to non-binary individuals.

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

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

ARTICLE XXIX **PHYSICAL FITNESS**

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

- A. All employees of the City of Middletown Fire Department will be required to successfully complete a physical examination in order to comply with

Federal O.S.H.A. regulations 1910.134 (b) (10) regarding the use of respirators (S.C.B.A.).

- B. The City and the Union agree that all new employees shall comply with Federal O.S.H.A. regulations 1910.134(b)(10) regarding the use of respirators (S.C.B.A.) before being assigned to the City of Middletown Fire Department.
- C. Employees wishing to avail themselves of the physical examination provided by the City will be scheduled for such examination while on duty.
- D. Such procedures shall be limited to those examinations, tests and medical history questions as enclosed on the attached medical forms. Within three (3) working days after the examination the examining physician will file with the Fire Department Chief, HR Director and Union a copy of the examination results. Within two (2) days after receiving the results of the exam, the Fire Department will confirm and/or notify employees failing the exam of their options. All exam results shall be in accordance with HIPAA (Health Insurance and Portability and Accountability Act) regulations.
- E. Employees may (at their own expense), utilize a physician of their own choosing. When they do so, they will be required to have the physician utilize the same examinations as set forth in the attached document. The employees shall submit to the Chief the attached Pass/Fail form. The City shall bear no expense for this initial medical examination given by the employee's physician.
- F. Every employee who has passed the medical examination, whether from their own physician or that physician utilized by the City, shall be able to be assigned to duties requiring the use of S.C.B.A. during that period of time as noted on the Pass/Fail examination form. The City shall notify the employee thirty (30) days prior to the expiration of the period of time covered by the previous physical examination.
- G. Any employee whose assigned duties require him/her to wear S.C.B.A. and who opts to avail himself/herself of the examination provided for by the City, and who subsequently was determined to have failed the examination in the opinion of the examining physician, will be reassigned for a period not to exceed five (5) days to administrative duties. During this time period, the employee will be allowed to seek the opinion of another physician of his/her choice at no expense to the City, and will be required to submit to

the Chief of the Department the same form as used for the initial examination. Upon subsequent successful completion of a second (2nd) examination said employee may be returned to full duty.

- H. If any employee is unable to pass the examination or fails to submit a passing physical form to the Chief of the Department, then that employee shall be assigned temporarily to a position within the Fire Department where he/she shall not be required to wear a Self-Contained Breathing Apparatus (S.C.B.A.).
- I. The City and the Union understand that these temporary assignments may cause a temporary increase in the number of positions in certain areas. However, these temporary assignments shall be for the purpose of allowing the employee to rehabilitate himself/herself to, in the shortest time possible, so that he/she may be reassigned to his/her previous assignment. It is incumbent upon the employee to structure a program with advice from either his/her physician and/or the City physician to rehabilitate himself/herself.
- J. The City shall make reasonable efforts to accommodate the employee in his/her efforts to rehabilitate himself/herself. Employees who are temporarily assigned shall continue to receive all rights and benefits of their rank while so assigned. These temporary assignments shall be for the purpose of this agreement only.
- K. If a "Pass" is received from an employee's own physician after receiving a "Fail" from the City's physician, an employee may be placed on full duty within five (5) days after receipt of the certification form. If there continues to be a disagreement between the City's physician and the employee's physician, the City will request negotiations with Local #1073 regarding the employee in question.
- L. Results of all examinations will become the property of the City of Middletown; however, upon request, the employee may be furnished a copy of his/her examination.

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

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

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

ARTICLE XXX **INJURY LEAVE**

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

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

ARTICLE XXXI **UNION SECURITY & AGENCY SHOP**

SECTION 1 Any new employee covered by this Agreement who authorizes union deductions shall start paying union dues beginning sixty (60) days after the new employee's start date. To the extent that the City initiates such deductions on the new employee's first day of hire, the Union will credit the new employee with any dues' payments made during those first sixty (60) days.

SECTION 2 The Union agrees to indemnify and save the City harmless against any and all claims, demands, suits or proceedings arising out of or by reason of any action taken or not taken by the City in reliance upon the check-off and Union security provisions of this Agreement or on the correctness of any dues deduction or agency fee authorization furnished by the Union to the City.

SECTION 3 The City shall call upon the Union to defend any suits or proceedings arising out of the foregoing indemnity and the Union shall promptly defend such suits or proceedings. If the Union fails to promptly defend such suits or proceedings, the City shall undertake such defense and all costs thereof shall be charged to the Union.

ARTICLE XXXII
SUBSTANCE ABUSE

SECTION 1 **Purposes:**

The purposes of this policy are as follows:

- A. To establish and maintain a safe, healthy working environment for all employees.
- B. To ensure the reputation of the City of Middletown Fire Department and its firefighters as good, responsible citizens worthy of public trust.
- C. To reduce the incidence of accidental injury to persons or property.
- D. To reduce absenteeism, tardiness and indifferent job performance.
- E. To provide assistance toward rehabilitation for any employee who seeks the Fire Department's help in overcoming any addiction to, dependence upon, or problem with alcohol or drugs.

SECTION 2 **Definitions:**

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

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

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

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

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

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

Supervisor Referral: Shall be considered an order or directive.

SECTION 3 Employee Assistance Program

- A. Any employee who feels that he/she has developed an addiction to, dependence upon or problem with alcohol or drugs, legal or illegal, is encouraged to seek assistance. Entrance into the Employee Assistance Program can occur by self-referral, recommendation or referral by the employees supervisor.
- B. Request for assistance through "recommendation" or "supervisor referral" will be treated as confidential. "Self-Referral" confidentiality will be maintained between the individual seeking help and employee assistance personnel.
- C. Employee progress will be monitored by the Fire Chief or a Deputy Fire Chief in the case of recommendation or referral.
- D. Rehabilitation itself is the responsibility of the employee. For employees enrolled in a formal treatment program, the Fire Department will grant rehabilitation leave at full pay up to accumulated sick leave. Outpatient care will be charged to sick leave. Employees using up accumulated sick leave will be allowed to use vacation and other accumulated leave time. An employee may request an extension of sick leave for rehabilitation purposes, however, the failure of the City to grant said extension shall not be a grievable matter by the employee of the Union.
- E. To be eligible for continuation of employment on a rehabilitation pay basis in accordance with Section 3(D) above, the employee must have been employed at least one (1) year, must maintain at least weekly contact with the Fire Chief, and must provide certification that he/she is continuously enrolled in a treatment program and actively participating in that program.

- F. Upon successful completion of treatment, the employee will be returned to active status without reduction of pay, grade or seniority.

SECTION 4 Alcoholic Beverages

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

SECTION 5 Prescription Drugs

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

SECTION 6 Illegal Drugs

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

SECTION 7 Procedures

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

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

- STEP 1:** Supervisors who have reasonable grounds to believe an employee is under the influence of alcohol, drugs or chemicals shall immediately remove said employee from duty in order to protect said employee, fellow employees and the public from harm.
- STEP 2:** The Supervisor shall notify his/her Supervisor immediately.
- STEP 3:** Both Supervisors will interview the employee in the presence of their Union Representative, and if they both believe, based upon reasonable grounds, that the employee is under the influence of alcohol, drugs or chemicals, then said employee will be taken to the hospital or testing facility as designated by the City and the Union. All tests shall be administered by a testing facility that can ensure the following:

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

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

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

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

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

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

STEP 5: If the employee is willing to sign the appropriate release form, the hospital or testing facility will perform a drug and/or alcohol test.

All testing shall be handled in accordance with HIPAA (Health Insurance Portability and Accountability Act) regulations.

- A. It shall be made clear to the employee before he/she signs the release form that the results will be made available to the Fire Chief and may be used in disciplinary proceedings against the employee. In addition, said results will be made available to the employee.
- B. If the employee refuses to sign and the tests are not given and the results not provided, the employee will be considered by the City to be in violation of the Collective Bargaining Agreement between the City and the Union, and the City Personnel Policies.
- C. The employee will be removed from active duty, removed from the payroll and terminated.

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

- A. When test results are positive, the employee will be relieved of duty and may be referred to the Employee Assistance Program in lieu of disciplinary action being taken.
- B. The Fire Chief shall make the final determination whether the employee returns to active status or remains off-duty.
- C. Rejection of treatment or failure to complete the program may be cause for suspension or termination.
- D. Upon successful completion of treatment, the employee will be returned to active status without reduction of pay, grade or seniority.
- E. No employee will be eligible for the Employee Assistance Program more than two (2) times.
- F. Any Supervisor who does not relieve an employee suspected of being under the influence of alcohol, drugs or chemicals will be subject to disciplinary action.
- G. The first (1st) positive test for alcohol will result in a referral to the Employee Assistance Program, a second (2nd) positive test for alcohol will result in a ten (10) day suspension without pay, and a

third (3rd) positive test for alcohol will result in immediate terminations.

- H. A first (1st) positive test for drugs shall result in a ten (10) day suspension without pay and a second (2nd) positive test for drugs shall result in immediate termination.
- I. In addition to reasonable cause testing, the City shall have the prerogative to test an employee who has completed an EAP Program once within six (6) months following completion of such program.

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

- A. The policies set forth in this Substance Abuse Policy shall be effective immediately. Each employee will be furnished a copy of this policy and will sign a receipt for same. Employees hired in the future will be furnished a copy before hiring.
- B. PROGRAM – During this period of amnesty, all employees will be fully informed of all of the details of this Agreement before any testing is administered. Employees will be provided with information concerning the impact of the use and abuse of drugs on job performance. In addition, the City shall inform all employees of how the tests are conducted, how well the tests perform, when tests will be conducted, what tests can determine, the consequences of testing positive for drug use and abuse, and the service offered under the City of Middletown Employee Assistance Program and the penalties provided.
- C. These policies will be implemented in a manner that will comply with all applicable federal and state laws.

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

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

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

SECTION 12 Confidentiality:

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

ARTICLE XXXIII
DURATION

This Agreement shall remain in full force and effect for a period of three (3) years from July 1, 2024 to June 30, 2027. If no agreement is reached by June 30, 2027, this Agreement shall remain in effect in its entirety until a new agreement is reached. This agreement took effect on the date that the Common Council ratified it. Notwithstanding the foregoing, no provision of this Agreement shall be applied retroactively unless specifically provided herein. Negotiations for a successor agreement shall be initiated in accordance with MERA after January 1, 2027.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE HEREUNTO CAUSED THIS AGREEMENT BETWEEN THE CITY OF MIDDLETOWN AND THE MIDDLETOWN FIRE UNION, LOCAL #1073, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, AFL-CIO, TO BE EXECUTED BY THEIR DULY AUTHORIZED REPRESENTATIVES ON THE 8th DAY OF November, 2024.

CITY OF MIDDLETOWN

By: _____

Benjamin Florsheim, Its Mayor

IN THE PRESENCE OF:

Witness

Witness

FIRE LOCAL #1073, IAFF, AFL-CIO

By: _____

Mike Carta, Local #1073 President

Witness

Witness

APPENDIX A
SALARY SCHEDULE SUMMARY

**APPENDIX A
FIRE LOCAL #1073 SALARY SCHEDULE**

<u>Position</u>	<u>Step</u>	<u>Annual</u>	<u>Hourly</u>
FIRE FIGHTER			
7/1/2024 @ 2.75%	1	\$57,364.97	\$26.1941
	2	\$64,071.81	\$29.2565
	3	\$70,774.98	\$32.3173
	4	\$77,480.60	\$35.3793
	5	\$84,189.89	\$38.4429
	6	\$90,902.65	\$41.5081
FIRE LIEUTENANT			
7/1/2024 @ 2.75%	1	\$81,438.32	\$37.1864
	2	\$83,895.25	\$38.3083
	3	\$86,325.31	\$39.4179
	4	\$91,235.10	\$41.6599
	5	\$96,129.19	\$43.8946
	6	\$103,259.11	\$47.1503
ASSISTANT FIRE MARSHAL			
7/1/2024 @ 2.75%	1	\$81,436.71	\$37.1857
	2	\$83,894.30	\$38.3079
	3	\$86,324.11	\$39.4174
	4	\$91,233.87	\$41.6593
	5	\$96,127.77	\$43.8940
	6	\$103,257.85	\$47.1497
FIRE CAPTAIN			
7/1/2024 @ 2.75%	1	\$87,299.05	\$39.8626
	2	\$89,965.57	\$41.0802
	3	\$92,630.74	\$42.2971
	4	\$97,958.37	\$44.7298
	5	\$103,275.42	\$47.1577
	6	\$109,720.29	\$50.1006
ASSISTANT CHIEF/TRAINING OFFICER			
7/1/2024 @ 2.75%	1	\$93,160.09	\$42.5389
	2	\$96,034.85	\$43.8515
	3	\$98,935.84	\$45.1762
	4	\$104,681.73	\$47.7999
	5	\$110,442.19	\$50.4211
	6	\$116,182.37	\$53.0513

**APPENDIX A
FIRE LOCAL #1073 SALARY SCHEDULE**

BATTALION CHIEF/SHIFT COMMANDER			
7/1/2024 @ 2.75%	1	\$93,160.09	\$42.5389
	2	\$96,034.85	\$43.8515
	3	\$98,935.84	\$45.1762
	4	\$104,681.73	\$47.7999
	5	\$110,442.19	\$50.4211
	6	\$116,182.37	\$53.0513

**APPENDIX A
FIRE LOCAL #1073 SALARY SCHEDULE**

DEPUTY FIRE MARSHAL			
7/1/2024 @ 2.75%	1	\$93,158.91	\$42.5383
	2	\$96,033.46	\$43.8509
	3	\$98,934.60	\$45.1756
	4	\$104,681.69	\$47.7999
	5	\$110,420.92	\$50.4205
	6	\$116,179.91	\$53.0502
FIRE MARSHAL			
7/1/2024 @ 2.75%	1	\$111,839.46	\$51.0682
	2	\$116,468.90	\$53.1821
	3	\$121,103.88	\$55.2986
	4	\$125,730.78	\$57.4113
	5	\$130,368.31	\$59.5289
	6	\$134,993.96	\$61.6411
ALARM TECHNICIAN			
7/1/2024 @ 2.75%	1	\$57,364.83	\$26.1940
	2	\$64,071.26	\$29.2563
	3	\$70,774.83	\$32.3173
	4	\$77,481.23	\$35.3796
	5	\$84,189.98	\$38.4429
	6	\$90,902.87	\$41.5082
SUPERINTENDENT OF ALARMS			
7/1/2024 @ 2.75%	1	\$69,243.98	\$31.6183
	2	\$75,898.98	\$34.6571
	3	\$82,552.97	\$37.6954
	4	\$89,208.24	\$40.7344
	5	\$95,862.23	\$43.7727
	6	\$102,444.02	\$46.7781

**APPENDIX A
FIRE LOCAL #1073 SALARY SCHEDULE**

<u>Position</u>	<u>Step</u>	<u>Annual</u>	<u>Hourly</u>
FIRE FIGHTER			
7/1/2025 @ 2.75%	1	\$58,942.51	\$26.9144
	2	\$65,833.78	\$30.0611
	3	\$72,721.29	\$33.2061
	4	\$79,611.32	\$36.3522
	5	\$86,505.11	\$39.5001
	6	\$93,402.47	\$42.6495
FIRE LIEUTENANT			
7/1/2025 @ 2.75%	1	\$83,677.87	\$38.2091
	2	\$86,202.37	\$39.3618
	3	\$88,699.26	\$40.5019
	4	\$93,744.07	\$42.8055
	5	\$98,772.74	\$45.1017
	6	\$106,098.74	\$48.4469
ASSISTANT FIRE MARSHAL			
7/1/2025 @ 2.75%	1	\$83,676.22	\$38.2083
	2	\$86,201.39	\$39.3614
	3	\$88,698.02	\$40.5014
	4	\$93,742.80	\$42.8049
	5	\$98,771.28	\$45.1010
	6	\$106,097.44	\$48.4463
FIRE CAPTAIN			
7/1/2025 @ 2.75%	1	\$89,699.77	\$40.9588
	2	\$92,439.62	\$42.2099
	3	\$95,178.09	\$43.4603
	4	\$100,652.23	\$45.9599
	5	\$106,115.49	\$48.4546
	6	\$112,737.60	\$51.4784
ASSISTANT CHIEF/TRAINING OFFICER			
7/1/2025 @ 2.75%	1	\$95,721.99	\$43.7087
	2	\$98,675.81	\$45.0574
	3	\$101,656.58	\$46.4185
	4	\$107,560.48	\$49.1144
	5	\$113,458.80	\$51.8077
	6	\$119,377.39	\$54.5102

**APPENDIX A
FIRE LOCAL #1073 SALARY SCHEDULE**

BATTALION CHIEF/SHIFT COMMANDER			
7/1/2025 @ 2.75%	1	\$95,721.99	\$43.7087
	2	\$98,675.81	\$45.0574
	3	\$101,656.58	\$46.4185
	4	\$107,560.48	\$49.1144
	5	\$113,458.80	\$51.8077
	6	\$119,377.39	\$54.5102

**APPENDIX A
FIRE LOCAL #1073 SALARY SCHEDULE**

EPUTY FIRE MARSHAL			
7/1/2025 @ 2.75%	1	\$95,720.78	\$43.7081
	2	\$98,674.38	\$45.0568
	3	\$101,655.30	\$46.4179
	4	\$107,560.44	\$49.1144
	5	\$113,457.50	\$51.8071
	6	\$119,374.86	\$54.5091
FIRE MARSHAL			
7/1/2025 @ 2.75%	1	\$114,915.05	\$52.4726
	2	\$119,671.79	\$54.6447
	3	\$124,434.24	\$56.8193
	4	\$129,188.38	\$58.9901
	5	\$133,953.44	\$61.1660
	6	\$138,706.29	\$63.3362
ALARM TECHNICIAN			
7/1/2025 @ 2.75%	1	\$58,942.36	\$26.9143
	2	\$65,833.22	\$30.0608
	3	\$72,721.14	\$33.2060
	4	\$79,611.96	\$36.3525
	5	\$86,505.20	\$39.5001
	6	\$93,402.70	\$42.6496
SUPERINTENDENT OF ALARMS			
7/1/2025 @ 2.75%	1	\$71,148.19	\$32.4878
	2	\$77,986.20	\$35.6101
	3	\$84,823.18	\$38.7320
	4	\$91,661.47	\$41.8546
	5	\$98,498.44	\$44.9765
	6	\$105,261.23	\$48.0645

**APPENDIX A
FIRE LOCAL #1073 SALARY SCHEDULE**

<u>Position</u>	<u>Step</u>	<u>Annual</u>	<u>Hourly</u>
FIRE FIGHTER			
7/1/2026 @ 2.75%	1	\$60,563.43	\$27.6545
	2	\$67,644.21	\$30.8878
	3	\$74,721.13	\$34.1192
	4	\$81,800.63	\$37.3519
	5	\$88,884.00	\$40.5863
	6	\$95,971.04	\$43.8224
FIRE LIEUTENANT			
7/1/2026 @ 2.75%	1	\$85,979.01	\$39.2598
	2	\$88,572.94	\$40.4443
	3	\$91,138.49	\$41.6157
	4	\$96,322.03	\$43.9827
	5	\$101,488.99	\$46.3420
	6	\$109,016.46	\$49.7792
ASSISTANT FIRE MARSHAL			
7/1/2026 @ 2.75%	1	\$85,977.32	\$39.2591
	2	\$88,571.93	\$40.4438
	3	\$91,137.22	\$41.6152
	4	\$96,320.73	\$43.9821
	5	\$101,487.49	\$46.3413
	6	\$109,015.12	\$49.7786
FIRE CAPTAIN			
7/1/2026 @ 2.75%	1	\$92,166.51	\$42.0852
	2	\$94,981.71	\$43.3706
	3	\$97,795.49	\$44.6555
	4	\$103,420.17	\$47.2238
	5	\$109,033.67	\$49.7871
	6	\$115,837.88	\$52.8940
ASSISTANT CHIEF/TRAINING OFFICER			
7/1/2026 @ 2.75%	1	\$98,354.34	\$44.9107
	2	\$101,389.39	\$46.2965
	3	\$104,452.14	\$47.6950
	4	\$110,518.39	\$50.4650
	5	\$116,578.92	\$53.2324
	6	\$122,660.27	\$56.0093

**APPENDIX A
FIRE LOCAL #1073 SALARY SCHEDULE**

BATTALION CHIEF/SHIFT COMMANDER			
7/1/2026 @ 2.75%	1	\$98,354.34	\$44.9107
	2	\$101,389.39	\$46.2965
	3	\$104,452.14	\$47.6950
	4	\$110,518.39	\$50.4650
	5	\$116,578.92	\$53.2324
	6	\$122,660.27	\$56.0093
DEPUTY FIRE MARSHAL			
7/1/2026 @ 2.75%	1	\$98,353.10	\$44.9101
	2	\$101,387.93	\$46.2959
	3	\$104,450.82	\$47.6944
	4	\$110,518.35	\$50.4650
	5	\$116,577.58	\$53.2318
	6	\$122,657.67	\$56.0081
FIRE MARSHAL			
7/1/2026 @ 2.75%	1	\$118,075.21	\$53.9156
	2	\$122,962.76	\$56.1474
	3	\$127,856.18	\$58.3818
	4	\$132,741.06	\$60.6124
	5	\$137,637.16	\$62.8480
	6	\$142,520.71	\$65.0779
ALARM TECHNICIAN			
7/1/2026 @ 2.75%	1	\$60,563.27	\$27.6545
	2	\$67,643.63	\$30.8875
	3	\$74,720.97	\$34.1192
	4	\$81,801.29	\$37.3522
	5	\$88,884.09	\$40.5863
	6	\$95,971.27	\$43.8225
SUPERINTENDENT OF ALARMS			
7/1/2026 @ 2.75%	1	\$73,104.77	\$33.3812
	2	\$80,130.82	\$36.5894
	3	\$87,155.82	\$39.7972
	4	\$94,182.16	\$43.0056
	5	\$101,207.15	\$46.2133
	6	\$108,155.91	\$49.3863

APPENDIX B
DENTAL INSURANCE SUMMARY

Cigna Dental Benefit Summary
City of Middletown – DPPO1
Plan Renewal Date: 07/01/2024



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 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 Oral Evaluations Prophylaxis: routine cleanings X-rays: routine X-rays: non-routine Fluoride Application Sealants: per tooth Space Maintainers: non-orthodontic Emergency Care to Relieve Pain (Note: This service is administrated at the in network coinsurance level.)	80% No Deductible	20% No Deductible	80% No Deductible	20% No Deductible
Class II: Basic Restorative Restorative: fillings (Includes composite (white/tooth-colored) 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 (Includes porcelain or white/tooth-colored crowns) Bridges	50% No Deductible	50% No Deductible	50% No Deductible	50% No Deductible
Class IV: Orthodontia Coverage for Dependent Children to age 26 Lifetime Benefits Maximum: \$600	60% No Deductible	40% No Deductible	60% No Deductible	40% No Deductible
Class VI: Periodontics Periodontics: minor and major Calendar Year Benefits Maximum: \$500	80% No Deductible	20% No Deductible	80% No Deductible	20% No Deductible
Benefit Plan Provisions:				
In-Network Reimbursement	For services provided by a Cigna Dental PPO network dentist, Cigna Dental will reimburse the dentist according to a Fee Schedule or Discount Schedule.			
Non-Network Reimbursement	For services provided by a non-network dentist, Cigna Dental will reimburse according to the Billed Charge.			

Cross Accumulation	All deductibles, plan maximums, and service specific maximums cross accumulate between in and out of network. Benefit frequency limitations are based on the date of service and cross accumulate between in and out of network.
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. This provision does not apply to composite (white/tooth-colored) fillings or porcelain or white/tooth-colored crowns.
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.
Crowns, Bridges, Dentures and Partial	Replacement every 60 months if unserviceable and cannot be repaired.
Denture and Bridge Repairs	Reviewed if more than once.
Denture Relines, Rebases and Adjustments	Covered if more than 6 months after installation.
Prosthesis Over Implant	Replacement every 60 months if unserviceable and cannot be repaired.
Benefit Exclusions:	
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; • 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 .

A copy of the NH Dental Outline of Coverage is available and can be downloaded at [Health Insurance & Medical Forms for Customers | Cigna under Dental Forms](#).

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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APPENDIX C

MEDRX 1 SUMMARY



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

Important Questions	Answers	Why This Matters:
What is the overall deductible?	For in-network providers : \$0/individual or \$0/family For out-of-network providers : \$400/individual or \$800/family	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 .
Are there services covered before you meet your deductible?	Yes. Emergency Care	You will have to meet the deductible before the plan pays for any services.
Are there other deductibles for specific services?	No.	You don't have to meet deductibles for specific services.
What is the out-of-pocket limit for this plan?	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	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.
What is not included in the out-of-pocket limit?	Penalties for failure to obtain pre-authorization for services, premiums , balance-billing charges, and health care this plan doesn't cover.	Even though you pay these expenses, they don't count toward the out-of-pocket limit .

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



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)	
<p>If you visit a health care provider's office or clinic</p>	<p>Primary care visit to treat an injury or illness</p>	<p>\$20 copay/visit, except no charge for office surgery</p>	<p>20% coinsurance</p>	<p>None</p>
	<p>Specialist visit</p>	<p>\$20 copay/visit, except no charge for office surgery</p>	<p>20% coinsurance</p>	<p>None</p>
	<p>Preventive care/ screening/ immunization</p>	<p>No charge/visit No charge/screening No charge/immunizations</p>	<p>20% coinsurance/visit 20% coinsurance/ screening No charge/ immunizations** **Deductible does not apply</p>	<p>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.</p>
<p>If you have a test</p>	<p>Diagnostic test (x-ray, blood work)</p>	<p>No charge</p>	<p>20% coinsurance</p>	<p>None</p>
	<p>Imaging (CT/PET scans, MRIs)</p>	<p>No charge</p>	<p>20% coinsurance</p>	<p>None</p>

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 Limits are not applicable to mental health conditions for Physical, Speech and Occupational therapies.
		\$20 copay / Specialist visit	20% coinsurance / Specialist visit	
	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). Limits are not applicable to mental health conditions for Physical, Speech and Occupational therapies.
		\$20 copay / Specialist visit	20% coinsurance / Specialist visit	
	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
---------------------------	-----------------

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
---------------------------	----------------

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
---------------------------	----------------

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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reverso de su tarjeta de identificación. Si no lo es, llame al 1.800.244.6224 (los usuarios de TTY deben llamar al 711).

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 شماره‌ای که در پشت کارت شناسایی شماست تماس بگیرید. در غیر اینصورت با شماره 1.800.244.6224 تماس بگیرید (شماره تلفن ویژه ناشنوایان: شماره 711 را شماره‌گیری کنید).