

AGREEMENT

BETWEEN

THE CITY OF MIDDLETOWN, CONNECTICUT

AND

UNITED PUBLIC SERVICE EMPLOYEES UNION,
Local 6457

JULY 1, 2020 – JUNE 30, 2025

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PREAMBLE

SECTION 1 This is an AGREEMENT between the CITY OF MIDDLETOWN, CONNECTICUT, hereinafter referred to as the “CITY” and The UNITED PUBLIC SERVICE EMPLOYEES UNION, LOCAL 6457, hereinafter referred to as the UNION or UPSEU.

SECTION 2 The purpose of this AGREEMENT is to promote a harmonious relationship between the CITY and members of the UNION in order that efficient and progressive public service may be rendered.

SECTION 3 The City and the Union adopt this Article and enter into this Agreement with a mutual intent of preserving and protecting work and job opportunities for the employees covered by this Agreement. The City will not subcontract any work presently performed by the bargaining unit.

ARTICLE I **RECOGNITION**

SECTION 1 The City of Middletown hereby recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining on matters of wages, hours, and other conditions of employment for those positions set forth in Appendix B.

SECTION 2 The Union recognizes the Mayor or the Mayor’s designated representative(s) as sole representative of the City of Middletown for the purpose of collective bargaining.

SECTION 3 The City agrees to supply and provide suitable space for a Union bulletin board in each place of work.

SECTION 4 Whenever the masculine form of any pronoun is used in this Agreement, it is understood that the reference includes both male and female employees.

ARTICLE II **NON-DISCRIMINATION**

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

ARTICLE III
UNION SECURITY

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

SECTION 2 Once authorized by the employee through a union card or otherwise, the deduction of monthly dues shall be made once a month (or weekly) on the same pay day each month (week) as specified by the City and remitted to the Secretary Treasurer of the Union. Upon request, the City shall provide within 30 days of a request from the Union or its representative, a list of names for whom dues have been deducted.

SECTION 4 The Union agrees to indemnify and hold harmless the City for any loss or damage arising from the operation of this section. It is also agreed that neither any employee nor UPSEU shall have any claim against the City for any such deductions made or not made, as the case may be, unless a claim of error is made in writing to the City within sixty (60) calendar days after the date such deductions were or should have been made. 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 by the Union to receive such amounts from the City.

ARTICLE IV
UNION BUSINESS

SECTION 1 The City shall allow time off with pay up to a total of ten (10) days in the aggregate each fiscal year for UPSEU Executive Board Members (E-Board Members) for Union business such as attendance at conventions or educational conferences. Such time off is subject to the approval of the Mayor and/or his/her designee. Requests for time off will not be unreasonably denied.

SECTION 2 Members of the Negotiating Committee shall receive full pay for the time spent conducting contract negotiations with the City. The Negotiating Committee shall consist of no more than four (4) members of the Union for the purpose of this section.

SECTION 3 The City recognizes the right of the Local Union to designate E-Board Members and Alternates from the City's seniority list.

Recognizing the importance of the role of the E-Board Members in resolving problems, contract violations or disputes between the City and its employees, the City reaffirms its commitment to the active involvement of Union Local 6457 E- Board Members without loss of pay, in such processes in accordance with the terms of this Article.

The Local 6457 E- Board Members shall also receive full pay for time spent attending grievance hearings with the City and/or the State Board of Mediation and Arbitration.

ARTICLE V
HOURS OF WORK

SECTION 1 The normal working hours for members of the bargaining unit shall be forty (40) hours per week. The normal schedule shall be Monday through Friday.

SECTION 2 With the exception of those positions listed in Section 5 of this Article and except as otherwise provided within this Article, the regular hours of work for employees working a forty (40) hour week shall be from 8:30 a.m. to 4:30 p.m. over a period of five (5) consecutive days of eight (8) continuous hours, Monday through Friday, with one (1) hour for lunch. Employees may request a different schedule of work as long as the hours of work fall between 8:00 a.m. to 5:00 p.m. consisting of eight (8) continuous hours, Monday through Friday, with one (1) hour for lunch. Such a schedule of work must be approved by the Mayor (if the member is a direct report to the Mayor) or the employee's Department Head. .

SECTION 3 The regular hours for those positions listed in Section 5 of this Article shall be 7:00 a.m. to 3:30 p.m. over a period of five (5) consecutive days of eight (8) continuous hours, exclusive of lunch periods, with one-half (1/2) hour for lunch. The regular hours for the Custodial Manager shall be 12:30 p.m. to 9:00 p.m. over a period of five (5) consecutive days of eight (8) continuous hours, exclusive of lunch/dinner periods, with one-half hour for lunch/dinner; provided that the days and hours of work are consecutive, the Board of Education reserves the right to change the hours of work for the Custodial Manager position to meet operational needs.

SECTION 4 All annual salaries shall be in conformance with the salary schedules attached hereto as Appendix C.

SECTION 5 The members of this bargaining unit will be considered salaried employees and, therefore, will not be eligible for overtime compensation, except for the following positions: Superintendent of Parks, Superintendent of Water Treatment, Field Maintenance Manager, Assistant Field Maintenance Manager, Superintendent of Water Pollution Control, Superintendent of Streets and Sanitation, Assistant Superintendent of Streets and Assistant Superintendent of Sanitation, all of whom shall be compensated at one-and-a-half (1-1/2) times his/her regular hourly rate of pay for all hours worked beyond forty (40) hours per week in accordance with the guidelines established in Appendix A. Any overtime must be approved by the member's direct supervisor.

SECTION 6 In recognition of the professional nature of the work of this bargaining unit and the responsibilities of its members, flex time may be allowed to all members not receiving overtime in accordance with Section 5 as long as said member receives prior approval of the Mayor (if the member is a direct report to the Mayor) or the member's Department Head. Flex time shall be defined as a temporary flexible schedule within the parameters of the normal work week (Monday through Friday) established in Section 2 above that allows an employee to alter work day start and finish times based on the needs of the department and in recognition of work completed outside an employee's regular hours. All employees must work forty hours in a week as defined above and any flex in hours must happen either in the week that the employee worked

outside his/her regular schedule or within the week after the employee worked outside his/her regular schedule. Flex time cannot interfere with or curtail normal municipal operations or departmental functions. The department must maintain records about the flex schedule of an employee for every week that the employee uses a flex schedule, but the time card submitted to payroll should reflect that the employee worked his/her regular hours. To the extent that an employee's use of this benefit begins to have a negative impact on the operational needs of the City or that employee's particular department (as determined exclusively by the City), the City can unilaterally revoke any prior approvals for flex time usage and deny any future requests. The City's decision to deny flex time to any employee under this provision is final and cannot be grieved.

ARTICLE VI **VACATIONS AND HOLIDAYS**

SECTION 1 Vacation scheduling shall be tentatively submitted by April 1 of the preceding fiscal year to the Department Head or Mayor, whichever is appropriate, and is subject to the appropriate person's approval. Any subsequent requests are subject to the same approval.

SECTION 2 **Vacation Allotment**

- A. Every employee shall be eligible for paid vacation time after completion of his/her probationary period with the City. Employees shall start to earn vacation allowances as of their date of hire.
- B. All vacation time that a Union member is eligible to receive under this contract shall be allocated to the Union member at the beginning of the fiscal year. If a Union member leaves City employment at any time during the year, however, the City shall use the accrual method set forth under subsection C below to determine whether the employee has the ability to run out any current year vacation time or whether the employee must pay back the City for current year time received, but not yet accrued. For example, if an employee who has worked for the City for less than nine years receives three (3) weeks of vacation time on July 1, immediately uses 1 week of vacation (40 hours), and then leaves City employment on August 1, that employee would need to reimburse the City for 30 hours of time (i.e. 40 hours of vacation time – 10 hours accrued within first month = 30 hours used, but not accrued) and would forfeit the other 80 hours that the employee received, but had not yet accrued under subsection C below.
- C. Vacation allowances shall be earned annually based on the following schedule:
1. One and one quarter (1-1/4) working days per month for all employees having less than nine (9) years of service. After successful completion of the probationary period, employees shall be eligible to utilize 7.5 days of earned vacation time. After one year of employment, employees shall have earned a total of fifteen (15) days' vacation time.
 2. One and two thirds (1-2/3) working days per month for all employees having at least nine (9) years of service.

3. Each employee upon completing twenty-one (21) years of service shall receive one (1) additional day vacation per year for each additional year of service up to a maximum of twenty-five (25) days.

D. In addition to the above, beginning July 1, 2020, any member who has been employed by the City for fifteen (15) or more years will receive an extra five (5) days' vacation on July 1 if the anniversary date will occur within that fiscal year. The City shall have the right, where it deems appropriate, to accelerate an individual's entitlement in order to attract qualified individuals to various positions.

SECTION 3 All members may be allowed to carry over vacation time into the next year. The maximum vacation accumulation shall be eight (8) weeks. Any accumulated vacation in excess of eight (8) weeks on the last day of the fiscal year will be forfeited unless such employee can demonstrate that he/she was unable to take the amount of forfeited days in the previous fiscal year. In that case, such employee will be paid for any unused vacation in excess of eight (8) weeks.

SECTION 4

A. The following holidays shall be paid holidays:

1. New Year's Day
2. Dr. Martin Luther King Jr's Birthday
3. President's Day
4. Good Friday
5. Memorial Day
6. Independence Day
7. Labor Day
8. Columbus Day
9. Veteran's Day
10. Thanksgiving Day
11. Day after Thanksgiving Day
12. Christmas Day

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

SECTION 5 Holiday Pay

To receive holiday pay, an eligible employee must be at work or on authorized absence on the work days immediately preceding and immediately following the day in which the holiday is observed.

SECTION 6 Saturday/Sunday

A holiday that occurs on a Saturday will be observed on the preceding Friday. A holiday that falls on Sunday will be observed on the following Monday.

SECTION 7 In the event of the death of an employee, said employee's estate shall receive any vacation pay due in a check made payable to the estate. Said payment shall be in a lump sum separate from all other payments.

ARTICLE VII
INSURANCE

SECTION 1 The City of Middletown shall provide all full-time and permanent part-time employees a health plan with access to a national provider network that includes the features and co-pays described in Appendix MEDRX and a dental plan as summarized in Appendix DEN. These appendices are attached and incorporated herein. A condensed summary of those benefits is below:

- A. Employee Health Plan - to access care you have the option of receiving care in-network by the carrier's participating provider with most services covered at one hundred percent (100%) subject to fixed co-pay amounts of twenty dollars (\$20.00) per office visit, one hundred dollars (\$100.00) per emergency room visit (waived if admitted) and a two hundred and fifty dollars (\$250.00) per admission inpatient hospital co-pay is required. Or, you can choose to receive services out-of-network by a licensed physician of your choice, subject to four hundred dollars (\$400.00) per person/eight hundred dollars (\$800.00) per family calendar year deductibles with out-of pocket maximums of eighteen hundred dollars (\$1,800.00) per person/three thousand dollars (\$3,000.00) family (Including deductibles).
- B. This plan also includes a prescription drug benefit that requires copays for a thirty day supply (at the drug store) of \$5 generic, \$20 preferred brand, and \$35 non-preferred. The following co-pays shall apply for a 90 day supply through mail order: \$10 generic, \$40 preferred brand, \$70 non-preferred.
- C. The prescription drug benefit set forth in Section 1, C above shall include mandatory generic. If a member requests a brand name medication when a generic equivalent is available, he/she will pay the difference in cost between the brand name and the generic unless his/her doctor determines that it is medically necessary for the member to take the brand name medication. In the case of medical necessity, the physician must seek prior approval for the mandatory generic exception from the City's pharmacy benefit manager ("PBM"). In addition, the current PBM's standard formulary shall be replaced by the Preferred National Formulary, which shall be updated annually.

SECTION 2 At any time during this contract, the City may implement an incentive based wellness program.

SECTION 3 All active members of the Union will be required to pay fifteen percent (15%) of the total actual premium cost for the insurance plan and class coverage in which they are enrolled.

SECTION 4 The City may elect to change insurance carrier(s)/administrator(s) for any of the benefits specified in this Article, provided that the coverage is at least equivalent to, or better than, the coverage in effect immediately prior to the change. It is understood that the term "equivalent" does not mean identical, but rather comparable in terms of plan design and benefit level. The City agrees to give the Union reasonable notice prior to any change in carrier(s)/administrator(s).

SECTION 5 The City shall implement a Section 125 pre-tax wage deduction plan, in accordance with applicable provisions of Section 125 of the Internal Revenue Code and in accordance with any amendments to said provisions, so long as said provisions allow for such a plan. Said plan will include a medical spending account which may be utilized by bargaining unit employees in connection with their deductible and co-payment amounts listed in Section 1 of this Article and also will be designed to permit exclusion from taxable income of the employees' share of health insurance premiums under Section 2 of this Article for those employees who complete and sign the appropriate wage deduction form. The City shall incur no obligation to engage in any form of impact bargaining in the event that a change in law reduces or eliminates the tax-exempt status of the employee insurance premium contributions. Neither the Union nor any employee covered by this Agreement shall make any claim or demand nor maintain any action against the City or any of its members or agents for taxes, penalties, interest or other costs or loss arising from the use of the wage deduction form or from a change in law that may reduce or eliminate the employee tax benefits to be derived from this plan. Further, the parties agree that the health insurance benefits and the administration of those benefits shall continue to be governed by the collective bargaining Agreement and the carrier's insurance plan.

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

- A. **OPTION A:** Members who were active employees as of July 1, 2006 had the option in a prior contract to select Option A, which provides that upon retirement, those members shall be provided the same health insurance coverage as active employees, subject to the same limitations and payments as active employees, as may be amended from time to time. Under this Option, the premium cost-sharing obligation for the retiree will be the same percentage as applied to active employees under Section 3 of this Article as may be amended from time to time. Current active employees who select Section 6A, will have a 25% maximum premium cost share. All pensioners, age sixty-five (65) and older who are eligible for Medicare Parts A & B shall receive the same coverage as active employees, as said coverage, limitations and payments may be amended from time to time. The City's plan shall be supplemental to Medicare. Employees must have at least fifteen (15) years of City service to be eligible for health insurance benefits upon retirement.

Members who selected this option shall be entitled to pension benefits as defined under Article 8 of this Agreement.

- B. **OPTION B:** Members who were active employees as of July 1, 2006 had the option in a prior contract to select Option B, which provides that, upon retirement, those members shall be provided the same health insurance coverage as active employees 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, as said coverage, limitations and payments may be amended from time to time. The City's plan shall be supplemental to Medicare. Employees must have at least fifteen (15) years of City service to be eligible for health insurance benefits upon retirement. The premium cost-sharing obligation for the retiree under this Option shall be based upon age on date of retirement.

Less than Age 45	80% of cost of healthcare premium
Ages 45 to 54	60% of cost of healthcare premium
Ages 55 to 61	35% of cost of healthcare premium
Age 62 and on	Retiree pays same as actives with a cap of 25% applied for life

Members who selected Option B shall be entitled to pension benefits as defined under Article 8 of this AGREEMENT.

- C. For Members who had the ability to choose Option A or B as set forth above, in the event, that employee is later diagnosed with a legitimate life threatening or debilitating illness, which is medically verified, causing that employee to immediately retire, that employee can elect to revert back to the health insurance coverage afforded retirees under subsection A. of this Section.
- D. For those employees eligible to select the retirement benefits afforded under subsections A. or B. of this Section and who fail to do so within the one hundred twenty (120) day window, the employee will receive the retirement health benefits afforded under this subsection B., which shall not be grievable.
- E. Except as set forth under subsection F below, all employees who joined the bargaining unit after July 1, 2006 shall be eligible for health insurance benefits as long as the employee has at least fifteen (15) years of City service and shall pay for said benefit in accordance with the following schedule based upon age on the date of retirement:

Less than Age 45	80% of cost of healthcare premium
Ages 45 to 54	60% of cost of healthcare premium
Ages 55-61	35% of cost of healthcare premium
Age 62-on	Same as actives with a cap of 35% for life

- F. For those City employees, who, by promotion, become members of this bargaining unit and who have more than ten (10) years of City service at the time of the promotion, they

shall be eligible to elect, within one hundred twenty days of the appointment, either to receive the health insurance benefits in accordance with the premium cost sharing options offered under either subsection A or B of this Section. Failure to so select will cause the promoted employee to receive the retirement health benefits and applicable pension benefits afforded to retirees under subsection B of this Section which shall not be grievable.

- G. Upon the death of the pensioner, the spouse may pick up the above health insurance coverage for life so long as he/she does not remarry subject to all the same terms, payments and conditions applicable to active employees, as said terms, payments and conditions may be amended from time to time.
- H. Any active or retired member of the Union may elect to waive their right to insurance (e.g. medical, dental or life) coverage at any time during the year, however, any enrollment or reenrollment into the health plan, including life insurance, can only be done during the City's annual open enrollment period, generally held in June of each year with coverage effective on July 1st of that year. In the event that reenrollment is necessary due to the member's loss of coverage that would be considered a qualifying event in accordance with the federal COBRA law, then the City shall allow the member to enroll or reenroll for coverage within the thirty (30) days of the qualifying event

SECTION 7 Each employee shall receive basic term life insurance coverage of twice his/her annual rate of basic earnings, rounded to the nearest thousand dollars (\$1,000.00). The life insurance will be for life. The City will provide life insurance of five thousand dollars (\$5,000.00) on the employee's spouse and up to two thousand dollars (\$2,000.00) on each eligible dependent while the member is still actively employed by the City. Each member of the Union and any individual retiring after the ratification of this Agreement shall contribute \$12.00 per month for the life insurance coverage described herein.

SECTION 8 Any pensioner who is gainfully employed in a capacity where they are provided group insurance benefits, 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 twenty four percent (24%) of the cost of the medical insurances to the City of Middletown. In the event the retired employee ceases to be employed where group medical insurance is provided, he/she shall be reinstated to the appropriate medical insurance program at the City's expense.

SECTION 9 The City shall continue to provide the current Comprehensive Dental Plan in effect on June 30, 2006. The Comprehensive Dental Plan shall provide coverage for basic and major classes of service, as summarized in Appendix DEN, attached hereto. The Plan will pay eighty percent (80%), sixty percent (60%), or fifty percent (50%) of covered expenses depending on the class of service; the employee will pay the remaining balance. There are no deductibles applied to this Plan and calendar year benefits are unlimited, except for a five hundred dollar (\$500.00) periodontal calendar year maximum and a twelve hundred dollar (\$1,200) orthodontic lifetime maximum.

SECTION 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 XII, Grievance Procedure, Section 2, that the just cause for which the employee was terminated was sufficient to deprive the employee of these benefits.

SECTION 11 The parties agree to reopen negotiations with respect to health benefits any time between July 1, 2022 and June 30, 2023 to consider the City's proposal to join the State Partnership Plan or alternatively to consider premium cost share increases on the current insurance plan. .

SECTION 11 Any individuals who join the bargaining unit after ratification of this Agreement will be required to contribute to the City's OPEB (Other Post-Employment Benefits) Trust one percent (1%) of their base pay through pre-tax weekly payroll deductions. This deduction will occur regardless of whether the employee elects to enroll in the City's health plan and will not be returned at the employee's termination or separation from the City. This deduction will end once the member retires or terminates employment from the City.

ARTICLE VIII **PENSION**

SECTION 1 Pension benefits will be as provided for in the Retirement Plan of the City of Middletown enacted on July 3, 2017.

SECTION 2 In addition to the pension benefits outlined in the Retirement Plan of the City of Middletown, it is agreed that the minimum number of years required for vesting shall be ten (10) years. Anyone who shall receive a vested benefit based on the minimum of ten (10) years of service, but less than twenty (20) years of service, shall be eligible to collect such benefits at age sixty-five (65).

SECTION 2A The maximum annual benefit for pensioners hereunder shall not be reduced or diminished by operation of Town Ordinance during the term of this collective bargaining agreement.

SECTION 3 Notwithstanding the City's Retirement Plan, the basis for the computation of pension benefits for retirees shall be the three (3) consecutive highest years of service.

SECTION 4 Notwithstanding the City's Retirement Plan, the members of this bargaining unit shall receive a pension based upon two and one-quarter percent (2-1/4%) per year of service to a maximum of seventy percent (70%) and shall be eligible for retirement after twenty-two (22) years of credited service. However, those members of the bargaining unit, who will receive health benefits in accordance with subsection B and E. of Section 6 of Article VII of this Agreement, shall receive a pension based upon two and one-half percent (2- 1/2%) per year of service to a maximum of eighty percent (80%) and shall be eligible for retirement after twenty (20) years of credited service.

SECTION 5 Payment of the pension contribution in the amount of six percent (6%) per week shall be in accordance with a pre-tax payment plan and the pension shall be calculated on total salary including deferred payments, if any. When a member of the bargaining unit is credited

with the maximum number of City service years but continues as an active employee, the six percent (6%) weekly pension contribution will cease.

SECTION 6 For any member of the bargaining unit who completes twenty (20) or more years of continuous City service, but before becoming eligible for a retirement benefit under the provisions of the Collective Bargaining Agreement separates from City service, that member shall be entitled to a deferred retirement benefit to commence on the earliest date that the member would have been eligible to retire had the member remained in the service of the City. The calculation of this deferred retirement benefit shall be in accordance with the provisions of this Article. No year of a member's service shall be included in the calculation of the member's pension benefit unless that member has worked at least nine months in that last year of service

SECTION 7 Members of the Union who served in the military or worked for the City in temporary emergency employment positions may purchase credit service for pension purposes for that time provided they pay one hundred percent (100%) of the cost as determined by the City's actuaries.

SECTION 8 The City agrees to participate in Internal Revenue Service Program Section 414(h)(2) to provide tax savings on employee retirement contributions.

SECTION 9 Regardless of any other provision of the City's Retirement Plan and for the purposes of this Article, child or children shall be defined as the bargaining unit member's dependent under the age of twenty-three (23).

SECTION 10 In the event that a member of the bargaining unit is terminated for just cause, he/she will forfeit the pension benefits outlined in this Article if it is decided by an Arbitrator, pursuant to Article XII, Grievance Procedure, Section 2, that the just cause for which the employee was terminated was sufficient to deprive the employee of these benefits.

ARTICLE IX **SENIORITY**

SECTION 1 An employee's seniority for accruals, pensionable service time, layoff provisions, and the like shall commence on the date he/she starts working for the City, however, a bargaining unit member who is new to City service shall serve a six-month probationary period from date of hire. These newly hired employees must stay in their classification for at least six months before applying for transfer or promotion and shall not have the right to the grievance process provided in this contract for the entirety of their six-month probationary period.

SECTION 2 An employee laid off because of the elimination of a position shall be given a sixty (60) calendar day notice. Such employee shall be entitled to return to the employment of the City if the position from which they were laid off from is reinstated within two (2) years of their layoff date. Reinstatement is contingent upon the employee being able to perform the duties of the position and that the employee returns to the position within four (4) weeks after the City forwards a notice of recall to the employee at his/her last known address.

SECTION 3 If an employee(s) is transferred or promoted into another department within the bargaining unit, they shall retain their seniority from the previous position held upon completion of their probationary period.

SECTION 4 Employees who are transferring or promoted within the bargaining unit or promoted into the bargaining unit shall serve a probationary period in the new position of sixty (60) working days. If the employee fails to demonstrate, within the probationary period, that he or she can satisfactorily perform the job, the City will return the employee to his/her former position or, in the event the former position no longer exists, then to a comparable position with no loss of seniority. Failure to pass the probationary period shall not be subject to the grievance procedure.

SECTION 5: Except as set forth in Section 1 above, bargaining unit members must remain in their position for at least 3 months before they are eligible to apply for any posted position within the bargaining unit.

ARTICLE X **DISCIPLINE**

SECTION 1 The City shall have the right to exercise progressive disciplinary procedures for just cause. Disciplinary action includes, but is not limited to, oral reprimand, written reprimand, suspension, and discharge. Such progressive disciplinary procedures shall be fairly applied. The City specifically reserves the right to issue more severe discipline, up to and including immediate termination, when in its view such action is warranted. The type of misconduct which might result in more severe discipline shall include, but not be limited to, theft, embezzlement, assaults, or threats of workplace violence, etc. This list is by no means exhaustive. Supervisory guidelines for the conduct of disciplinary procedures and guidelines to employee behavior may be found in the City of Middletown Personnel Rules. Where specifically applicable, the provisions of the labor agreement will supersede any provisions of the Personnel Rules. Disciplinary notices shall remain in effect for a period of twenty-four (24) months from the date the notice is issued.

SECTION 2 Any and all written information pertaining to discipline shall be presented to the employee being disciplined, and a copy forwarded to the E-Board and the Union.

SECTION 3 Any employee may inspect his/her personnel file(s) at any time with proper supervision and notice to the Human Resources Division.

SECTION 4 When requested by the Union or the employee, there shall be an E-Board Member present whenever the City meets with an employee concerning grievances, discipline or investigatory interviews. In such cases, the meeting shall not continue until the E-Board Member or Alternate E-Board Member is present.

SECTION 5 If the employer has reason to reprimand and/or counsel an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

SECTION 6 Initial Need for Consultation

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

- A. The supervisor will meet with the employee to discuss the matter;
- B. The supervisor will inform the employee of the nature of the problem and the action which the supervisor deems necessary to correct it;
- C. The supervisor will prepare a memorandum for his/her own records which indicates that the meeting did take place, which will be in the employee's personnel file in the Human Resources Division.

SECTION 7 Action

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

- A. The supervisor will issue a verbal reprimand which shall be documented by memorandum and placed in the employee's personnel file.
- B. If subsequent to the verbal reprimand, the action or inaction continues by the employee, the supervisor will issue a written reprimand to the employee.
- C. At that point, the supervisor will warn the employee that another occurrence, or, in the event of inaction or nonperformance, such inaction or nonperformance continues, will result in more severe disciplinary action being taken, up to and including termination;
- D. The Supervisor will prepare and forward to the Human Resources Division a memorandum describing the initial incident along with the present incident with a summary of the action taken during the meeting with the employee.
- E. If there are additional occurrences of the behavior mentioned above, or if nonperformance or inaction continues, the employee's Department Head, in consultation with the Director of Human Resources, may take the following action:
 - 1. Suspension without pay for not more than two days.
 - i. Notice of Suspension will include the reason for suspension and dates of suspension.
 - ii. Copies will be forwarded to the Human Resources Division, Finance Department and the Mayor.

2. Request in writing to the Mayor, through the Director of Human Resources, his/her recommendation for additional days of suspension. If final decision by the Mayor is to suspend the employee for more than 2 days, the Mayor will furnish the action in writing to the Employee, copied to the Department Head, Human Resources Division and Finance Department.
3. Recommend to the Mayor, through the Director of Human Resources, that such employee be demoted. The Mayor will respond to the Department Head and Employee, in writing, to the recommendation, a copy of which will be furnished to the Human Resources Division.
4. Recommend to the Mayor, through the Director of Human Resources, that such employee be terminated. The Mayor will respond to the Department Head and the employee, in writing, to the recommendation and a copy of the response will be furnished to the Human Resources Division.

SECTION 8 Reason in Writing

Upon taking any action pursuant to Section 7 of this rule, the Department Head will prepare and forward to the Director of Human Resources a written report describing the occurrences, or inaction or nonperformance, and summarize any action taken by the Department Head and its justification. Copies will be placed in the personnel file.

SECTION 9 Application

The progressive disciplinary procedures described in the above rules may be applied to an employee who is experiencing a series of unrelated problems involving job performance and/or behavior. There need not be a repetition of previous violations for an employee to be disciplined progressively.

SECTION 10 Guidelines May Be Avoided

In situations where serious misconduct has occurred, or in the alternative, serious neglect of duty, the progressive disciplinary procedures set forth above may be waived and more severe disciplinary actions, as described in Section 7 including, but not limited to termination, may be imposed immediately.

ARTICLE XI **GRIEVANCE PROCEDURE**

SECTION 1 The Purpose of the grievance procedure shall be to settle employee grievances on as low as an administrative level as possible in order to expedite the settlement of grievances and to insure efficiency and employee morale. A grievance for the purpose of this procedure shall be considered to be an employee or Union complaint concerned with matters pertaining to the interpretation and application of the Articles and Sections of this Agreement.

SECTION 2

Step 1

The aggrieved party shall submit his/her case in writing to the Department Head/Director within fourteen (14) calendar days of the incident causing the grievance. The Department Head/Director must meet with the employee and the Union and attempt to resolve the grievance within seven (7) calendar days of receiving written grievance. The Department Head/Director shall respond as to the disposition of the case in writing within seven (7) calendar days from the date of the meeting.

Step 2

In the event the grievance is not resolved in Step 1, the Union and the Mayor and/or his/her designee shall meet and attempt to resolve the issue within fourteen (14) calendar days from the date of the decision in Step 1. The Mayor and/or his/her designee shall render a written decision within seven (7) calendar days of the meeting in Step 2.

If any grievance is submitted to a Department Head/Director, and that Department Head/Director is a member of the same bargaining unit, that grievance shall begin at Step 2.

If the grievance is not resolved at Step 2, the City or the Union may submit it to the State Board of Mediation and Arbitration, or in cases involving termination, the matter will be submitted to the American Arbitration Association. Any matter submitted to either the State Board of Mediation and Arbitration or American Arbitration Association shall be submitted within fourteen (14) calendar days following receipt of the decision in Step 2.

SECTION 3 Any grievance not presented or followed up through the grievance procedure outlined above shall be deemed waived. If at any step in the grievance procedure the City fails to give its answer within the prescribed time, the Union may proceed to the next step. Time periods may be extended by mutual agreement in writing by the City and the Union.

SECTION 4 The jurisdiction and the authority of the arbitrator and the award shall be confined to the interpretation and application of the provisions of this Agreement. The arbitrator shall have no authority to add to, subtract from, alter, amend, or modify any provision of this Agreement. The award of the arbitrator shall be final and binding.

SECTION 5 The expense for the arbitrator's services and the proceedings shall be borne equally by the City and the Union except as otherwise provided in Section 6.

SECTION 6 The following termination cases must be submitted to the American Arbitration Association: (1) Where the employee has been terminated but vested in the City's pension system, pursuant to Article VIII, Pension, Section 2 of this Agreement, but now faces forfeiture of the pension as a result of his/her termination from employment in accordance with Section 10 of that same Article; and/or (2) where the employee is eligible for health insurance benefits upon

retirement as outlined in Article VII Pension, Section 2 of this Agreement and now faces forfeiture of those health insurance benefits as the result of his/her termination in accordance with Article VII Insurance, Section 10; and/or (3) where the employee has accumulated sick time pursuant to Article XVII Sick Leave, Section 12 and now faces forfeiture of that accumulated sick time as a result of his/her termination from employment in accordance with Article XVII Sick Leave Section 12. 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 City must prove by a preponderance of the evidence that any loss of benefit that is subject to forfeiture resulting from an employee who is convicted of a criminal felony due to employee corruption through wanton or willful misconduct in regards to the employee being involved in illegal activities while performing their specific job duties. Criminal acts performed outside of an employee's job duties shall not constitute grounds for the forfeiture of pension benefits.

The employee has the right to appeal a termination of pension and medical benefit loss to all applicable courts. Bargaining unit members who are receiving retiree benefits are not subject to the loss of pension or health insurance benefits through these stated procedures.

ARTICLE XII **MANAGEMENT RIGHTS**

SECTION 1 Except where such rights, powers, and authority are specifically relinquished, abridged, or limited by the provisions of the Agreement, the City will continue to retain, whether exercised or not, all of the rights, powers and authority heretofore existing including but not limited to the following:

- A. To determine the type, care, maintenance, and operation of equipment and property used for and on behalf of the City.
- B. To establish or continue policies, practices, and procedures for the conduct of City business and from time to time, to change or abolish such policies, practices or procedures.
- C. To discontinue processes, or operations, or to discontinue their performance by employees.
- D. To select and to determine the number of types of employees required to perform the City's operations.
- E. To employ, transfer, promote or demote employees or to layoff, terminate, or otherwise relieve employees from duty for lack of work or other legitimate reasons when it shall be in the best interests of the City or Department.
- F. To prescribe and enforce reasonable rules and regulations for the maintenance and

discipline and for the performance of work in accordance with the requirements of the City provided rules and regulations are made known in a reasonable manner to the employees affected by them.

ARTICLE XIII
MISCELLANEOUS

SECTION 1 The City will provide the Union and each member a copy of this Agreement within thirty (30) business days of the signing of this Agreement. The City shall provide new hires with a copy of this Agreement within fourteen (14) business days of the commencement of their employment.

SECTION 2 The City will provide, where available, a complete set of job descriptions of bargaining unit positions to the Union and a copy of the respective job description to each member.

SECTION 3 The City shall provide a clothing allotment to those positions in the bargaining unit who currently receive such allotment in the amount of one hundred fifty dollars (\$150.00) payable July 1, of each contract year. All members of the bargaining unit who receive the clothing allotment will be expected to wear the clothing purchased from said allotment during work hours for the City keeping the said clothing clean and not in a state of disrepair. Business/casual type of clothing will qualify to be purchased with the allotment as well as the more traditional type of work clothing or uniforms. Approval for all purchases shall be acquired from the Director of Finance or his/her designee.

- A. The City will pay one hundred twenty-five dollars (\$125.00), upon the submission of a receipt, once a year to those employees required to wear safety shoes. The definition of "safety shoes" shall be shoes which are steel toed.

SECTION 4 Employees who have been assigned vehicles in the past will no longer have vehicles assigned to them subject to a job related review of the requirement for that vehicle. Instead, vehicles may be assigned to bargaining unit employees by the City in accordance with the terms and conditions set forth in Town Ordinance, Section 74-10, Use of City Vehicles, as amended April 6, 2009.

SECTION 5 Employees will have parking available during business hours in those areas as designated by the City.

SECTION 6 Employees shall be allowed a morning coffee break not to exceed fifteen (15) minutes in duration, reasonably scheduled to cause the least interruption in departmental procedures.

SECTION 7 Employees will continue to enjoy the same one-half (1/2) hour or one (1) hour lunch period according to the regular hour of their department's or division's schedule.

SECTION 8 Employees will continue to have an employee's lounge available for their use during coffee breaks and lunch periods.

SECTION 9 The Union will have a right to schedule Union meetings in available City meeting places during hours they are not regularly working.

SECTION 10 The City will make available to all applicable employees a benefits handbook. Prior to distribution, a copy will be made available to the Union for its review and comment.

SECTION 11 Any member of the Union shall be immune from civil liability in any action brought against such individual by the City for any act or omission which may constitute ordinary negligence on the part of such officer or employee while acting in the discharge of his/her duties or within the scope of his/her employment. The immunity provided in this Section shall not apply to acts or omissions constituting gross negligence and/or willful or wanton misconduct.

SECTION 12 Any employee who requires a professional certification, special license or permit as a condition of his/her job or position with the City, and who loses such certification, license or permit in the course of his employment, will be demoted or subject to termination procedures.

SECTION 13 The City expects that it will be given reasonable notice of the intention of a member of this bargaining unit to leave City service. Because the members of this bargaining unit are professional employees representing middle and top management, the City requires a minimum of three (3) weeks notice to be provided when an employee wishes to retire or separate from City service. If a period of less than three (3) weeks is provided, the employee will forfeit twenty-five percent (25%) of any unused sick time accrual due to that employee in accordance with this Agreement. Extenuating circumstances such as health issues will be considered by the Mayor if less than a three (3) week notice is given.

SECTION 14 Union members shall receive all paychecks via direct deposit. All members will be required to fill out the necessary direct deposit authorizations within fifteen (15) days after ratification of this Agreement if not already on file with the Payroll Division of the Finance Department.

SECTION 15 If the BOE/City split is approved through the charter revision process and approved by the electors of the City sometime before March 31, 2022, bargaining unit members working at the BOE agree to form their own local by July 1, 2022, which will be voluntarily recognized by the BOE (side-letter to be signed by all relevant parties). Despite the fact that members working at the BOE will be considered BOE employees if the Charter revision passes, they will be considered City employees for pension purposes and allowed to remain beneficiaries of the pension plan and continue to have access to the Office of Equal Opportunity and Diversity Management. The benefits under this contract will remain in effect for those in the new local until this contract expires and a successor agreement is negotiated between the new local and the Superintendent. Going forward, the new local will negotiate any changes to insurance (including life insurance and dental) and pension benefits with the City. The new local will do so collaboratively with Local 6457 and any changes to insurance and pension benefits must be ratified by the Common Council.

The City and the Union have entered into an MOU contemporaneously with this CBA concerning the details if a split does occur. Further, if the Charter revision occurs as described above, on or before January 1, 2022, the unit will sit down in good faith with representatives for the City and BOE to reconcile any other contract language requiring change based on the July 1, 2022 split identified above. These changes will not change the benefits set forth under the existing negotiated contract, but rather will correct any titles or processes based on the split identified above.

SECTION 16 Upon ratification of this Agreement and then no later than January 15 of each year thereafter, the Union shall designate in writing to the Risk Manager’s Office the names of two representatives and two alternates from the Union’s Executive Board to serve on the Mayor’s Safety Committee. Two of the named individuals must attend all meetings of the Committee. No overtime wages will be paid for attending meetings or participating in Safety Committee activities.

ARTICLE XIV
LEAVES OF ABSENCE

SECTION 1 Eligibility

Employees are eligible for leaves of absence under this rule if they have completed at least one (1) year of service with the City of Middletown or a lesser amount if specifically allowed by law. The duration of each leave of absence shall be determined by the City of Middletown. The following types of leaves will be considered:

- A. An employee who is an “eligible employee” as defined under the Federal Family and Medical Leave Act (“FMLA”), 29 U.S.C. §1601, etc., 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 in situations where the leave being taken by the employee is covered by the Act, and said paid leave shall be included in (and shall not be in addition to) the aforementioned twelve (12) weeks of allowable leave. A medical certificate acceptable to the City shall be required for FMLA leave situations. The parties agree to comply with the FMLA as amended from time to time.
- B. An employee on leave without pay shall not continue to accumulate sick leave; however, the continuity of employment shall be preserved for purposes of seniority.
- C. Employees on FMLA leave shall have their health insurance coverage maintained during such leave on the same terms as if they had continued to work. If the employee fails to return to work, the employee shall be liable for retroactive premium payments in accordance with FMLA, unless extenuating circumstances mutually agreeable to the parties dictate that repayment is not necessary. The parties, however, acknowledge that if there is no mutual agreement regarding the

exemption from the repayment requirement, then payment is due and the issue is not grievable under Article XIII (Grievance Procedure) of this Agreement.

D. Personal Leave of Absence

Employees may be granted a personal leave of absence to attend to personal matters in cases in which the City of Middletown determines that an extended period of time away from the job will be in the best interest of the employee and the City.

E. Military Leave of Absence

1. A military leave of absence will be granted when an employee enlists in the time of war, or is inducted or is recalled to active duty in the Armed Forces of the United States for a period of not more than four (4) years, plus any involuntary extension for not more than one (1) year. Employees who perform and return from military service in the armed forces, the military reserves, or the National Guard shall have and retain such rights with respect to reinstatement, seniority, vacation, compensation, and length of service pay increase as may from time to time be provided by applicable Federal or State Law. Upon satisfactory completion of military service and timely notice of intent to return to work, an employee will be reinstated to a job comparable to the one the employee left, provided the employee is qualified and the City's circumstances have not changed to the extent that it would be impossible or unreasonable to provide reemployment.
2. All employees who are granted military leaves of absence will continue to receive the health and life insurance benefits currently available as if he/she were not on leave of absence.

F. Educational Leave of Absence

Employees who desire to continue their education in preparation for added responsibilities with the City of Middletown may be granted an educational leave of absence.

G. Public Service Leave of Absence

Employees who desire to accept temporary employment in Federal or State government or with an organization devoted to community betterment may be granted a public service leave of absence.

SECTION 2 Return to Work

Employees returning from a leave of absence will be reinstated to their same job or one of similar status and pay provided the City's circumstances have not changed to the extent that it would be impossible or unreasonable to provide reinstatement. If the same job or one of similar status or pay is not available, reinstatement may be deferred until the position is available and the employee will be granted a preference in recall.

SECTION 3 Failure to Return

If an employee granted a leave of absence fails to return to work at the conclusion of an approved leave of absence, the employee may be terminated from the City of Middletown.

SECTION 4 Benefits

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

SECTION 5 Approval

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

ARTICLE XV
SPECIAL AND PERSONAL LEAVE

SECTION 1 Special leave of not more than three (3) consecutive working days shall be granted in the event of a death in the immediate family of an employee.

SECTION 2 Immediate family is defined for the purpose of this Article to be father, mother, sister, brother, spouse, children, mother-in-law, father-in-law, daughter-in-law, son-in-law, grandmother, grandfather, grandchild, aunt, uncle, step-children, adopted children or any relative domiciled within an employee's household.

SECTION 3 In the event the funeral for a member of the immediate family is out of state, an extra day, or as many days of leave as is deemed necessary by the appointing authority shall be allowed.

SECTION 4 Personal Leave

- A. Employees are entitled to four 4 personal leave days per fiscal year in accordance with the schedule set forth under subsection (C). The day can be used for any private or personal matter the employee chooses. The days are to be given with pay and cannot be accumulated.
- B. Employees shall normally give their immediate supervisor twenty-four (24) hours' notice before taking a personal day unless there is an emergency or the immediate supervisor approves less notification.
- C. An employee shall receive personal days as follows:
 - (1) An employee shall be credited with four (4) personal days at date of hire, if he/she is hired between July 1 and September 30;
 - (2) An employee shall be credited with three (3) personal days at date of hire, if he/she is hired between October 1 and December 31;
 - (3) An employee shall be credited with two (2) personal days at date of hire, if he/she is hired between January 1 and March 31;
 - (4) An employee shall be credited with one (1) personal day at date of hire, if he/she is hired between April 1 and June 30;
 - (5) On each July 1 thereafter, all employees shall receive four (4) personal days per fiscal year.
- C. Under no circumstances shall an employee receive more than four (4) personal days per fiscal year.

ARTICLE XVI
SICK LEAVE

SECTION 1 Sick leave shall be considered to be absence from work with pay for the following reasons:

- A. Illness or injury, except where directly connected to employment by an employer other than the City of Middletown.
- B. When the employee is required to undergo medical, optical, or dental treatment.
- C. A special leave shall be granted for attendance upon members of the immediate family where serious illnesses, supported by a doctor's certificate, requires the care of such employee, but said time will be subtracted from accrued sick leave. Immediate family is defined for the purpose of this Article to be father, mother, sister, brother, spouse, children, mother-in-law, father-in-law, daughter-in-law, son-in-law, grandmother, grandfather, grandchild, aunt, uncle, step-children, adopted children or any relative domiciled within an employee's household.

SECTION 2 Each permanent, full-time employee shall be credited with sick leave, with pay, at the rate of one and one-fourth (1 1/4) working days for each complete calendar month of service until the end of the fiscal year, and each fiscal year thereafter, each such employee shall accumulate sick leave, with pay at the rate of fifteen (15) days for each full fiscal year of service.

SECTION 3 Holidays and regular days off shall not be counted in computing sick leave taken.

SECTION 4 Unused days of sick leave with pay shall be accumulated from fiscal year to fiscal year and may be used for the purpose specified herein, if and when needed. Sick leave shall be granted for absence from duty because of illness, non-compensable bodily injury or disease or exposure to contagious disease.

SECTION 5 When an employee finds it necessary to be absent for any of the reasons specified herein, he/she shall cause the facts to be reported to his/her department head or Mayor's office one (1) hour before the hour to report for work, except where sufficiently extenuating circumstances exist.

SECTION 6 The City may require sufficient proof for use of sick leave. The City will not normally require a doctor's certificate for absences of three (3) days or less, except in cases of suspected abuse.

SECTION 7 In cases of extreme emergency involving employees who, through serious or protracted illness, have used all of their accumulated sick leave, extensions of sick leave with pay and leaves of absence for sick leave purposes, may be granted to employees per the procedures outlined in the City of Middletown Code of Ordinances (20-30 through 20-33) (Section 74-3 subsections A. through D.). It is specifically understood by the Union that all extensions of sick leave with pay must be paid back to the City either by a deduction from future accrued sick leave or vacation time according to a method determined by the City's Finance Department or monetarily if the employee ceases employment with the City. Such reimbursement must occur prior to the City releasing any payment for accrued benefits or pension contributions.

SECTION 8 Sick leave earned in any month of service shall be available at any time during any subsequent month.

SECTION 9 Sick leave will continue to accrue during the time employees are on authorized sick leave or vacation time.

SECTION 10 No credit for sick leave shall be granted for time worked by an employee in excess of his/her normal work week.

SECTION 11 Sick leave shall not accrue for any month the employee is on leave of absence without pay in aggregate or more than five (5) working days.

SECTION 12 An employee who retires or terminates his/her employment with the City shall be

paid fifty percent (50%) of his/her accumulated sick leave, exempting, however, the amount to be paid shall not exceed one hundred (100) days pay. Full payment will be made by the City for any accumulated sick leave at the time of death in accordance with the limitations contained herein. Payment will be made to employee's spouse and children, in that order. In the event that a member of the bargaining unit is terminated for just cause he/she will forfeit this benefit if it is decided by an Arbitrator, pursuant to Article XII Grievance Procedure, Section 2, that the just cause for which the employee was terminated was sufficient to deprive the employee of this benefit.

SECTION 13 Sick time at the rate of one and one-quarter (1-1/4) days a month shall accrue to each employee when, he/she is on Worker's Compensation, but shall not continue to accrue after twelve (12) months.

SECTION 14 Members of the Union shall have the option to be paid annually for thirty percent (30%) of the sick leave earned but not taken in the previous fiscal year. Said thirty percent (30%) of sick leave for which an employee receives compensation under this subsection will be removed from the employee's sick leave account. If the employee wishes to keep all of his/her accumulated sick leave from the previous fiscal year and not receive the monetary option, the full one hundred percent (100%) of unused sick leave shall be added to the employee's sick leave account.

ARTICLE XVII **EDUCATION**

SECTION 1 Members of the Union will continue to have conference and training budget funds available to them, in levels established by the Common Council, for educational purposes approved by the appointing authority.

SECTION 2 Members of the Union shall be allowed to continue, as heretofore, to attend conferences and meetings of their professional organizations in accordance with the constraints of their department's activities. Employee attendance at conferences, meetings or training programs will be considered hours of work, provided such attendance was requested and approved in advance. Department head requests will be approved by the Mayor; all other requests will be approved by the appropriate Department Head.

SECTION 3 Employees, who have completed their probationary period and are continuing their education in a job related area, shall be eligible for reimbursement for tuition and books up to a maximum amount of eight hundred dollars (\$800.00) per semester for a Grade of B or better.

SECTION 4 Employees covered by this agreement, who are required to maintain professional certifications, special license(s), and/or permits as a condition of employment, shall be allowed to attend classes and/or instructions during regular work hours, subject to the operational needs of the employee's Department, and with the prior approval of the Mayor, and/or his/her designee.

ARTICLE XVIII
SAVINGS CLAUSE

If any Article or Section of this Agreement is declared invalid or unconstitutional for any reason, such declaration shall not affect the Articles, Sections or portions thereof, which shall be valid.

ARTICLE XIX
VACANCY/APPOINTMENTS/MEMBERSHIP

SECTION 1 Employees who are promoted or filling a position in a higher classification on an acting basis, as appointed by the Mayor, shall receive compensation in the salary grade of the position they are serving in, which will result in at least a growth step. A growth step shall be defined as an increase in salary which is equal to or more than the average monetary difference between the steps in the employee's former salary grade.

SECTION 2 The vacancy requirements set forth under subsection A of this section shall apply to all vacancies within the Union except those specifically mentioned under subsection B.

- A. Before filling any vacancy or newly created position in the bargaining unit, the City shall conduct a combined departmental/Citywide posting of the said position open only to members of the bargaining unit for a period of ten (10) working days and shall send a copy of such posting to the Union. Qualification examinations for internal bargaining unit applicants for the position shall be administered within thirty (30) days after the closing date of the posting unless unusual circumstances, including but not limited to acts of God, budget or financial circumstances or sickness prevent otherwise. The said position will be filled within thirty (30) days thereafter provided the applicant(s) has(ve) met all of the necessary qualifications for the said position. If there are no qualified members of the bargaining unit for the said position, the City shall post the position as open-competitive.
- B. The Mayor, in accordance with the City Charter, shall have the right to make appointments to the following positions and shall not be required to comply with the vacancy requirements and processes set forth in Section 2A of this Article:
- ;
 1. City / Town Clerk;
 2. Director of Recreation and Community Services;
 3. Tax Assessor;
 4. Director of Economic & Community Development;
 5. Director of Land Use
 6. Director of Information Systems;
 7. Deputy Director of Public Works;
 8. Deputy Assessor;
 9. Deputy City / Town Clerk;

10. Deputy Director of Central Communications; and
11. Deputy Director of Water and Sewer

SECTION 3 The City and the Union agree that if the City decides to restructure the Finance Department so that there is one Assistant Director of Finance instead of two and if it decides to create an accounting or manager position in its place, the accounting or manager position will return to the Union.

SECTION 4 The Union further agrees that if the City follows the City Charter language to create a new department, any new department head/director and any new assistant or deputy director positions would be part of the union and would fall within Section 2B herein for appointment purposes.

ARTICLE XX **EMPLOYEE ASSISTANCE PROGRAM**

SECTION 1 The City will maintain an Employee Assistance Program (EAP) with the commitment and support of both management and employees.

SECTION 2 Confidentiality

The Employee Assistance Program is a voluntary program and confidentiality will be maintained for all employees that avail themselves of the service of this program.

SECTION 3 Procedure For Referral

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

SECTION 4 Responsibilities

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

ARTICLE XXI
CLASSIFICATIONS/WAGE SCALES

SECTION 1 The job titles and wage scales covering members of this bargaining unit are listed in the attached appendices of this Agreement.

SECTION 2 No change in the salary grade placement as set forth in Section 1 shall occur unless there is a “material” change in duties and responsibilities after the execution of this Agreement.

SECTION 3 During the first ten (10) days following each January 1, the Union shall have the opportunity to request that a Review Committee consider the labor grade placement of any position within the bargaining unit. The Union shall have the right to review all applications submitted for review under this section so that it can decide within thirty days of receipt of those applications from the HR Division which three positions to forward for review by the Review Committee. No more than three (3) job titles may be considered by the Review Committee in any annual review.

The criteria for review shall be:

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

The Review Committee will consist of two (2) members and an alternate appointed by the Union, two (2) members and an alternate appointed by the City, and one (1) member chose by the other members, if needed, as mutually agreed between the parties, who may be a City employee who is not a member of the Union bargaining unit. The Human Resources Director shall chair the Committee and serve as one of the City members. The Committee shall be reconstituted upon the execution of each successor bargaining agreement unless otherwise mutually agreed.

The Committee shall establish operating procedures to govern its operations, including but not limited to:

- A. The forms for the submission of upgrading requests by bargaining unit members;
- B. Documentation that must be submitted with the request;
- C. That once a request is considered by the Committee, the same request cannot be submitted again for at least one (1) year; D. No applications will be taken in the first year of the agreement (July 1, 2020-June 30, 2021 nor in the last year of the agreement (July 1, 2024-June 30, 2025);
- D. Applicants that are successful for upgrades through this process may not reapply

for consideration under this section until 2026 or for 5 years (whatever is longer); and

- E. Positions proposed for upgrade by the Committee that result in the position's supervisor earning the same or less than the reviewed position will lead to an automatic review of the supervisor's job description assuming the supervisor is also a member of this bargaining unit. Under no circumstances, can the Review Committee vote to move forward and approve a salary grade of a subordinate position equal to or above the salary grade of its direct supervisor.

The Committee will hear and act upon any request for review within sixty (60) days after it is received by the Union. Any recommendation of the Committee to change the labor grade placement or job description of a particular job class will be subject to review and approval by the Common Council. The Human Resources Director agrees to support the recommendation of the Committee before the Common Council. Should the Common Council reject the recommendation of the Review Committee, the affected employee shall have the ability to appeal the decision to a mutually agreed upon Arbitrator, whose decision shall be final and binding, the cost of which shall be borne equally by the City and Union.

ARTICLE XXII **DRUG TESTING**

SECTION 1 The parties recognize the importance to the City, to bargaining unit employees and to the citizens of Middletown that the workforce remain free of the effects of illegal drugs or controlled substances on the job. The City has the right to conduct drug testing under the following circumstances:

- A. The City may require an employee to submit to drug testing if there is a reasonable suspicion that the employee may be under the influence of illegal or controlled substances. If an arbitrator is called upon to determine whether the City had "reasonable suspicion" to conduct a drug test in any given case, he or she shall not be bound by any external definition of that term.
- B. An employee's first confirmed positive test shall not be cause for termination, provided the employee agrees to participate in a treatment program as recommended by the City's EAP, successfully completes such program as well as any recommended follow-up, which may include a requirement of random testing, and provides whatever authorization is necessary to permit the City to verify compliance with the above. Said employee must submit to a fitness for duty exam before returning to work. An employee's second positive test result may be grounds for discharge.
- C. Refusal to submit to testing shall be considered the equivalent of a confirmed positive test result.

SECTION 2 The City has a right to test employees pursuant to regulations issued by Department of Transportation.

ARTICLE XXIII
WAGE

SECTION 1 The pay rates and pay ranges for job classes in the bargaining unit as of July 1, 2020 shall be as prescribed in in the attached appendices.

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

Effective and retroactive to July 1, 2020, the wage rate at each step and at each salary grade of the salary schedule in effect on June 30, 2020 will increase by 3.0%

Effective July 1, 2021, the wage rate at each step and at each salary grade of the salary schedule in effect on June 30, 2021 will increased by 2.5%

Effective July 1, 2022, the wage rate at each step and at each salary grade of the salary schedule in effect on June 30, 2022 will increased by 2.25%.

Effective July 1, 2023, the wage rate at each step and at each salary grade of the salary schedule in effect on June 30, 2023 will increased by 2.25%.

Effective July 1, 2024, the wage rate at each step and at each salary grade of the salary schedule in effect on June 30, 2024 will increased by 2.0%.

ARTICLE XXIV
PERFORMANCE EVALUATIONS

The City may conduct annual performance reviews and evaluations of each bargaining unit member.

ARTICLE XXV
LAY-OFF AND RECALL

SECTION 1 **Definition of Layoff**

For purposes of this Article, a layoff is defined as any involuntary non-disciplinary separation of a bargaining unit employee from City service.

SECTION 2 **Definition of Seniority**

For purposes of this Article, seniority shall be defined as the length of continuous service with the City of Middletown in one or more full-time permanent positions.

If the seniority of two (2) or more employees is exactly the same then the priority for layoff and

recall shall be determined by a coin toss. Any part-time employment (within the MMPA, Teamsters, or UPSEU bargaining units only) shall be pro-rated for purposes of seniority pursuant to this Section.

SECTION 3 Notice of Layoff

In all cases where a layoff occurs the City shall provide the Union and the employee as much reasonable written notice as possible and in no event shall written notice be less than six (6) weeks.

SECTION 4 Transfer Opportunities for Employee(s) Noticed for Layoff

- A. In cases where a layoff notice is given to an employee, the employee has the opportunity to transfer to a vacancy in the same or comparable position, or to a lower position the employee is qualified to fill.
- B. If no vacancy exists or the employee refuses to transfer to an existing position, the employee may exercise bumping rights.

SECTION 5 Bumping Opportunities for Employee(s) Noticed for Layoff

If the employee has refused transfer to a vacancy or has no such opportunities, he/she may bump the following. In all cases, the bumping employee must have greater seniority than the employee he or she bumps.

- A. The next senior employee with the same job title/description.
- B. The next senior employee with a lower job title/description that they are deemed qualified to fill.

The employee who is bumped shall have the same rights as any other bargaining unit employee and may exercise those rights as set forth above. Employees can only bump employees within the same bargaining unit.

SECTION 6 Recall Rights

No new person shall be hired or assigned to fill a vacancy in the bargaining unit so long as employees who were laid off have recall rights. Employees shall retain his/her seniority status and re-employment rights for eighteen months (18) following the date of his/her layoff.

- A. Subsequent recalls to open positions shall be made in the reverse order of the layoff(s).
- B. A bargaining unit employee shall be entitled to recall to a position provided the employee is qualified for the open position.

- C. Upon recall from a layoff, the employee shall be paid the annual salary of the job they are recalled to.

SECTION 7 Refusal of Recall

If an employee refuses recall to an opening in the position from which he/she was laid off, he/she shall lose his/her right to further recall and such a refusal shall be treated as his/her resignation.

SECTION 8 Layoff Seniority

If the seniority of two (2) or more employees is exactly the same, then bargaining unit seniority shall prevail; if seniority remains the same, then the priority for layoff and recall shall be determined by a coin toss.

SECTION 9 Training

Employees who transfer, bump, or who are recalled into a different position, in which they did not previously hold, will be given training in the first three months of starting the new position.

ARTICLE XXVI
DURATION/SIGNATURE PAGE

Section 1 This Agreement shall remain in full force and effect to June 30, 2025.

Section 2 Negotiations for a successor agreement shall be initiated in accordance with MERA prior to the termination of said contract on June 30, 2025. Said negotiations shall continue thereafter at such time and place as may be agreed upon by the parties.

In Witness whereof, the parties hereto have caused this Agreement to be executed by their authorized representative this **30th** day of **July 2021**.

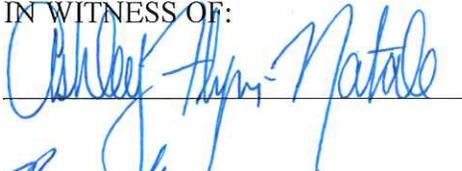
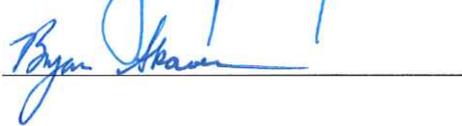
**United Public Service Employees Union,
Local 6457**

BY: 
Andrea Gregg,
Local #6457 President

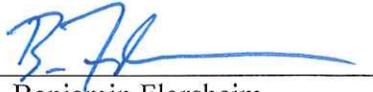
BY: 
Dan Bonfiglio,
UPSEU Staff Representative

BY: 
Kevin E. Boyle
UPSEU President

IN WITNESS OF:

City of Middletown

BY: 
Benjamin Florsheim
Mayor




APPENDIX A
OVERTIME GUIDELINES

SECTION 1 Both the City of Middletown and the Union hereby agree to the following rules and regulations regarding the overtime of the Superintendent of Parks, the Superintendent of Water Treatment, Field Maintenance Manager, the Assistant Field Maintenance Manager and the Superintendent of Water Pollution Control:

- A. When appropriate, as determined by the Director of the Department, or his/her designee, after consultation with the appropriate Superintendent, the Superintendent of Parks, Superintendent of Water Treatment, Field Maintenance Manager, Assistant Field Maintenance Manager and the Superintendent of Water Pollution Control will direct and supervise employees working overtime on either a scheduled or unscheduled basis.
- B. In case of an emergency (i.e. Police or Fire Department call) due to vandalism, fire, break-ins, theft, etc., the Superintendent of Parks will call one or more employees in to perform the related work and supervise them.
- C. The appropriate Superintendent, when called in after normal working hours, will receive pay for hours actually worked.

SECTION 2 The City and the Union agree that the current individuals occupying the positions cited in Section 1, hereinabove, shall be grandfathered as to the rules and regulations regarding overtime pay.

APPENDIX B
POSITIONS COVERED

APPENDIX B

**UPSEU Local #6457
Positions & Salary Grades**

Salary Grade	Job Title
9	Youth Development Specialist
10	Custodial Manager
10	Economic Development Specialist
10	Assistant Planner
11	Arts & Culture Coordinator
11	Assistant Superintendent of Sanitation
11	Zoning/ Blight Enforcement Officer
12	Assistant Assessor
12	Deputy City & Town Clerk
12	Superintendent of Water Pollution Control
12	Finance & Resource Management Specialist
13	Assistant Field Maintenance Manager (2)
13	Clerk of the Common Council
13	Community Development Specialist
13	Food Services Manager
13	Environmental Planner
13	Manager of Accreditation, Research & Special Projects
13	Manager of Fleet Services
13	Manager of Recreation Services
13	Manager of Regulatory & Technical Affairs
13	Manager of Senior Services
13	School Health Supervisor
13	Superintendent of Water Treatment
14	Assistant Superintendent of Streets
14	Deputy Assessor
14	Deputy Director of Central Communications
14	Field Maintenance Manager
14	Manager of Transportation Services
14	Superintendent of Parks
14	Youth Services Coordinator

15	Public Health Manager
15	Chief Building Official
15	Network Administrator
15	Police Department Network Coordinator
15	Tax Collector
16	Superintendent of Streets & Sanitation
16	Assistant Chief Engineer (W&S)
16	City & Town Clerk
16	Director of Recreation & Community Services
16	Supervisor of Purchasing
17	Manager of Human Resources
17	Deputy Director of Water & Sewer
17	Infrastructure Engineer
17	Software Engineer
17	Tax Assessor
18	Deputy Director of Public Works
19	Chief Engineer (P.W./W&S)
19	Director of Land Use
20	Director of Economic & Community Development
22	Director of Information Systems

APPENDIX C
WAGE SCALES

APPENDIX C - SALARY SCALE**

Grade	Effective	Step	Hourly
8	2020-07-01	6 months	23.15
	2020-07-01	1 year	25.37
	2020-07-01	6 months	27.59
	2020-07-01	1 year	29.80
	2020-07-01	6 months	32.04
	2020-07-01	Maximum	34.27
	2021-07-01	6 months	23.73
	2021-07-01	1 year	26.00
	2021-07-01	6 months	28.28
	2021-07-01	1 year	30.55
	2021-07-01	6 months	32.84
	2021-07-01	Maximum	35.13
9	2022-07-01	6 months	24.26
	2022-07-01	1 year	26.59
	2022-07-01	6 months	28.92
	2022-07-01	1 year	31.24
	2022-07-01	6 months	33.58
	2022-07-01	Maximum	35.92
	2023-07-01	6 months	24.81
	2023-07-01	1 year	27.19
	2023-07-01	6 months	29.57
	2023-07-01	1 year	31.94
	2023-07-01	6 months	34.34
	2023-07-01	Maximum	36.73
10	2024-07-01	6 months	25.31
	2024-07-01	1 year	27.73
	2024-07-01	6 months	30.16
	2024-07-01	1 year	32.58
	2024-07-01	6 months	35.03
	2024-07-01	Maximum	37.46
	2020-07-01	6 months	25.00
	2020-07-01	1 year	27.39
	2020-07-01	6 months	29.79
	2020-07-01	1 year	32.20
	2020-07-01	6 months	34.60
	2020-07-01	Maximum	37.00
2021-07-01	6 months	25.63	
2021-07-01	1 year	28.07	
2021-07-01	6 months	30.53	
2021-07-01	1 year	33.01	
2021-07-01	6 months	35.47	
2021-07-01	Maximum	37.93	
2022-07-01	6 months	26.21	
2022-07-01	1 year	28.70	
2022-07-01	6 months	31.22	
2022-07-01	1 year	33.75	
2022-07-01	6 months	36.27	
2022-07-01	Maximum	38.78	
2023-07-01	6 months	26.80	
2023-07-01	1 year	29.35	
2023-07-01	6 months	31.92	
2023-07-01	1 year	34.51	
2023-07-01	6 months	37.09	
2023-07-01	Maximum	39.65	
2024-07-01	6 months	27.34	
2024-07-01	1 year	29.94	
2024-07-01	6 months	32.56	
2024-07-01	1 year	35.20	
2024-07-01	6 months	37.83	
2024-07-01	Maximum	40.44	
10	2020-07-01	6 months	26.87
	2020-07-01	1 year	29.45
	2020-07-01	6 months	32.03
	2020-07-01	1 year	34.60
	2020-07-01	6 months	37.18
	2020-07-01	Maximum	39.75
	2021-07-01	6 months	27.54
	2021-07-01	1 year	30.19
	2021-07-01	6 months	32.83
	2021-07-01	1 year	35.47
	2021-07-01	6 months	38.11
	2021-07-01	Maximum	40.74
2022-07-01	6 months	28.16	
2022-07-01	1 year	30.87	
2022-07-01	6 months	33.57	
2022-07-01	1 year	36.27	
2022-07-01	6 months	38.97	
2022-07-01	Maximum	41.66	
2023-07-01	6 months	28.79	
2023-07-01	1 year	31.56	
2023-07-01	6 months	34.33	
2023-07-01	1 year	37.09	
2023-07-01	6 months	39.85	
2023-07-01	Maximum	42.60	
2024-07-01	6 months	29.37	
2024-07-01	1 year	32.19	
2024-07-01	6 months	35.02	
2024-07-01	1 year	37.83	
2024-07-01	6 months	40.65	
2024-07-01	Maximum	43.45	

APPENDIX C - SALARY SCALE**

Grade	Effective	Step	Hourly
11	2020-07-01	6 months	28.74
	2020-07-01	1 year	31.49
	2020-07-01	6 months	34.24
	2020-07-01	1 year	36.98
	2020-07-01	6 months	39.74
	2020-07-01	Maximum	42.50
	2021-07-01	6 months	29.46
	2021-07-01	1 year	32.28
	2021-07-01	6 months	35.10
	2021-07-01	1 year	37.90
	2021-07-01	6 months	40.73
2021-07-01	Maximum	43.56	
2022-07-01	6 months	30.12	
2022-07-01	1 year	33.01	
2022-07-01	6 months	35.89	
2022-07-01	1 year	38.75	
2022-07-01	6 months	41.65	
2022-07-01	Maximum	44.54	
2023-07-01	6 months	30.80	
2023-07-01	1 year	33.75	
2023-07-01	6 months	36.70	
2023-07-01	1 year	39.62	
2023-07-01	6 months	42.59	
2023-07-01	Maximum	45.54	
2024-07-01	6 months	31.42	
2024-07-01	1 year	34.43	
2024-07-01	6 months	37.43	
2024-07-01	1 year	40.41	
2024-07-01	6 months	43.44	
2024-07-01	Maximum	46.45	
12	2020-07-01	6 months	30.57
	2020-07-01	1 year	33.52
	2020-07-01	6 months	36.44
	2020-07-01	1 year	39.38
	2020-07-01	6 months	42.31
	2020-07-01	Maximum	45.25
	2021-07-01	6 months	31.33
	2021-07-01	1 year	34.36
	2021-07-01	6 months	37.35
	2021-07-01	1 year	40.36
	2021-07-01	6 months	43.37
2021-07-01	Maximum	46.38	
2022-07-01	6 months	32.03	
2022-07-01	1 year	35.13	
2022-07-01	6 months	38.19	
2022-07-01	1 year	41.27	
2022-07-01	6 months	44.35	
2022-07-01	Maximum	47.42	
2023-07-01	6 months	32.75	
2023-07-01	1 year	35.92	
2023-07-01	6 months	39.05	
2023-07-01	1 year	42.20	
2023-07-01	6 months	45.35	
2023-07-01	Maximum	48.49	
2024-07-01	6 months	33.41	
2024-07-01	1 year	36.64	
2024-07-01	6 months	39.83	
2024-07-01	1 year	43.04	
2024-07-01	6 months	46.26	
2024-07-01	Maximum	49.46	
13	2020-07-01	6 months	32.45
	2020-07-01	1 year	35.56
	2020-07-01	6 months	38.67
	2020-07-01	1 year	41.77
	2020-07-01	6 months	44.90
	2020-07-01	Maximum	48.00
	2021-07-01	6 months	33.26
	2021-07-01	1 year	36.45
	2021-07-01	6 months	39.64
	2021-07-01	1 year	42.81
	2021-07-01	6 months	46.02
2021-07-01	Maximum	49.20	
2022-07-01	6 months	34.01	
2022-07-01	1 year	37.27	
2022-07-01	6 months	40.53	
2022-07-01	1 year	43.77	
2022-07-01	6 months	47.06	
2022-07-01	Maximum	50.31	
2023-07-01	6 months	34.78	
2023-07-01	1 year	38.11	
2023-07-01	6 months	41.44	
2023-07-01	1 year	44.75	
2023-07-01	6 months	48.12	
2023-07-01	Maximum	51.44	
2024-07-01	6 months	35.48	
2024-07-01	1 year	38.87	
2024-07-01	6 months	42.27	
2024-07-01	1 year	45.65	
2024-07-01	6 months	49.08	
2024-07-01	Maximum	52.47	

APPENDIX C - SALARY SCALE**

Grade	Effective	Step	Hourly
14	2020-07-01	6 months	34.30
	2020-07-01	1 year	37.58
	2020-07-01	6 months	40.87
	2020-07-01	1 year	44.17
	2020-07-01	6 months	47.46
	2020-07-01	Maximum	50.75
	2021-07-01	6 months	35.16
	2021-07-01	1 year	38.52
	2021-07-01	6 months	41.89
	2021-07-01	1 year	45.27
	2021-07-01	6 months	48.65
	2021-07-01	Maximum	52.02
	2022-07-01	6 months	35.95
	2022-07-01	1 year	39.39
2022-07-01	6 months	42.83	
2022-07-01	1 year	46.29	
2022-07-01	6 months	49.74	
2022-07-01	Maximum	53.19	
2023-07-01	6 months	36.76	
2023-07-01	1 year	40.28	
2023-07-01	6 months	43.79	
2023-07-01	1 year	47.33	
2023-07-01	6 months	50.86	
2023-07-01	Maximum	54.39	
2024-07-01	6 months	37.50	
2024-07-01	1 year	41.09	
2024-07-01	6 months	44.67	
2024-07-01	1 year	48.28	
2024-07-01	6 months	51.88	
2024-07-01	Maximum	55.48	
15	2020-07-01	6 months	36.13
	2020-07-01	1 year	39.61
	2020-07-01	6 months	43.08
	2020-07-01	1 year	46.56
	2020-07-01	6 months	50.02
	2020-07-01	Maximum	53.50
	2021-07-01	6 months	37.03
	2021-07-01	1 year	40.60
	2021-07-01	6 months	44.16
	2021-07-01	1 year	47.72
	2021-07-01	6 months	51.27
	2021-07-01	Maximum	54.84
	2022-07-01	6 months	37.86
	2022-07-01	1 year	41.51
2022-07-01	6 months	45.15	
2022-07-01	1 year	48.79	
2022-07-01	6 months	52.42	
2022-07-01	Maximum	56.07	
2023-07-01	6 months	38.71	
2023-07-01	1 year	42.44	
2023-07-01	6 months	46.17	
2023-07-01	1 year	49.89	
2023-07-01	6 months	53.60	
2023-07-01	Maximum	57.33	
2024-07-01	6 months	39.48	
2024-07-01	1 year	43.29	
2024-07-01	6 months	47.09	
2024-07-01	1 year	50.89	
2024-07-01	6 months	54.67	
2024-07-01	Maximum	58.48	
16	2020-07-01	6 months	38.00
	2020-07-01	1 year	41.66
	2020-07-01	6 months	45.31
	2020-07-01	1 year	48.95
	2020-07-01	6 months	52.60
	2020-07-01	Maximum	56.26
	2021-07-01	6 months	38.95
	2021-07-01	1 year	42.70
	2021-07-01	6 months	46.44
	2021-07-01	1 year	50.17
	2021-07-01	6 months	53.92
	2021-07-01	Maximum	57.67
	2022-07-01	6 months	39.83
	2022-07-01	1 year	43.66
2022-07-01	6 months	47.48	
2022-07-01	1 year	51.30	
2022-07-01	6 months	55.13	
2022-07-01	Maximum	58.97	
2023-07-01	6 months	40.73	
2023-07-01	1 year	44.64	
2023-07-01	6 months	48.55	
2023-07-01	1 year	52.45	
2023-07-01	6 months	56.37	
2023-07-01	Maximum	60.30	
2024-07-01	6 months	41.54	
2024-07-01	1 year	45.53	
2024-07-01	6 months	49.52	
2024-07-01	1 year	53.50	
2024-07-01	6 months	57.50	
2024-07-01	Maximum	61.51	

APPENDIX C - SALARY SCALE**

Grade	Effective	Step	Hourly
17	2020-07-01	6 months	39.87
	2020-07-01	1 year	43.69
	2020-07-01	6 months	47.52
	2020-07-01	1 year	51.35
	2020-07-01	6 months	55.17
	2020-07-01	Maximum	59.00
	2021-07-01	6 months	40.87
	2021-07-01	1 year	44.78
	2021-07-01	6 months	48.71
	2021-07-01	1 year	52.63
	2021-07-01	6 months	56.55
	2021-07-01	Maximum	60.48
	2022-07-01	6 months	41.79
	2022-07-01	1 year	45.79
	2022-07-01	6 months	49.81
	2022-07-01	1 year	53.81
	2022-07-01	6 months	57.82
2022-07-01	Maximum	61.84	
2023-07-01	6 months	42.73	
2023-07-01	1 year	46.82	
2023-07-01	6 months	50.93	
2023-07-01	1 year	55.02	
2023-07-01	6 months	59.12	
2023-07-01	Maximum	63.23	
2024-07-01	6 months	43.58	
2024-07-01	1 year	47.76	
2024-07-01	6 months	51.95	
2024-07-01	1 year	56.12	
2024-07-01	6 months	60.30	
2024-07-01	Maximum	64.49	
18	2020-07-01	6 months	41.70
	2020-07-01	1 year	45.70
	2020-07-01	6 months	49.73
	2020-07-01	1 year	53.72
	2020-07-01	6 months	57.74
	2020-07-01	Maximum	61.74
	2021-07-01	6 months	42.74
	2021-07-01	1 year	46.84
	2021-07-01	6 months	50.97
	2021-07-01	1 year	55.06
	2021-07-01	6 months	59.18
	2021-07-01	Maximum	63.28
	2022-07-01	6 months	43.70
	2022-07-01	1 year	47.89
	2022-07-01	6 months	52.12
	2022-07-01	1 year	56.30
	2022-07-01	6 months	60.51
2022-07-01	Maximum	64.70	
2023-07-01	6 months	44.68	
2023-07-01	1 year	48.97	
2023-07-01	6 months	53.29	
2023-07-01	1 year	57.57	
2023-07-01	6 months	61.87	
2023-07-01	Maximum	66.16	
2024-07-01	6 months	45.57	
2024-07-01	1 year	49.95	
2024-07-01	6 months	54.36	
2024-07-01	1 year	58.72	
2024-07-01	6 months	63.11	
2024-07-01	Maximum	67.48	
19	2020-07-01	6 months	43.58
	2020-07-01	1 year	47.77
	2020-07-01	6 months	51.95
	2020-07-01	1 year	56.14
	2020-07-01	6 months	60.32
	2020-07-01	Maximum	64.50
	2021-07-01	6 months	44.67
	2021-07-01	1 year	48.96
	2021-07-01	6 months	53.25
	2021-07-01	1 year	57.54
	2021-07-01	6 months	61.83
	2021-07-01	Maximum	66.11
	2022-07-01	6 months	45.68
	2022-07-01	1 year	50.06
	2022-07-01	6 months	54.45
	2022-07-01	1 year	58.83
	2022-07-01	6 months	63.22
2022-07-01	Maximum	67.60	
2023-07-01	6 months	46.71	
2023-07-01	1 year	51.19	
2023-07-01	6 months	55.68	
2023-07-01	1 year	60.15	
2023-07-01	6 months	64.64	
2023-07-01	Maximum	69.12	
2024-07-01	6 months	47.64	
2024-07-01	1 year	52.21	
2024-07-01	6 months	56.79	
2024-07-01	1 year	61.35	
2024-07-01	6 months	65.93	
2024-07-01	Maximum	70.50	

APPENDIX C - SALARY SCALE**

Grade	Effective	Step	Hourly
20	2020-07-01	6 months	45.43
	2020-07-01	1 year	49.79
	2020-07-01	6 months	54.14
	2020-07-01	1 year	58.52
	2020-07-01	6 months	62.88
	2020-07-01	Maximum	67.24
	2021-07-01	6 months	46.57
	2021-07-01	1 year	51.03
	2021-07-01	6 months	55.49
	2021-07-01	1 year	59.98
2021-07-01	6 months	64.45	
2021-07-01	Maximum	68.92	
2022-07-01	6 months	47.62	
2022-07-01	1 year	52.18	
2022-07-01	6 months	56.74	
2022-07-01	1 year	61.33	
2022-07-01	6 months	65.90	
2022-07-01	Maximum	70.47	
2023-07-01	6 months	48.69	
2023-07-01	1 year	53.35	
2023-07-01	6 months	58.02	
2023-07-01	1 year	62.71	
2023-07-01	6 months	67.38	
2023-07-01	Maximum	72.06	
2024-07-01	6 months	49.66	
2024-07-01	1 year	54.42	
2024-07-01	6 months	59.18	
2024-07-01	1 year	63.96	
2024-07-01	6 months	68.73	
2024-07-01	Maximum	73.50	
21	2020-07-01	6 months	47.29
	2020-07-01	1 year	51.83
	2020-07-01	6 months	56.37
	2020-07-01	1 year	60.90
	2020-07-01	6 months	65.45
	2020-07-01	Maximum	69.98
	2021-07-01	6 months	48.47
	2021-07-01	1 year	53.13
	2021-07-01	6 months	57.78
	2021-07-01	1 year	62.42
2021-07-01	6 months	67.09	
2021-07-01	Maximum	71.73	
2022-07-01	6 months	49.56	
2022-07-01	1 year	54.33	
2022-07-01	6 months	59.08	
2022-07-01	1 year	63.82	
2022-07-01	6 months	68.60	
2022-07-01	Maximum	73.34	
2023-07-01	6 months	50.68	
2023-07-01	1 year	55.55	
2023-07-01	6 months	60.41	
2023-07-01	1 year	65.26	
2023-07-01	6 months	70.14	
2023-07-01	Maximum	74.99	
2024-07-01	6 months	51.69	
2024-07-01	1 year	56.66	
2024-07-01	6 months	61.62	
2024-07-01	1 year	66.57	
2024-07-01	6 months	71.54	
2024-07-01	Maximum	76.49	
22	2020-07-01	6 months	49.15
	2020-07-01	1 year	53.89
	2020-07-01	6 months	58.57
	2020-07-01	1 year	63.31
	2020-07-01	6 months	68.02
	2020-07-01	Maximum	72.76
	2021-07-01	6 months	50.38
	2021-07-01	1 year	55.24
	2021-07-01	6 months	60.03
	2021-07-01	1 year	64.89
2021-07-01	6 months	69.72	
2021-07-01	Maximum	74.58	
2022-07-01	6 months	51.51	
2022-07-01	1 year	56.48	
2022-07-01	6 months	61.38	
2022-07-01	1 year	66.35	
2022-07-01	6 months	71.29	
2022-07-01	Maximum	76.26	
2023-07-01	6 months	52.67	
2023-07-01	1 year	57.75	
2023-07-01	6 months	62.76	
2023-07-01	1 year	67.84	
2023-07-01	6 months	72.89	
2023-07-01	Maximum	77.98	
2024-07-01	6 months	53.72	
2024-07-01	1 year	58.91	
2024-07-01	6 months	64.02	
2024-07-01	1 year	69.20	
2024-07-01	6 months	74.35	
2024-07-01	Maximum	79.54	

APPENDIX C - SALARY SCALE**

Grade	Effective	Step	Hourly	Grade	Effective	Step	Hourly	Grade	Effective	Step	Hourly			
23	2020-07-01	6 months	1	51.00	24	2020-07-01	6 months	1	52.86	25	2020-07-01	6 months	1	54.72
	2020-07-01	1 year	2	55.90		2020-07-01	1 year	2	57.94		2020-07-01	1 year	2	59.98
	2020-07-01	6 months	3	60.79		2020-07-01	6 months	3	62.99		2020-07-01	6 months	3	65.22
	2020-07-01	1 year	4	65.69		2020-07-01	1 year	4	68.10		2020-07-01	1 year	4	70.45
	2020-07-01	6 months	5	70.58		2020-07-01	6 months	5	73.18		2020-07-01	6 months	5	75.73
	2020-07-01	Maximum	6	75.48		2020-07-01	Maximum	6	78.25		2020-07-01	Maximum	6	80.98
	2021-07-01	6 months	1	52.28		2021-07-01	6 months	1	54.18		2021-07-01	6 months	1	56.09
	2021-07-01	1 year	2	57.30		2021-07-01	1 year	2	59.39		2021-07-01	1 year	2	61.48
	2021-07-01	6 months	3	62.31		2021-07-01	6 months	3	64.56		2021-07-01	6 months	3	66.85
	2021-07-01	1 year	4	67.33		2021-07-01	1 year	4	69.80		2021-07-01	1 year	4	72.21
2021-07-01	6 months	5	72.34	2021-07-01	6 months	5	75.01	2021-07-01	6 months	5	77.62			
2021-07-01	Maximum	6	77.37	2021-07-01	Maximum	6	80.21	2021-07-01	Maximum	6	83.00			
2022-07-01	6 months	1	53.46	2022-07-01	6 months	1	55.40	2022-07-01	6 months	1	57.35			
2022-07-01	1 year	2	58.59	2022-07-01	1 year	2	60.73	2022-07-01	1 year	2	62.86			
2022-07-01	6 months	3	63.71	2022-07-01	6 months	3	66.01	2022-07-01	6 months	3	68.35			
2022-07-01	1 year	4	68.84	2022-07-01	1 year	4	71.37	2022-07-01	1 year	4	73.83			
2022-07-01	6 months	5	73.97	2022-07-01	6 months	5	76.70	2022-07-01	6 months	5	79.37			
2022-07-01	Maximum	6	79.11	2022-07-01	Maximum	6	82.01	2022-07-01	Maximum	6	84.87			
2023-07-01	6 months	1	54.66	2023-07-01	6 months	1	56.65	2023-07-01	6 months	1	58.64			
2023-07-01	1 year	2	59.91	2023-07-01	1 year	2	62.10	2023-07-01	1 year	2	64.27			
2023-07-01	6 months	3	65.14	2023-07-01	6 months	3	67.50	2023-07-01	6 months	3	69.89			
2023-07-01	1 year	4	70.39	2023-07-01	1 year	4	72.98	2023-07-01	1 year	4	75.49			
2023-07-01	6 months	5	75.63	2023-07-01	6 months	5	78.43	2023-07-01	6 months	5	81.16			
2023-07-01	Maximum	6	80.89	2023-07-01	Maximum	6	83.86	2023-07-01	Maximum	6	86.78			
2024-07-01	6 months	1	55.75	2024-07-01	6 months	1	57.78	2024-07-01	6 months	1	59.81			
2024-07-01	1 year	2	61.11	2024-07-01	1 year	2	63.34	2024-07-01	1 year	2	65.56			
2024-07-01	6 months	3	66.44	2024-07-01	6 months	3	68.85	2024-07-01	6 months	3	71.29			
2024-07-01	1 year	4	71.80	2024-07-01	1 year	4	74.44	2024-07-01	1 year	4	77.00			
2024-07-01	6 months	5	77.14	2024-07-01	6 months	5	80.00	2024-07-01	6 months	5	82.78			
2024-07-01	Maximum	6	82.51	2024-07-01	Maximum	6	85.54	2024-07-01	Maximum	6	88.52			

** Note that the above table does not reflect longevity payments which have already been added for those who qualify.

** The two IT positions receiving a stipend of \$150.00 per week for being on-call shall continue to receive said stipend in accordance with existing practice throughout this contract.

** Annual Salary determined by hourly rate x 2080 hours.

APPENDIX D
MEDRX

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

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

Important Questions

Answers

Why This Matters:

Do you need a [referral](#) to see a [specialist](#)?

No.

You can see the [specialist](#) you choose without a [referral](#).



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

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

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you need drugs to treat your illness or condition	Generic drugs (Tier 1)	\$5 retail/\$10 mail order	20% coinsurance	Mail Order is 90 day supply
	Preferred brand drugs (Tier 2) 2)	\$20 retail/\$40 mail order	20% coinsurance	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. Mail Order is 90 day supply
More information about prescription drug coverage is available at www.expressscripts.com	Non-preferred brand drugs (Tier 3)	\$35 retail/\$70 mail order	20% coinsurance	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 Accredito 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
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 nonprecertification.
	Physician/surgeon fees	No charge	20% coinsurance	Lesser of 50% of covered expenses or \$500 penalty for nonprecertification.

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 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 precertification.
	Office visits	No charge	20% coinsurance	Primary Care or Specialist benefit levels apply for initial visit to confirm pregnancy.
If you are pregnant	Childbirth/delivery professional services	No charge	20% coinsurance	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 facility services	\$250 COPAY /admission	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 Coverage is limited to annual max of: 60 days for Rehabilitation and Chiropractic care services.
	Rehabilitation services	\$20 copay /PCP or Specialist visit	20% coinsurance /PCP or Specialist visit	Limits are not applicable to mental health conditions for Physical, Speech and Occupational therapies. Services are covered when Medically Necessary to treat a mental health condition (e.g. autism).
	Habilitation services	\$20 copay /PCP or Specialist visit	20% coinsurance /PCP or Specialist visit	Limits are not applicable to mental health conditions for Physical, Speech and Occupational therapies.
	Skilled nursing care	No charge	20% coinsurance	Lesser of 50% of covered expenses or \$500 penalty for no precertification. Coverage is limited to 60 days annual max.
	Durable medical equipment	No charge	20% coinsurance	None
If your child needs dental or eye care	Hospice services	No charge/inpatient; No charge/outpatient services	20% coinsurance /inpatient; 20% coinsurance /outpatient services	Lesser of 50% of covered expenses or \$500 penalty for failure to precertify inpatient hospice services .
	Children's eye exam	No Charge	No Charge	None
	Children's glasses	Not covered	Not covered	None
	Children's dental check-up	Cigna Dental	Cigna Dental	See Cigna Dental

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
- Long Term Care
- Non-emergency care when traveling outside the U.S.
- Private-duty nursing
- Routine foot care
- 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
- Chiropractic care (combined with Rehabilitation Services)
- Hearing aids (2 devices per 24 months)
- Infertility treatment

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.ccio.cms.gov. Other coverage options may be available to you too, including buying individual insurance coverage through the Health Insurance [Marketplace](#). For more information about the [Marketplace](#), visit www.HealthCare.gov or call 1-800-318-2596.

Your Grievance and Appeals Rights:

There are agencies that can help if you have a complaint against your [plan](#) for a denial of a [claim](#). This complaint is called a [grievance](#) or [appeal](#). For more information about your rights, look at the explanation of benefits you will receive for that medical [claim](#). Your [plan](#) documents also provide complete information to submit a [claim](#), [appeal](#), or a [grievance](#) for any reason to your [plan](#). For questions about your rights, this notice, or assistance, you can contact Cigna Customer service at 1-800-Cigna24. You may also contact the Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or www.dol.gov/ebsa/healthreform. Additionally, a consumer assistance program can help you file your [appeal](#). Contact the program for this [plan's](#) state: State of Connecticut Office of the Health Care Advocate at (866) 466-4446. However, for information regarding your own state's consumer assistance program refer to www.healthcare.gov.

Does this plan provide Minimum Essential Coverage? Yes

If you don't have [Minimum Essential Coverage](#) for a month, you'll have to make a payment when you file your tax return unless you qualify for an exemption from the requirement that you have health coverage for that month.

Does this plan meet the Minimum Value Standards? Yes

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

Language Access Services:

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

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

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

Navajo (Dine): Dine'ehgo shika at'ohwol nini'singo, kwilijigo 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 \$12,800

In this example, Peg would pay:

Cost Sharing	
Deductibles	\$0
Copayments	\$300
Coinsurance	\$0
What isn't covered	
Limits or exclusions	\$10
The total Peg would pay is	\$310

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 \$7,400

In this example, Joe would pay:

Cost Sharing	
Deductibles	\$0
Copayments	\$200
Coinsurance	\$0
What isn't covered	
Limits or exclusions	\$200
The total Joe would pay is	\$400

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 \$1,900

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.

Plan Name: 20 Copay Plan Ben Ver: 17 Plan ID: 9082934

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 ACAAGrievance@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 ACAAGrievance@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://ocportal.hhs.gov/ocr/portal/lobby.jsf>, or by mail or phone at:

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



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Proficiency of Language Assistance Services

English – ATENCIÓN: 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 thành viên 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 연락해주시시오. 기타 다른 경우에는 1.800.244.6224 (TTY: 다이얼 711)번으로 전화해주시시오.

Tagalog – PAUNAWA: Makakakuha ka ng mga serbisyo sa tulong sa wika nanglibre. 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 – اعلم: يمكنك إستخدام خدماتنا مجاناً لجميع خططنا. إذا كنت مشتركاً في خطة تأميننا، يرجى الاتصال بالرقم الموجود على ظهر بطاقة هويتك. وإلا، يرجى الاتصال برقم 1.800.244.6224 (TTY: اتصل ب 711).

French Creole – AIANSYON: Gen sèvis ed 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 – ATENTION: 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 dostępczej, bezpłatnej pomocy językowej, obecniklientci 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 – ATENZIONE: 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).

(Farsi) Persian – توجه: خدمات کمک‌تخصصی ما برای همه بیمه‌گذاران ما به صورت رایگان در دسترس است. اگر شما مشتری فعلی شرکت بیمه Cigna هستید، لطفاً با شماره پشت کارت شناسایی خود تماس بگیرید. در غیر این صورت، لطفاً با شماره 1.800.244.6224 (تورجیب سلامت: 711) تماس بگیرید. (تورجیب سلامت: 711).

APPENDIX E
DEN

Cigna Dental Benefit Summary
City of Middletown - DPPO2
Plan Renewal Date: 07/01/2020



Administered by: Cigna Health and Life Insurance Company

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

Cigna Dental PPO				
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 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	80% No Deductible	20% No Deductible	80% No Deductible	20% No Deductible
Class II: Basic Restorative Restorative: fillings Endodontics: minor and major Oral Surgery: minor and major Anesthesia: general and IV sedation Repairs: Bridges, Crowns and Inlays Repairs: Dentures Denture Relines, Rebases and Adjustments Bridges and 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	50% No Deductible	50% No Deductible	50% No Deductible	50% No Deductible
Class IV: Orthodontia Coverage for Dependent Children to age 23 Lifetime Benefits Maximum: \$1,200	60% No Deductible	40% No Deductible	60% No Deductible	40% No Deductible
Class VI: Periodontics Periodontics: minor and major Calendar Year 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. The dentist may balance bill up to their usual fees.			
Cross Accumulation	All deductibles, plan maximums, and service specific maximums cross accumulate between in and out of network. Benefit frequency limitations are based on the date of service and cross accumulate between in and out of network.			
Calendar Year Benefits Maximum	The plan will only pay for covered charges up to the yearly Benefits Maximum, when applicable. Benefit-specific Maximums may also apply.			
Calendar Year Deductible	This is the amount you must pay before the plan begins to pay for covered charges, when applicable. Benefit-specific deductibles may also apply.			

Pretreatment Review	Pretreatment review is available on a voluntary basis when dental work in excess of \$300 is proposed.
Alternate Benefit Provision	When more than one covered Dental Service could provide suitable treatment based on common dental standards, Cigna HealthCare will determine the covered Dental Service on which payment will be based and the expenses that will be included as Covered Expenses. This does not apply to crowns and fillings.
Oral Health Integration Program (OHIP)	Cigna Dental Oral Health Integration Program offers enhanced dental coverage for customers with the following medical conditions: diabetes, heart disease, stroke, maternity, head and neck cancer radiation, organ transplants and chronic kidney disease. There's no additional charge for the program, those who qualify get reimbursed 100% of coinsurance for certain related dental procedures. Eligible customers can also receive guidance on behavioral issues related to oral health and discounts on prescription and non-prescription dental products. Reimbursements under this program are not subject to the annual deductible, but will be applied to and are subject to the plan annual maximum. Discounts on certain prescription and non-prescription dental products are available through Cigna Home Delivery Pharmacy only, and you are required to pay the entire discounted charge. For more information including how to enroll in this program and a complete list of program terms and eligible medical conditions, go to www.mycigna.com or call customer service 24/7 at 1.800.CIGNA24.
Timely Filing	Out of network claims submitted to Cigna after 365 days from date of service will be denied.
Benefit Limitations:	
Oral Evaluations	4 per calendar year
X-rays (routine)	Bitewings: 2 per calendar year
X-rays (non-routine)	Complete series of radiographic images and panoramic radiographic images: Limited to a combined total of 1 per 36 months
Diagnostic Casts	Payable only in conjunction with orthodontic workup
Cleanings	4 per calendar year, including periodontal maintenance procedures following active therapy
Fluoride Application	2 per calendar year for children under age 19
Sealants (per tooth)	Limited to posterior tooth. 1 treatment per tooth every 36 months
Space Maintainers	Limited to non-orthodontic treatment for children under age 19
Inlays, Crowns, Bridges, Dentures and Partial	Replacement every 60 months if unserviceable and cannot be repaired. Benefits are based on the amount payable for non-precious metals. No porcelain or white/tooth-colored material on molar crowns or bridges.
Denture and Bridge Repairs	Reviewed if more than once
Denture Relines, Rebases and Adjustments	Covered if more than 6 months after installation
Prosthesis Over Implant	Replacement every 60 months if unserviceable and cannot be repaired. Benefits are based on the amount payable for non-precious metals. No porcelain or white/tooth-colored material on molar crowns or bridges.
Benefit Exclusions:	
Covered Expenses will not include, and no payment will be made for the following:	
Procedures and services not included in the list of covered dental expenses;	
Diagnostic: cone beam imaging; Preventive Services: instruction for plaque control, oral hygiene and diet;	
Restorative: veneers of porcelain, ceramic, resin, or acrylic materials on crowns or pontics on or replacing the upper and or lower first, second and/or third molars;	
Periodontics: bite registrations; splinting;	
Prosthodontic: precision or semi-precision attachments; initial placement of a complete or partial denture per plan guidelines;	
Implants: implants or implant related services;	
Procedures, appliances or restorations, except full dentures, whose main purpose is to: change vertical dimension; diagnose or treat conditions or dysfunction of the temporomandibular joint (TMJ); stabilize periodontally involved teeth; or restore occlusion;	
Athletic mouth guards; services performed primarily for cosmetic reasons; personalization; replacement of an appliance per benefit guidelines;	
Services that are deemed to be medical in nature; services and supplies received from a hospital; Drugs: prescription drugs	
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.

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

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

CIGNA DENTAL CARE® – DHMO¹

ECONOMICAL, EASY-TO-USE DENTAL COVERAGE

Under your plan, you have coverage for **hundreds** of dental procedures. This overview shows you a small **sampling** of covered services and what your plan pays.

Review your plan materials to understand how your plan works. For questions on the plan before enrollment, call **1.800.Cigna24 (1.800.244.6224)** and select the “Enrollment Information” prompt.

Regular dental visits may do more than brighten your smile. Receiving regular dental care often catches minor problems before they become major and more expensive to treat.

And there’s an association between gum disease and other conditions, such as preterm birth, heart disease, stroke, diabetes and other health issues. So taking good care of your teeth and gums may help you live a healthier life.

Get the most value from your plan

Take advantage of your plan’s preventive care services – certain services may be covered at 100% (see below for details). Your plan also covers many other dental services that can help you achieve and maintain a healthy mouth.

Cigna Dental Care DHMO Network Benefits	In-Network
Calendar Year Maximum (Class I, II, III, IV, V and IX expenses)	No Dollar Maximum
Annual Deductible Individual, Family	None
Reimbursement Levels	Based on Reduced Contracted Fees
Plan Pays	Plan Pays
Class I – Preventive Oral Exams, Routine Cleanings, Full Mouth X-rays, Bitewing X-rays, Panoramic X-ray, Periapical X-rays, Fluoride Application, Sealants, Space Maintainers, Emergency Care to Relieve Pain, Local Anesthesia	100%
Class II – Basic Restorative Fillings, Root Canal Therapy/Endodontics – all except Molar Root Canal, Periodontal Scaling and Root Planing, Denture Adjustments and Repairs, Oral Surgery – Simple Extractions, Repairs to Crowns, Surgical Extractions – Soft Tissue Impacted Tooth Removal, IV Sedation and General Anesthesia	90%
Class III – Major Restorative Crowns, Stainless Steel Crowns, Inlays/Onlays, Prosthesis Over Implant, Removable Dentures, Bridges Oral Surgery – all except simple extractions, Osseous Surgery, Molar Root Canal, Bony Impacted Tooth and Partial Tooth Removal	60%
Class IV – Orthodontia	50%
Orthodontia Lifetime Maximum	1 treatment per lifetime
Class V – Temporomandibular Joint (TMJ)	50%
TMJ Lifetime Maximum	NA
Class IX – Surgical Implants	60%
Annual Deductible	None
Surgical Implants Lifetime Maximum	No dollar maximum
Missing Tooth Limitation	None

GO YOU[®]

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

DFO Coinsurance



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Know what's important to you

You can save money on a wide range of services, including:

- **Preventive care** – cleanings, fluoride, sealants, bitewing X-rays, full mouth X-rays, and more
- **Basic care** – tooth-colored fillings (called resin or composite) and silver-colored fillings (called amalgam)
- **Major services** – crowns, bridges, and dentures (including those placed over implants), root canals, oral surgery, extractions, treatment for periodontal (gum) disease, and more
- **Orthodontic care** – braces for children and adults
- **General anesthesia** – when medically necessary
- **Teeth whitening** – using take-home bleaching trays and gel
- **Dental implant surgery** or services associated with placement, repair removal, or restoration of a dental implant

Key plan features

- No deductibles – you don't have to reach a certain level of out-of-pocket expenses before your insurance kicks in.
- No dollar maximums – you don't have to worry about your coverage running out after your covered expenses reach a certain dollar amount.
- Easy to understand plan – the coinsurance you pay your dentist is clearly listed on your Patient Charge Schedule (PCS).
- There are no claim forms to file and no waiting periods for coverage.
- The network general dentist you choose will manage your overall dental care.
- Covered family members can choose their own network general dentists – near home, work or school.
- You don't need a referral for children under seven to visit a network pediatric dentist. And you don't need a referral to see a network orthodontist.
- There's no age limit on sealants, which help prevent tooth decay.
- Your plan covers certain procedures to help detect oral cancer in its early stages.
- 24/7 access to the Dental Information Line – this line is staffed by trained professionals who can help if you have questions about dental treatment and clinical symptoms.

Finding a network dentist is easy.

There are several ways to choose your network general dentist:

- Find a dentist at Cigna.com. Our online dental directory is updated weekly.
- Call **1.800.Cigna24** (1.800.244.6224) to speak with a customer service representative. Our representatives can send you a customized dental directory listing via email.

Exceptions

Procedure	Limit
Prophylaxis (cleanings)	Two per calendar year (Additional cleanings covered with a copay of \$40 (adult) and \$30 (child))
Fluoride	Two per calendar year (Additional fluoride applications covered with a \$15 copay)
Exams	Two per calendar year
X-rays (routine)	Bitewings: 2 per calendar year
X-rays (non-routine)	Full mouth: 1 every 3 calendar years. Panorex: 1 every 3 calendar years
Crowns and inlays	Replacement every 5 years
Bridges	Replacement every 5 years
Dentures and partials	Replacement every 5 years
Relines, rebases	One every 36 months
Adjustments	Four within the first 6 months after installation
Prosthesis over implant	Replacement every 5 years if unserviceable and cannot be repaired
TMJ treatment	One occlusal orthotic device per 24 months
Athletic mouth guard	One athletic mouth guard per 12 months when listed on your PCS

Listed below are the services or expenses which are NOT covered under your Dental Plan and which are your responsibility at the dentist's usual fees. There is no coverage for:

- Or in connection with an injury arising out of, or in the course of, any employment for wage or profit
- Charges which would not have been made in any facility, other than a hospital or a correctional institution owned or operated by the United States government or by a state or municipal government if the person had no insurance
- To the extent that payment is unlawful where the person resides when the expenses are incurred or the services are received
- The charges which the person is not legally required to pay
- Charges which would not have been made if the person had no insurance
- Due to injuries which are intentionally self-inflicted
- Services not listed on the PCS
- Services provided by a non-network dentist without Cigna Dental's prior approval (except emergencies, as described in your plan documents)²
- Services related to an injury or illness paid under workers' compensation, occupational disease or similar laws
- Services provided or paid by or through a federal or state governmental agency or authority, political subdivision or a public program, other than Medicaid
- Services required while serving in the armed forces of any country or international authority or relating to a declared or undeclared war or acts of war
- Services performed primarily for cosmetic reasons unless specifically listed on your PCS
- General anesthesia, sedation and nitrous oxide, unless specifically listed on your PCS
- Prescription medications
- Replacement of fixed and/or removable appliances (including fixed and removable orthodontic appliances) that have been lost, stolen, or damaged due to patient abuse, misuse or neglect
- Surgical implant of any type unless specifically listed on your PCS
- Services considered to be unnecessary or experimental in nature or do not meet commonly accepted dental standards.
- Procedures or appliances for minor tooth guidance or to control harmful habits
- Services and supplies received from a hospital
- The completion of crowns, bridges, dentures, or root canal treatment already in progress on the effective date of your Cigna Dental coverage³
- The completion of implant supported prosthesis (including crowns, bridges and dentures) already in progress on the effective date of your Cigna Dental coverage, unless specifically listed on your PCS³
- Consultations and/or evaluations associated with services that are not covered
- Endodontic treatment and/or periodontal (gum tissue and supporting bone) surgery of teeth exhibiting a poor or hopeless periodontal prognosis
- Bone grafting and/or guided tissue regeneration when performed at the site of a tooth extraction unless specifically listed on your PCS
- Bone grafting and/or guided tissue regeneration when performed in conjunction with an apicoectomy or periradicular surgery
- Intentional root canal treatment in the absence of injury or disease to solely facilitate a restorative procedure
- Services performed by a prosthodontist
- Localized delivery of antimicrobial agents when performed alone or in the absence of traditional periodontal therapy
- Any localized delivery of antimicrobial agent procedures when more than eight (8) of these procedures are reported on the same date of service.
- Infection control and/or sterilization.
- The recementation of any inlay, onlay, crown, post and core or fixed bridge within 180 days of initial placement
- The recementation of any implant supported prosthesis (including crowns, bridges and dentures) within 180 days of initial placement
- Services to correct congenital malformations, including the replacement of congenitally missing teeth
- The replacement of an occlusal guard (night guard) beyond one per any 24 consecutive month period, when this limitation is noted on the PCS
- Crowns, bridges and/or implant supported prosthesis used solely for splinting
- Resin bonded retainers and associated pontics.

Should any law require coverage for any particular service(s) noted above, the exclusion or limitation for that service(s) shall not apply.

This document outlines the highlights of your plan. For a complete list of both covered and not-covered services, including benefits required by your state, see your insurance certificate or plan description. If there are any differences between the information contained here and the plan documents, the information in the plan documents takes precedence.



1. The term "DHMO" is used to refer to product designs that may differ by state of residence of enrollee, including but not limited to, prepaid plans, managed care plans, and plans with open access features.

2. **Minnesota residents:** You must visit your selected network dentist in order for the charges on the Patient Charge Schedule to apply. You may also visit other dentists that participate in our network or you may visit dentists outside the Cigna Dental Care network. If you do, the fees listed on the Patient Charge Schedule will not apply. You will be responsible for the dentist's usual fee. We will pay 50% of the value of your network benefit for those services. Of course, you'll pay less if you visit your selected Cigna Dental Care network dentist. Call Customer Services for more information.

Oklahoma residents: DHMO for Oklahoma is an Employer Group Pre-Paid Dental Plan. You may also visit dentists outside the Cigna Dental Care network. If you do, the fees listed on the Patient Charge Schedule will not apply. You will be responsible for the dentist's usual fee. We pay non-network dentists the same amount we'd pay network dentists for covered services. Of course, you'll pay less if you visit a network dentist in the Cigna Dental Care network. Call Customer Services for more information. Dentists who participate in Cigna's network are independent contractors solely responsible for the treatment provided and are not agents of Cigna.

3. **California and Texas residents:** Treatment for conditions already in progress on the effective date of your coverage are not excluded if otherwise covered under your PCS.

DHMO insurance coverage is set forth on the following policy form numbers: CO, DE, FL, KS, NE, OH, PA, and VA: PB09. AR: HP-POL120; CA: CAPB09, CAVP/A09, or 91994D3; CT: PB09CT; IL: CG—CDC—ILL—POLICY; LA: HP-POL118; MA: HP-POL134; MI: HP-POL179; MO: PB09MO; MS: HP-POL117; NC: PB09.NC; NV: HP-POL132; NY: HP-POL130; OK: HP-POL115 (CHLIC) and GM6000 DEN201V1 (CGLIC) OR: HP-POL121; SC: HP-POL128; TN: HP-POL134; TX: PB09TX; UT: HP-POL129; WA: WAPOL05/11; and WI: HP-POL122.

"Cigna," the "Tree of Life" logo, "GO YOU" and "Cigna Dental Care" are registered service marks of Cigna Intellectual Property, Inc., licensed for use by Cigna Corporation and its operating subsidiaries. All products and services are provided by or through such operating subsidiaries and not by Cigna Corporation. Such operating subsidiaries include Cigna Health and Life Insurance Company, Cigna HealthCare of Connecticut, Inc., and Cigna Dental Health, Inc. and its subsidiaries. Cigna Dental Care coinsurance plans are provided by Cigna Dental Health Plan of Arizona, Inc., Cigna Dental Health of California, Inc., Cigna Dental Health of Colorado, Inc., Cigna Dental Health of Delaware, Inc., Cigna Dental Health of Florida, Inc., **a Prepaid Limited Health Services Organization licensed under Chapter 636, Florida Statutes**, Cigna Dental Health of Kansas, Inc. (Kansas and Nebraska), Cigna Dental Health of Kentucky, Inc. (Kentucky and Illinois), Cigna Dental Health of Maryland, Inc., Cigna Dental Health of Missouri, Inc., Cigna Dental Health of New Jersey, Inc., Cigna Dental Health of North Carolina, Inc., Cigna Dental Health of Ohio, Inc., Cigna Dental Health of Pennsylvania, Inc., Cigna Dental Health of Texas, Inc., and Cigna Dental Health of Virginia, Inc. In other states, Cigna Dental Care coinsurance plans are underwritten by Cigna Health and Life Insurance Company or Cigna HealthCare of Connecticut, Inc., and administered by Cigna Dental Health, Inc.

APPENDIX F
MOU

Memorandum of Understanding

Between

City of Middletown, Middletown Board of Education,

And Local 6457, United Public Service Employees Union

This Memorandum of Understanding (MOU) is entered into between the City of Middletown (“City”), the Middletown Board of Education (“BOE”), and the United Public Service Employees Union, Local 6457 (“UPSEU”) (collectively “Parties”). The City and UPSEU have a collective bargaining agreement in effect through June 30, 2020, which continues to be in effect until a successor agreement is reached (“CBA”).

Whereas, under Article I of the UPSEU CBA, the City recognizes UPSEU as the “sole and exclusive bargaining agent for the purpose of collective bargaining matters . . . for the positions set forth in Appendix B” of the CBA. Such positions include staff at the Middletown Board of Education, including, the Custodial Manager, School Health Supervisor, Manager of Human Resources, Manager of Financial Operations, Manager of Transportation, and the Food Services Manager, as set forth in **Exhibit A**, which is attached hereto.

Whereas, Chapter X, Section I of the Charter of the City, the City’s classified service includes all “personnel employed by the Board of Education not requiring certification by the State Board of Education” and includes those positions identified in **Exhibit A**.

Whereas, under Chapter X, Section I of the Charter, “[i]t shall be the duty of the Mayor to cause to be prepared a statement of the duties and responsibilities of each position in the classified service, the compensation pertaining thereto and of the minimum qualifications for such positions.”

Whereas, under Chapter X, Section 3 of the Charter, “[a]ll classified employees of the City shall be appointed by the Mayor pursuant to and in accordance with the City Personnel Rules and Classification Plan.”

Whereas, Chapter IV, Section 2 of the Charter specifically provides that the “Mayor shall be directly responsible for the administration of all Departments, Agencies and Offices, in charge of persons or Boards appointed by the Mayor and shall supervise and direct the same.”

Whereas, the City is engaging in a charter revision process, which in part will consider the separation of the BOE and City as it relates to the employment of non-certified staff. The purpose of this consideration is to support the most efficient use of resources and to allow the Board of Education the ability to hire and make other employment decisions, supervise, and negotiate with its own staff. To the extent that the City revises its Charter through the

appropriate process, including a successful vote by the electorate to recognize all non-certified employees working at the BOE as BOE employees and not City employees, the Parties have agreed that the following will take effect on June 30, 2022.

NOW, THEREFORE, in consideration of this mutual benefit and in recognition of the principle of impact bargaining requirements, the City, the BOE, and Local 6457 agree as follows:

1. To the extent that Middletown's Charter is revised via charter revision and approved by the electorate to recognize all non-certified employees working at the BOE as BOE employees and not City employees, the UPSEU positions at the BOE, which are more clearly identified in **Exhibit A** to this MOU, will form their own local by July 1, 2022, which shall be known as ____ for UPSEU. The BOE agrees to recognize this local to the extent that the charter is revised and approved as set forth herein. The Parties to this agreement agree to incorporate this MOU as appropriate in any successor agreement.
2. If the City's charter is revised as set forth in paragraph, those holding non-certified positions at the BOE, as identified in **Exhibit A**, will become employees of the BOE as of July 1, 2022, instead of City employees and the new local shall negotiate directly with the Superintendent concerning cost of living increases, hours of work, grievances, and other conditions of employment, and any contract changes must be approved by the Board of Education in accordance with the Municipal Employee Relations Act. The new local will negotiate collaboratively with Local 6457 as to all pension related matters and insurance benefits, including life insurance and dental benefits. These benefits must be negotiated with the Mayor or his/her designee and the financial impact of any changes related to insurance and pension benefits must be approved by the Common Council.
3. UPSEU and the new local (BOE) will assign two representatives each plus the UPSEU Staff representative from each respective local to negotiate collaboratively with the City with respect to the above-mentioned benefits.
4. Instead of the Mayor, the Union agrees that the Superintendent shall be the hiring and firing authority for all positions identified in **Exhibit A** after June 30, 2022, as well as for all new positions created in the future for Local ____ at the BOE.
5. The parties agree that the Board of Education shall have the ability to develop job descriptions for all covered positions set forth in **Exhibit A** and for any new job descriptions created in the future, set the compensation for said positions, and establish the minimum qualifications for said positions subject to impact bargaining and any necessary approvals by the Board of Education and the Common Council.
6. Until a new contract is negotiated between the new local and the Superintendent, the current CBA will remain in good force and effect and the BOE, through the Board of Education, shall be responsible for adhering to the existing terms of said agreement.
7. Article XIX, Vacancy/Appointments/Membership, of the UPSEU contract shall, by agreement of the parties hereto, be revised as set forth in **Exhibit B**. More specifically, unionized, non-certified employees working at the BOE will continue to enjoy vacancy

- preferences for City positions and unionized, City employees will continue to enjoy vacancy preferences for BOE non-certified positions based on the language in **Exhibit B**.
8. When the new local is formed, any mention in the CBA to the Mayor shall be replaced with the Superintendent. Likewise, any reference to the City's Human Resource Director shall be replaced with the Manager of Human Resources at the BOE.
 9. If the BOE/City split is approved through the charter revision process and approved by the electors of the City, on July 1, 2022, the following position shall be removed from the Union: Manager of Human Resources at the BOE. Benefits for this position will transfer over to executive, non-bargaining benefits as set forth under the Personnel Rules on July 1, 2022 if the BOE/City split occurs via Charter Revision.
 10. The grievance procedure for the new local shall be negotiated if and when the charter revision happens as indicated above.
 11. For pension purposes, similar to the current set-up between the City and the Russell Library, employees eligible for a pension and covered in **Exhibit A** will be considered City employees for pension purposes. These employees and any new employees of the new local eligible will continue to be beneficiaries of the pension plan even after June 30, 2022.
 12. Once the new local is formed, it shall negotiate with the Superintendent or his designee on all matters except pension and insurance benefits, including medical, dental, and life insurance. Pension and insurance matters must be negotiated collaboratively between the new local, Local 6457, and the Mayor or his designee. Any agreement on pension and insurance items, must be approved by the Common Council. All other negotiated items in a successor agreement must be approved by the BOE.
 13. If a charter revision does not occur or is not approved by the electorate in before March 31, 2022, this Agreement shall be null and void.
 14. The parties agree that the terms of this MOU and the draft charter revision language of Article X Personnel Policies, attached hereto as **Exhibit C**, shall be provided to the Charter Revision Commission as a subject to be considered during that process for more permanent implementation. The City and the Union agree to advocate for a separate question on the ballot for this issue.
 15. The Parties agree that they have negotiated this MOU in good faith and that the executive board of the Union, collectively and individually, and the Union, as an entity, will not oppose the Charter Revision contemplated under this MOU publically or otherwise.

Be it further resolved that the parties agree that this MOU does not ratify any past practice between the parties, nor does it create a policy or procedure on the part of the City that moving forward could be construed by either party as a past practice.

This Memorandum of Understanding is entered into without precedent or prejudice to any party.

FOR THE CITY:



Benjamin Florsheim, Mayor

Dated: 8/27/21

FOR LOCAL 6457:



Ann Gregg, President,
Local 6457

Dated: 8/16/21

**FOR THE MIDDLETOWN BOARD OF
EDUCATION:**



Michael Conner, Superintendent

Dated: 8/27/2021

EXHIBIT B

ARTICLE XIX VACANCY/APPOINTMENTS/MEMBERSHIP

SECTION 1 Any employees filling a position on an acting basis, as appointed by the Mayor, shall receive compensation in the salary grade of the position they are serving in, which will result in at least a growth step. A growth step shall be defined as an increase in salary, which is equal to or more than the average monetary difference between the steps in the employee's former salary grade.

SECTION 2 The vacancy requirements set forth under subsection A of this section shall apply to all vacancies within the Union, including those vacancies in Local ___ working at the BOE, except those specifically mentioned under subsection B.

- A. Before filling any vacancy or newly created position in the bargaining unit or within Local ___ at the BOE, the City or the BOE (depending on what department originates the posting) shall conduct a combined departmental/Citywide posting of the said position open only to members of Local 6457 and Local ___ at the BOE~~the bargaining unit~~ for a period of ten (10) working days and shall send a copy of such posting to ~~the Union~~both mentioned locals. Qualification examinations for internal bargaining unit applicants for the position shall be administered within thirty (30) days after the closing date of the posting unless unusual circumstances, including but not limited to acts of God, budget or financial circumstances or sickness prevent otherwise. The said position will be filled within thirty (30) days thereafter provided the applicant(s) has(ve) met all of the necessary qualifications for the said position. If there are no qualified members of the bargaining units mentioned above for the said position, the City and/or BOE shall post the position as open-competitive.

EXHIBIT C

CHAPTER X: PERSONNEL POLICIES

SECTION 1. CLASSIFIED SERVICE AND REGULAR PART-TIME.

A. Defined. The Classified Service shall include all non-elective officers, full time and regular part-time employees of the City and appointees to all positions now or hereafter created except the Chief of Staff to the Mayor, the Board of Education's Director of Facilities, the Board of Education's Paraprofessionals and certified teachers and staff, those retained to make or conduct a temporary or special inquiry, task, study or investigation, and any persons employed on a temporary basis by the City.

1. **Non-certified employees assigned to the Board of Education: Transition Provision Effective July 1, 2022.** Non-certified employees working at the Board of Education shall be Board of Education employees and no longer included in the City's Classified Service after June 30, 2022.

a. **Retention of Status and Benefits.** Non-certified personnel working at the Board of Education who were unionized as of June 30, 2022, with the City will retain unionized status and establish new local unions, and all non-certified employees working at the Board of Education, including non-bargaining employees, will retain benefits in existence on June 30, 2022 unless and until otherwise negotiated.

b. **Role of the Board of Education.** The Board of Education will have sole and exclusive control over the appointment of and wages, hours, and the conditions of employment for all non-certified staff working at the Board of Education after June 30, 2022, except as provided herein.

i. After June 30, 2022, the job duties and responsibilities of the non-certified employees working at the Board of Education that existed prior to June 30, 2022, shall remain in effect and be recognized by the Superintendent.

ii. Thereafter, it will be the duty of the Superintendent to seek approval from the Board of Education on any changes made to the duties and responsibilities of the non-certified positions working at the Board of Education, including the compensation and minimum qualifications of said positions.

iii. Any negotiation of benefits on behalf of the non-certified employees working at the Board of Education that occurs after June 30, 2022, will be negotiated with the

Superintendent or designee and ratified by the Board of Education except that insurance and pension benefits must be negotiated with the Mayor and ratified by the Common Council.

- iv. The negotiation of insurance and pension benefits will occur collaboratively between the new and former locals.
- v. Non-certified employees working at the Board of Education after June 30, 2022, who are eligible to receive a pension, will be considered City employees for pension purposes and continue to be part of the City's pension plan.
- vi. After June 30, 2022, the Board of Education may only create new non-certified positions, add additional employees to existing non-certified job classifications, or reclassify non-certified positions with financial approval by the Common Council.