

# **AGREEMENT**

**Between**

**THE CITY OF MIDDLETOWN**

**-and-**

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

**July 1, 2017 to June 30, 2022**

## TABLE OF CONTENTS

PREAMBLE .....	1
ARTICLE 1 - RECOGNITION .....	1
ARTICLE 2 - NON-DISCRIMINATION .....	3
ARTICLE 3 - MANAGEMENT RIGHTS .....	3
ARTICLE 4 - UNION SECURITY AND PAYROLL DEDUCTION .....	4
ARTICLE 5 - HOURS OF WORK .....	5
ARTICLE 6 - OVERTIME.....	10
ARTICLE 7 - VACATIONS AND HOLIDAYS .....	15
ARTICLE 8 - DISCIPLINARY PROCEDURE.....	17
ARTICLE 9 - LONGEVITY .....	21
ARTICLE 10 - WAGES .....	21
ARTICLE 11 - SENIORITY .....	24
ARTICLE 12 - LAYOFFS .....	24
ARTICLE 13 - VACANCIES .....	26
ARTICLE 14 - TRAINING .....	28
ARTICLE 15 - HIRING AND PROMOTIONS.....	29
ARTICLE 16 - GRIEVANCE PROCEDURE .....	29
ARTICLE 17 - STRIKE-LOCKOUT.....	31
ARTICLE 18 - SICK LEAVE .....	31
ARTICLE 19 - SPECIAL AND PERSONAL LEAVE.....	35
ARTICLE 20 - HOSPITALIZATION, MEDICAL, SURGICAL AND LIFE INSURANCE.....	38
ARTICLE 21 - PENSIONS .....	42
ARTICLE 22 - UNIFORMS AND CLOTHING.....	43
ARTICLE 23 - SAFETY EQUIPMENT AND/OR REGULATIONS.....	44
ARTICLE 24 - TUITION REIMBURSEMENT .....	44
ARTICLE 25 - PRIOR PRACTICES .....	45
ARTICLE 26 - SAVINGS CLAUSE .....	45
ARTICLE 27 - SANITATION COLLECTION SERVICES .....	45
ARTICLE 28 – DRUG TESTING.....	46

ARTICLE 29 – MODIFIED DUTY .....	46
ARTICLE 30 - DURATION.....	48
ARTICLE 31 – MISCELLANEOUS.....	48
ARTICLE 32 – BOARD OF EDUCATION CUSTODIAL SCHEDULES.....	49
SIGNATURE PAGE.....	51
APPENDIX A – LOCAL 466 JOB CLASSIFICATION BY LOCATION & GRADE ORDER .....	52
APPENDIX B – WAGE SCHEDULE .....	56
APPENDIX C – MEDICAL PLANS .....	61
APPENDIX D – MEMORANDUM OF UNDERSTANDING .....	79

## PREAMBLE

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

## ARTICLE 1 RECOGNITION

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

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

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

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

Benefits Eligible For:

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

**B) Employees working 20 to 34 hours per week:**

Benefits Eligible For:

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

Benefits Not Eligible For:

- 1) Pension; and
- 2) Personal Days

**C) Employees working under 20 hours:**

Benefits Eligible For:

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

Benefits Not Eligible For:

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

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

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

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

## **ARTICLE 2** **NON-DISCRIMINATION**

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

**SECTION 2** Whenever the masculine or feminine of any pronoun is used in this Agreement it is understood that the reference includes both females and males.

## **ARTICLE 3** **MANAGEMENT RIGHTS**

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

subject to any grievance or arbitration proceeding except as specifically provided for in this Agreement.

**SECTION 2** In order to carry out any of the rights reserved to management pursuant to this Article, the employer may promulgate rules and regulations to be adhered to by bargaining unit employees. To the extent that the promulgation of such rules has an impact on working conditions, the parties shall negotiate about said impact as required by MERA.

#### **ARTICLE 4** **UNION SECURITY AND PAYROLL DEDUCTION**

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

**SECTION 2** It shall be a condition of employment that all employees in the bargaining unit on the sixtieth (60th) day following their initial date of hire shall either become members of the Union in good standing or pay a monthly service fee as set by the Union for the duration of this Agreement or any extension thereof.

All employees shall, as a condition of employment, sign payroll deduction cards authorizing the deduction of dues or fees no later than the sixtieth (60th) day following their date of hire.

**SECTION 3** The City agrees to deduct from the pay of all employees covered by this Agreement such membership dues and initiation fees as may be uniformly assessed by the Union. Said dues are subject to upward or downward change exclusively by the Union. When an employee does not have sufficient money due him after deductions required by law, Union dues for such deduction period shall be deducted in the first dues deduction pay period in which the employee has sufficient funds due him.

**SECTION 4** The deduction for each and any month shall be made during the second payroll week of said month and shall be remitted to the Union in the form of a check together with an alphabetized list of names of employees from whose wages such deductions have been made, as soon as practical, but not later than the last day of the same month. The obligation of the City for funds actually deducted under this section terminates upon delivery of the deductions so made to the person authorized by the Union.

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

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

**SECTION 7** The City agrees to deduct from the wages of any employee who is a member of the Union a voluntary PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the City and the Union. The City agrees to remit any deductions made pursuant to this provision promptly to the Union along with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

## **ARTICLE 5** **HOURS OF WORK**

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

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

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

### **SECTION 4**

- (A) Police and Fire Department employees' regular working hours will be determined by the Chiefs of the Departments and shall be consistent with the efficient operation of the Police and Fire Departments and the provisions of this Agreement.
- (B) Building Superintendents for the Board of Education may be required to flex their start time as early as 6:00 a.m. dependent upon weather conditions and the needs of the building. When required, the Board of Education shall make every attempt to provide a twenty-four hour (24hr) notice of the change in start time to the Superintendents.
- (C) Bargaining unit employees shall not be required to find their own replacements when requesting sick leave or unforeseen personal leave. Each department shall designate a contact person to arrange for coverage of absent employees as needed.

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

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

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

shall have the right to change such schedules to normal shifts. Any split shifts or split schedules agreed to will be defined in a memorandum of understanding.

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

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

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

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

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

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

**SECTION 14** Sections 1-14 of this Article are not applicable to school cafeteria employees. The following subsections of this Article shall govern the hours of work of said employees:

- (A) The work schedule shall be Monday through Friday subject to the cafeteria operating requirements of each particular school building; and
- (B) The regular hours for school cafeteria workers shall not be less than twenty (20) hours during the regular school week subject to the promulgated school schedule; and
- (C) Present work schedules shall remain in effect. Work schedule changes shall not be implemented absent an emergency except after proper notice and consultation with the Union; and

- (D) Whenever and wherever feasible, the supervisor for cafeteria services, shall publish a list of school cafeteria workers for each school building listing their rate of pay and hours per week of employment; and
- (E) The work year for Cafeteria Managers and cafeteria employees shall coincide, wherever practicable, with the annual school calendar schedule as promulgated by the Middletown Board of Education providing, however, that Cafeteria Managers shall work no less than one hundred eighty-five (185) days during this scheduled period; and
- (F) Cafeteria Managers shall work not less than six (6) hours per day during their scheduled work year.
- (G) Cafeteria Managers who take calls from employees outside of normal working hours and are then required to make calls to arrange for coverage for an absent employee will be paid a minimum of 1 hour of pay at the applicable pay rate.

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

**SECTION 16** It is recognized that when any administrative or clerical position at the municipal building becomes vacant the City has the right to designate such position as either a 35 (“B” Schedule) or 40 (“A” Schedule) hour position before filling the position.

**SECTION 17** Flex time shall be granted as follows to members of the bargaining unit:

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

**SECTION 18** The position of Parent Resource Coordinator shall be authorized to work a flexible work schedule based upon thirty-five (35) hours per week in order to be available to the community at large during non-traditional work hours. The flex hours for this position shall allow the employee to work split shifts to accommodate evening meets. Flex hours for the

Parent Resource Coordinator shall be approved by the immediate supervisor and the requests shall not be unreasonably denied.

**SECTION 19** The position of Youth Worker shall be authorized to work a flexible work schedule based upon forty (40) hours per week in order to be available to the community at large during non-traditional work hours. The flex hours for this position shall allow the employee to work split shifts to accommodate evening meetings and programs. Requests for non-traditional hours by the supervisor cannot exceed three (3) per month and must be preceded by a minimum two (2) week advanced notice. The employee may on his or her own agree to additional evening, weekend, or requests with less than two (2) weeks' notice may occur, but is not required to under this Agreement. Flex hours for the Youth Worker position shall be approved by the immediate supervisor and the requests shall not be unreasonably denied. Said flex time must be used within fourteen days (14) of receiving. Any flex time not used in accordance with this section will be forfeited.

**SECTION 20** All school nurses shall work 7.5 hours per day with a ½ hour paid lunch for a total of 8 hours per day. The schedule for school nurses for each school in the district shall be as follows:

- (A) Elementary schools: 8:15 a.m. to 4:15 p.m.
- (B) Middle Schools (sixth to eighth grade): 7:30 a.m. to 3:30 p.m.
- (C) Middletown High School: 7:00 a.m. to 3:00 p.m.
- (D) Mercy/Xavier High Schools: 7:30 a.m. to 3:30 p.m.

**SECTION 21** Except for CNAs, the district-wide floater nurse, and the School Nurse at Middletown High School who already has an extended school year per hire letter (note - if this position does not retain extra days in the future, the individual filling that position will be entitled to the additional summer and beginning of school year hours set forth herein), school nurses must work a total of twelve (12) hours between July 1st and August 15th for purposes of reviewing and updating student files and for contacting parents in advance of the school year. In addition, except for the positions specifically excluded in the first sentence of this Section, school nurses must work the following hours prior to convocation: Elementary school nurses must report to work one (1) day prior to convocation and Middle School and High School Nurses must report to work two (2) days prior to convocation to prepare for the beginning of the school year.

**SECTION 22** Nurses that Work at Mercy and Xavier: Once the parochial calendar is set and during the normal parochial calendar year, if those schools are closed for non-emergency purposes and the Middletown Public Schools are open, those nurses must call either the School Health Supervisor or Pupil Services to check in on those days. If the nurses are needed to provide medical care at any other school in the district in which there is a vacancy, they will report to that school. If there is no such need, they will report to work to complete paperwork.

**SECTION 23** The weekly stipend for all union members who are employees of the Water & Sewer Departments and are required to wear a pager and be subject to call shall be three hundred dollars (\$300.00). For all new employees hired on or after July 1, 2004 the weekly stipend shall be one hundred and fifty (\$150.00). If an employee, for any reason, is required to wear a pager

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

- (A) All Union members who are employees of the Water & Sewer Departments and who are eligible, as determined by the immediate supervisor, to wear a pager and be subject to call, will self schedule themselves for the weekly subject to call rotation under the direction of the immediate supervisor. All eligible Union members will be able to self schedule themselves on the available weekly subject to call rotation four weeks into the future from the schedule currently in effect at that time. Any switching of the week scheduled by an employee with another employee must be reported to that employee's immediate supervisor and recorded. If the Union members fail to self schedule for all of the available weekly subject to call rotation in the manner prescribed, as may be amended by the parties, or find an employee with which to switch on a scheduled week, the Director or his/her designee will order the least senior eligible employee, having the greatest interval since last serving as the subject to call employee, to be the subject to call employee for the unscheduled week or part thereof. It is hereby agreed and understood by and between the parties that the subject to call rotation is not required to be equalized among the members of the bargaining unit who hold the same job classification within the Water & Sewer Departments as required with overtime under Section 2 of Article VI of the current Collective Bargaining Agreement between the parties.
- (B) All Union members who are not eligible for the available subject to call in their respective division will be trained to be eligible for the available subject to call rotation. One Union employee within the Sewer Department will be eligible each week for the available subject to call rotation in that division. It is understood and agreed that the Union employees working within Sewer Maintenance of the Sewer Department will be trained to be able to respond to issues within the Sewer Plant operations and likewise the Sewer Plant Operators will be trained to respond to issues within sewer maintenance operations while that employee is the eligible person on the subject to call rotation.
- (C) All Union members who are assigned a computer while required to be the employee subject to call shall be paid an additional weekly stipend of twenty-five dollars (\$25.00) or one-seventh (1/7<sup>th</sup>) of twenty-five dollars (\$25.00) or three dollars and fifty-seven cents (\$3.57) for each day that the employee was required to be subject to call and assigned a computer for on-line time to assess alarms. An employee will not be eligible for overtime unless that employee must physically report to the City's facilities. The Union employees assigned a City computer will be required to follow the City's Computer Use Policy and to sign a statement that the employee has received a copy of the same.

- (D) Union employees who are subject to call will be assigned telecommunications equipment during the period that that employee is subject to call. The assigned equipment may include but is not limited to a pager and/or cellular telephone. The employee is responsible for the care and custody of the assigned equipment and shall ensure that such equipment is charged and is available at all times during the period that the employee is subject to call. Union members assigned a cellular telephone, while required to be subject to call shall execute the Cellular Phone Use Policy.
- (E) From time to time, the City may require that a second (2<sup>nd</sup>) employee within the Water Sources division of the Water & Sewer Departments, who is deemed to be eligible by holding the class license required for the water treatment facilities, to be a second (2<sup>nd</sup>) and subordinate responder to the employee who is required to be the subject to call employee. The second subject to call employee will be called only in the event that the subject to call employee is incapacitated, incommunicado, or engaged in an emergency response which requires the assistance of the second subject to call employee or is required to respond to a second emergency at the water treatment facilities. When so designated, the second subject to call employee will be paid a weekly stipend of one hundred and fifty dollars (\$150.00) or, if required to work a portion of the week, at the rate of one-seventh (1/7<sup>th</sup>) of one hundred and fifty (\$150.00) or twenty-one dollars and forty-three cents (\$21.43) per day for each day that the second employee was required to be subject to call. Eligible employees will volunteer to be the second (2<sup>nd</sup>) subject to call responder. If no eligible employee volunteers, the Director or his/her designee shall direct the least senior eligible employee, having the greatest interval since last serving as the second subject to call responder to be the second subject to call responder for that week or part thereof.

**ARTICLE 6**  
**OVERTIME**

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

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

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

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

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

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

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

- (A) Snow and Ice Assignments
  1. Annually, prior to November 1, the City shall designate those employees having a snow and ice control or removal assignment or related assignment. Employees whose normal duties are not related to snow and ice control or removal work shall not be designated for such assignment.
  2. Where the City requires additional personnel for snow and ice control work, it shall poll its bargaining unit employees, other than those who have traditionally not had such assignments, prior to November 1 of each year to determine their willingness to volunteer for snow and ice control or removal work or related assignments. Each volunteer selected to work snow and ice control and related assignments shall have that assignment for the entire snow and ice control or removal season (November 1 through April 30) and will also be expected to be available for the entire snow season.
  3. In the event that a storm starts during the regular workday and continues beyond the regular work hours, each employee with a snow and ice assignment who is needed will be expected to continue to work.
  4. There is no standby requirement for employees with a snow and ice assignment. No employee will be subject to disciplinary action for failing to remain at home awaiting notice to report for emergency snow and ice work. However, if an employee is contacted by his/her supervisor and he/she fails to report, he/she may be subject to disciplinary action.

5. Employees who sign up for snow and ice control or removal assignments shall be allowed to “pass” one (1) snow/ice event during the assigned snow season without discipline. Failure to appear for each designated snow may subject the employee to discipline.
6. An employee engaged in extended work or operations shall be entitled to a three (3) hour rest period without loss of pay or benefits after working seventeen (17) consecutive hours, except when the 17<sup>th</sup> hour coincides with release from duty upon completion of that employee’s normal work shift. The rest period shall be three (3) consecutive hours. Meal breaks, coffee breaks or other rest breaks or release time of less than three (3) hours shall be considered as time worked for purposes of determining the consecutive hours worked by the employee.
7. In general, some of the employees shall begin the rest period during the 17<sup>th</sup> hour unless conditions dictate otherwise. No employee shall be required to work more than twenty-one (21) consecutive hours without beginning the rest period. If an eligible employee, as described above, is released from duty without having received this rest period, he/she shall receive three (3) hours of pay. If an eligible employee is released from duty without having received the full rest period, he/she shall be paid for the remainder of the rest period.
8. The rest period shall, in general, not be scheduled during peak traffic hours as determined by the City. Conditions permitting, supervisors may, whenever possible, schedule employee rest periods during the hours between 10:00 p.m. and 4:00 a.m. to ensure the maximum benefit of the rest period to employees.
9. An additional one (1) hour of rest time may be granted by management based upon the duration and conditions applicable to the weather event.
10. Members of the Water and Sewer Departments shall be allowed to participate in the Snow and Ice assignment if the designated person is subject to call for their division. Any member of the Water and Sewer Departments, who is plowing snow for Public Works and receives an emergency call for Water & Sewer, shall immediately report to and attend to the Water & Sewer emergency. Members of the Water and Sewer Departments acknowledge that if they accept a Snow and Ice assignment and are paged for a Water and Sewer emergency, they will be expected to attend to that emergency.

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

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

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

of Education. Should the City remove the reimbursement of meals during weather related events, this section shall not preclude the Union from filing a past practice grievance.

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

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

**SECTION 9 Order In Process**

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

## **SECTION 10 Order In**

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

**SECTION 11** In the Parks and Recreation Department, when there are insufficient volunteers for overtime, the City will make such overtime available to all qualified members of the bargaining unit, provided anyone who accepts such overtime opportunities shall be paid at the rate of the job involved, and shall not be charged or credited with such overtime for equalization purposes.

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

**SECTION 12** In the event that the Board of Education has a need for any security related duties to be performed at any school event or sporting event that is held after normal school hours, such work shall be first offered to the employees in the Campus Security Officer classification. This section shall apply to events held on or off Middletown school property. Security duties shall include, but not be limited to all duties described in the job description for Campus Security Officers. When applicable, it is understood by the Union that this section may be waived for the hiring of Police Officers.

## **ARTICLE 7** **VACATIONS AND HOLIDAYS**

### **SECTION 1 – ELIGIBILITY AND ALLOWANCES**

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

### **SECTION 2 - VACATION PAY**

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

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

### **SECTION 3 - CHOICE OF VACATION PERIOD**

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

**SECTION 4** If a holiday occurs during the calendar week in which a vacation is taken by an employee, the employee's vacation period shall be extended one additional workday.

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

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

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

**SECTION 5(A)** Holidays for Civilian Dispatchers in the Central Communications Department shall be modified to provide that dispatchers shall receive holiday pay for the days the holidays actually occur, in addition to the applicable holiday overtime rate. When a holiday occurs during a dispatcher's normal day off, the dispatcher shall receive an additional day's pay for that week.

**SECTION 6** When an employee works on a holiday, he shall be compensated, in addition to the compensation recited in Section 5 above, at the rate of time and one-half the employee's regular hourly rate of pay except, however, that an employee working on New Year's Day, Christmas, Thanksgiving, Easter, Independence Day, Memorial Day, and Labor Day shall be compensated at the rate of double time the employee's regular hourly rate of pay. The holiday for pay purposes shall be the observed holiday and not the actual holiday except, however, for the following holidays: New Year's Day, Christmas, Thanksgiving, Easter, Independence Day and Labor Day, all of which holidays for pay purposes shall be the actual holidays.

**SECTION 7** Whenever the holidays, supra, fall on a Sunday, the following Monday shall be observed as the holiday. Whenever the holidays, supra, shall fall on a Saturday, the preceding Friday shall be observed as the holiday. Holiday schedules shall be promulgated by the City within thirty (30) days after the start of the fiscal year.

**SECTION 8** Employees working beyond their regular daytime hours on Christmas Eve or New Year's Eve shall be compensated at the rate of double time the employee's regular hourly rate of pay. Any employee called in outside his/her regular hours on Christmas Eve or New Year's Eve shall be paid a four hour minimum at double time. Employees working second shift shall be paid double time for all hours worked on Christmas Eve and New Year's Eve. For purposes of this section, if the majority of an employee's work hours fall between 4:00 p.m. and midnight, he/she is a second shift employee.

**SECTION 9** Any carryover of vacation time into the next year shall not exceed a lifetime accumulation of eight (8) weeks. Any employee who exceeds the eight (8) week maximum and does not qualify to cash out vacation time in accordance with Section 3 shall forfeit the amount exceeding eight (8) weeks.

## **ARTICLE 8** **DISCIPLINARY PROCEDURE**

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

**SECTION 2** In the event a serious matter involving an allegation of misconduct occurs with an employee and there is the potential that an employee must be put out on paid or unpaid Administrative Leave, the relevant Department Head or the appropriate administrator at the

Middletown Board of Education, will bring such issue forward to the Director of Human Resources as soon as reasonably practical. The Director of Human Resources shall review the matter and consult with the Mayor upon receiving notification of the issue. Only the Mayor may authorize paid or unpaid administrative leave.

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

Initial Need for Consultation

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

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

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

Action

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

- a. The supervisor will issue a verbal reprimand which shall be documented by memorandum and placed in the employee's Personnel File.
- b. If subsequent to the verbal reprimand, the action or inaction continues by the employee, the supervisor will issue a written reprimand to the employee.
- c. At that point, the supervisor will warn the employee that another occurrence or, in the event of inaction or nonperformance, such inaction or nonperformance continues, will result in more severe disciplinary action being taken, up to and including termination.
- d. The supervisor will prepare and forward to the Human Resources Division a memorandum describing the initial incident along with the present incident with a summary of the action taken during the meeting with the employee.
- e. All documents regarding disciplinary action, except the initial consultation notice, will be kept in the employee's Personnel File in the Human Resources Division.

### Additional Occurrences

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

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

**SECTION 4** The progressive disciplinary procedures described in Section 3 herein may be applied to an employee who is experiencing a series of unrelated problems involving job performance and/or behavior. There need not be a repetition of previous violations for an employee to be disciplined progressively. In situations where serious misconduct has occurred or, in the alternative, serious neglect of duty, the progressive disciplinary procedures set forth above may be waived and more severe disciplinary actions, as described in Section 3 above, may be imposed immediately.

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

- (A) The City used reasonable progressive discipline.
- (B) It is decided by an Arbitrator, pursuant to Article 16 Grievance Procedure that the just cause for which the employee was terminated was sufficient to deprive the employee of these benefits.
- (C) The City proves by a preponderance of the evidence that the pension is subject to forfeiture resulting from an employee who is convicted of a criminal felony due to employee corruption through wanton and willful misconduct in regards to the employee being involved in illegal activities while performing their specific job duties. Criminal acts performed outside of an employee's job duties shall not constitute grounds for the forfeiture of pension benefits.
- (D) The employee has the right to appeal a termination of pension and medical benefit loss to all applicable Courts. Bargaining unit members who are receiving retiree benefits are not subject to the loss of pension or health insurance benefits through these stated procedures.

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

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

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

- (A) Notice shall be in writing with a copy to the Union.
- (B) State the charges.
- (C) State the acts or omissions upon which the charges are based.
- (D) State the discipline imposed and the effective date or dates.

(E) State the employee's right to appeal the action through the grievance procedure. Serious discipline, involving termination or suspension of ten (10) or more working days, may be submitted directly to the State Board of Mediation and Arbitration or to the American Arbitration Association.

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

## **ARTICLE 9** **LONGEVITY**

**SECTION 1** All employees working 20 hours or more in the classified service including all bargaining unit employees assigned to the Board of Education will receive one last longevity payment according to the following schedule upon ratification of this Agreement for fiscal year 2017. Thereafter, this Section of the Agreement shall be removed and will no longer have any force and effect. Longevity payments will cease after this final payment is made in fiscal year 2017.

- (A) \$250.00 longevity payment after seven (7) years of service;
- (B) \$350.00 longevity payment after eleven (11) years of service;
- (C) \$450.00 longevity payment after seventeen (17) years of service;
- (D) \$550.00 longevity payment after twenty-two (22) years of service.

## **ARTICLE 10** **WAGES**

**SECTION 1** The pay rates and pay ranges for job classes in the bargaining unit as of June 30, 2017 shall be as prescribed in Appendix A and B attached hereto.

Effective upon ratification of this agreement, the wage rate at each step and at each salary grade of the salary schedule in effect on June 30, 2017 shall increase by 2.0%. This wage increase will not be applied retroactively; the wage increase will begin the day after ratification of this Agreement.

Effective July 1, 2018, the wage rate at each step and at each salary grade of the salary schedule in effect on June 30, 2018 shall increase by 2.5%.

Effective July 1, 2019, the wage rate at each step and at each salary grade of the salary schedule in effect on June 30, 2019 shall increase by 2.5%.

Effective July 1, 2020, the wage rate at each step and at each salary grade of the salary schedule in effect on June 30, 2020, shall increase by 2.5%.

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, shall increase by 2%.

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

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

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

If an employee has worked in a higher classification for forty (40) hours or more, whether consecutive or on an accrual basis, such employee shall be paid the rate for that classification retroactive to the beginning of such assignment. A supervisor must attest to the Director of Human Resources that an employee has been required to work in a higher classification for elevation of salary to occur. If an employee feels that the Supervisor has not properly assigned the higher classification rate of pay, he/she may appeal directly to the Director of Human Resources. The Director of Human Resources' decision shall be final. Any appeal after the denial by the supervisor must be made in writing five (5) days from working the assignment to the Director of Human Resources.

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

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

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

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

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

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

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

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

## **SECTION 8**

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

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

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

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. The alignment between the jobs does not appear to reflect their appropriate relative value under the classification review.

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

1. Forms for the submission of upgrading requests by bargaining unit staff;
2. Documents to be submitted with requests
3. Uniform methods for evaluating changes in duties and compensation.

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

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

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

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

**SECTION 9** Effective July 1, 2005 all eligible Board of Education and City custodial staff whose assigned shift begins 1:00 p.m. and before 6:00 a.m. shall be entitled to a night shift differential. The shift differential shall be paid for hours worked but not for vacation, sick or personal time or other paid leave. The shift differential shall apply to employees regularly assigned to qualifying shifts and not apply to additional hours of work, which may extend into such shifts and/or are not part of such shifts. The rate for night shift differential shall be fifty cents (\$.50) per hour.

## **ARTICLE 11** **SENIORITY**

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

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

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

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

## **ARTICLE 12** **LAYOFFS**

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

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

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

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

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

An employee electing the option to bump must submit his/her request in writing to the Department head and the Director of Human Resources within ten (10) working days of receipt of notice of layoff. Upon a decision to bump, the Department head shall reassign the employee to the lower classification if the employee meets the requirements as set forth above.

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

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

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

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

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

### **ARTICLE 13** **VACANCIES**

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

- (A) The standard procedure for filling vacancies will be a citywide posting by the Human Resources Division of the Office of the General Counsel, which will solicit transfers and/or departmental promotions and/or citywide promotions simultaneously.
- (B) The order of preference for filling vacancies consistent with the other sections of this article is:
  1. Qualified employees on layoff within the past two years may only apply for job grades equal to or less than original jobs.
  2. Transfer/demotion within the department (including accommodations under ADA);\*
  3. Promotion within the department;\*\*
  4. Transfer/demotion within the City (including accommodations under ADA);\*
  5. Promotions within the City;\*
  6. Hiring outside the bargaining unit.

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

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

**SECTION 2** Permanent employees may be assigned to temporary positions of a comparable nature where such assignments involve neither promotion nor demotion. Assignments of permanent employees to temporary positions shall be by seniority. For the purpose of this section, bidding by seniority will be used. If this fails, the reverse order of seniority may be employed. Any permanent employee so assigned shall return to his former position when the temporary position is discontinued.

**SECTION 3** The City's Human Resources Division of the Office of the General Counsel will notify the head of the department where the vacancy exists if there is interest by employees in other departments in transferring. A list of those employees wishing to be transferred will be forwarded according to seniority. A certification list shall include no more than five names. The department head will interview the employees referred and, if he/she finds one or more satisfactory, will notify the appointing authority in writing. A department head shall make his/her decision within three weeks of the receipt of the list. If the employees so referred are rejected by the department head or if no employees are available for transfer, the authorized City agency will proceed to fill the vacancy according to the regular procedure. No person shall be transferred who does not possess the minimum qualifications.

**SECTION 4** For transfers to vacancies within the same division, the department head will select the most senior employee who has applied for transfer and who meets the qualifications for the position. The employee so transferred will serve a trial period of thirty (30) working days.

**SECTION 5** The parties to this agreement recognize that the principal factors in job assignments are the efficiency and integrity of the government of the City of Middletown.

**SECTION 6** Proper consideration to seniority, physical condition and personal hardship shall be given in making assignments that are not promotional.

**SECTION 7** An employee reclassified to a lower job classification in accordance with the terms of this Agreement or the personnel rules and regulations shall receive the wage and step level of the lower job classification which is closest to, but does not exceed, the last wage received in his/her former job classification.

**SECTION 8** Qualification examinations for any position to be filled shall be administered within fifteen (15) days after the closing date of said examination unless unusual circumstances, including but not limited to acts of God, budget or financial circumstances, sickness, etc., prevent otherwise and the position is to be filled within thirty (30) days thereafter, provided an applicant has met all the necessary qualifications.

**SECTION 9** Employees who are transferring from one department or division to another or who are promoted shall serve a probationary period in the new position of sixty (60) working days. If the employee fails to demonstrate, within the probationary period, that he or she can satisfactorily perform the job, the City will return the employee to his former position or, in the event the former position no longer exists, then to a comparable position with no loss of seniority. Failure to pass the probationary period shall not be subject to the grievance procedure. During any such probation for a transfer or a promotion each affected employee will receive adequate orientation as to procedures for the new position.

**SECTION 10** Any employee who is injured or disabled in the performance of his duties and who reaches the point of maximum recovery but is unable to perform his/her assigned duties and has less than twenty-two (22) years of service to the City first may be offered a vacant position elsewhere in the City for which he/she is qualified and which can accommodate his/her disability. If no applicable work is available in the City or the employee declines the alternative employment, he/she shall be retired on a disability pension should the employee qualify for same

or be separated from City service. A disability is defined as a statement by a medical physician in the approved medical care plan which disqualifies an employee from performing one or more essential duties, or a portion thereof, contained within a job description.

**SECTION 11** Administration will have the right to temporarily transfer a nurse from a school where there are multiple nurses on duty, so that the nurse can provide medical care at any other school in the district where there is a vacancy. Before doing so, the administration/City shall alert the Union.

## **ARTICLE 14** **TRAINING**

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

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

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

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

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

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

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

**ARTICLE 15**  
**HIRING AND PROMOTIONS**

**SECTION 1** The City and the Union shall recognize and adhere to all provisions of ordinances, laws, appropriate manuals and the Personnel Rules and Regulations of the City of Middletown with respect to hiring and promotions unless superseded by the terms of this Agreement. The City and the Union recognize that residency is not a requirement for employment.

**ARTICLE 16**  
**GRIEVANCE PROCEDURE**

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

**SECTION 2** A grievance for purposes of this procedure shall be considered to be an employee or Union complaint concerned with:

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

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

**SECTION 3** Any dispute or grievance shall be handled as follows:

Step 1 - The aggrieved employee, with or without his/her union representative, shall state in writing his/her case to the head of his/her department or designee within twenty (20) working days of his/her knowledge of the incident. The head of the department will attempt to settle the dispute and give an answer within five (5) working days.

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

representative. Failure of these parties to attend the hearing will result in dismissal. The Director of Human Resources shall render a written decision within ten (10) working days subsequent to the date of the meeting.

Step 3 - If the grievance is not resolved at Step 2 either party may submit it to the State Board of Mediation and Arbitration, or in cases of serious discipline, those cases involving termination or suspension of ten (10) days or more, the matter may be submitted to the American Arbitration Association at the City's discretion. If the City elects to submit the matter to A.A.A., the City will pay the total cost of the Arbitrator. Any matter submitted to either the State Board or A.A.A. shall be submitted within twenty (20) working days following receipt of the Director of Human Resources' decision and the decision of either the Board or A.A.A. shall be final and binding upon all parties.

The following termination cases must be submitted to the American Arbitration Association: 1) Where the employee has been terminated through conviction of a criminal felony due to the employees corruption through wanton and willful misconduct in regards to the employee being involved in illegal activities while performing their specific job duties and now faces forfeiture of pension benefits and 2) where the employee is eligible for health insurance benefits upon retirement as outlined in Article 20 and now faces forfeiture of those health insurance benefits as the result of his/her termination under the provisions of Article 8 Section 5. The Arbitrator, in these specific instances, will have the authority pursuant to the terms of this Agreement, to decide not only if there was just cause for the termination but if the just cause was sufficient to deprive the employee of the pension and health benefits for which the employee was eligible under the terms of this Agreement. The City agrees to pay in full the cost of A.A.A. for termination cases involving forfeiture of benefits.

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

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

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

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

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

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

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

**ARTICLE 17**  
**STRIKE - LOCKOUT**

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

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

**ARTICLE 18**  
**SICK LEAVE**

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

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

**SECTION 2**

- (A) Sick leave shall accrue for permanent full-time employees at a rate of one and one-quarter (1.25) working days for each complete calendar month of service until the end of the fiscal year.

- (B) Regular part-time employees will accrue a prorated share of sick leave for each calendar month of service until the end of the fiscal year; including those employees that work the full school year. A working day for the purposes of this section shall mean the number of hours the employee is normally assigned to work
- (C) Notwithstanding any other provisions of this agreement, permanent full-time cafeteria workers shall be credited with sick leave with pay at the rate of one and one-fourth (1 1/4) working days for each completed calendar month of service for ten months per year (September - June) to a maximum of twelve and one-half (12 ½) days per year. Unused sick days for this group of employees shall be accumulated from fiscal year to fiscal year.
- (D) Unused days of sick leave with pay shall be accumulated from fiscal year to fiscal year and may be used for the purpose specified herein, if and when needed.
- (E) Sick leave will not accrue for any month the employee is on a leave of absence without pay for more than five (5) consecutive working days.
- (F) Sick leave shall accrue for the first six (6) months in which an employee is on worker's compensation. Sick leave will not accrue after six (6) months of absence from work due to worker's compensation.
- (G) No credit for sick leave will be granted due to work performed by an employee in excess of his normal workweek.
- (H) Sick leave shall continue to accrue during vacation time but will not accrue for any month an employee is on a leave of absence with pay or authorized sick leave.
- (I) Employees will be paid annually, at the employee's option, for thirty (30) percent of the sick leave earned but not taken in the previous fiscal year. Sick leave for which an employee receives compensation under this subsection will not be added to the employee's accumulated sick leave balance.

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

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

- (1) A full-time employee shall be credited with three (3) personal days at date of hire or transfer from part-time to full-time, if he/she is hired or transferred between July 1 and October 31.
- (2) A full-time employee shall be credited with two (2) personal days at date of hire or transfer from part-time to full-time, if he/she is hired or transferred between November 1 and February 28 (or February 29 if there is a leap year).

- (3) A full-time employee shall be credited with one (1) personal day at date of hire or transfer from part-time to full-time, if he/she is hired or transferred between March 1 and June 30.
- (4) On each July 1 thereafter, all full-time employees shall receive three (3) personal days per fiscal year.

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

**SECTION 4** Employees will, when requested, provide their department head and the Human Resources Division with a medical certificate on a form prescribed by the Human Resources Division and signed by a licensed physician if any employee is absent from work on sick leave for more than three (3) consecutive working days.

- (A) Medical certificates or signed statements from employees may be required when an abuse of sick leave is suspected by the employee's Department Head or by the City's Director of Human Resources. Factors to be considered by the Department Head and Director of Human Resources are as follows:
  - 1. Frequent or habitual absences; and/or
  - 2. When, as a result of the employee's use of sick time, the Director of Human Resources or the Department Head identifies a significant change in job performance; and/or
  - 3. In cases where an employee is absent for a period of twenty (20) consecutive working days or more, the City may require, in addition to the medical certificates required above, a second opinion from another licensed physician designated and paid for by the City.

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

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

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

- (A) Qualified unpaid Family Medical Leave
- (B) Sick leave extensions granted under Section 9 of this Article
- (C) Approved unpaid leave granted under other provisions of the agreement or through Memorandum of Understanding
- (D) Bargaining unit employees assigned to the Board of Education who are not paid for school breaks

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

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

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

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

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

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

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

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

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

**ARTICLE 19**  
**SPECIAL AND PERSONAL LEAVE**

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

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

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

- (D) **Educational Leave of Absence** - Employees who desire to continue their education in preparation for added responsibilities with the City of Middletown may be granted an Educational Leave of Absence.

- (E) **Public Service Leave of Absence** - Employees who desire to accept temporary employment in Federal or State government or with an organization devoted to community betterment may be granted a public service leave of absence.

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

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

**SECTION 3B** In the event the funeral for a member of the immediate family is out of state, an extra day, or as many as is deemed necessary as approved by the Mayor or his/her designee, of leave shall be allowed.

**SECTION 3C** An employee shall be entitled to one (1) day off per year with pay to attend the funeral for individuals not listed above at the Department Head's discretion, subject to reasonable staffing requirements.

**SECTION 4** Employee's returning from an unpaid Leave of Absence will be reinstated to their same job or one of similar status and pay provided the City's circumstances have not changed to the extent that it would be impossible or unreasonable to provide reinstatement. If the same job or one of similar status or pay is not available, reinstatement may be deferred until the position is available and the employee will be granted a preference in recall.

**SECTION 5** 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 6** No sick time, vacation, personal time or seniority will accrue while an employee has been granted a Leave of Absence under Section 1. For purposes of medical benefits, employees granted leave under this rule may purchase medical benefits at the employee's expense for the period of the approved leave.

**SECTION 7** The size of the Union's negotiating committee may be regulated by the Union's Executive Board, however, the City will grant a leave from duty with pay up to a maximum of eight (8) members of the Union.

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

**SECTION 9** A maximum of two (2) members of the Union, in addition to the grievant, will be granted leave from duty to process grievances. In addition, the City will allow a reasonable number of employees to attend hearings for the purpose of providing testimony.

**SECTION 10** Cafeteria, Campus Security employees and secretarial, clerical, administrative and nursing employees of the Board of Education shall receive up to four (4) paid snow days per fiscal year. In the event that school is cancelled due to weather more than four (4) times in one fiscal year, secretarial staff at the Board of Education shall be paid their regular pay for each such day.

**SECTION 11**

- (A) An employee who becomes sick or disabled due to pregnancy or childbirth shall be entitled to leave in accordance with applicable State and Federal statutes.
- (B) Employees shall not be precluded from using accrued vacation or personal leave during periods of childbearing leave.
- (C) Subject to a physician's statement that the employee is physically unable to return to work, employees shall not be precluded from using accrued sick leave during periods of childbearing leave.
- (D) Nothing in this Article shall be construed as creating the right to childbearing or paternity leave.

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

**Purpose**

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

### Confidentiality

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

### Procedure for Referral

1. The employee may call the EAP directly for self-referral.
2. The Supervisor may make a referral when an employee's performance is affected.

### Responsibilities

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

## **ARTICLE 20** **HOSPITALIZATION, MEDICAL, SURGICAL AND LIFE INSURANCE**

### **SECTION 1**

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

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

The health plan also includes a prescription drug benefit that requires co-pays for a thirty (30) day supply of at the drug store for \$5 generic, \$20 preferred brand, and \$35 non-preferred brand. The following co-pays shall apply for a 90 day supply through mail order: \$10 generic, \$40 preferred brand, and \$70 non-preferred brand. The prescription drug benefit shall include mandatory generic. If a member requests a brand name medication when a generic equivalent is available, he/she will pay the difference in cost

between the brand name and the generic unless his/her doctor determines that it is medically necessary for the member to take the brand name medication. In the case of medical necessity, the physician must seek prior approval for the mandatory generic exception from the City's pharmacy benefit manager ("PBM"). In addition, the "Preferred National (closed) Formulary, which will be updated annually, will apply.

Bargaining unit employees shall contribute thirteen (13%) percent of the actual premium cost for plan coverage during fiscal year 2017. On July 1, 2018 and thereafter, the bargaining unit employees shall contribute fourteen percent (14%) of the actual premium cost for plan coverage.

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

**SECTION 2** The City shall provide for employees hired prior to March 12, 2011, forty nine thousand dollars (\$49,000) in term life insurance. This benefit shall be at no cost to the employee. Upon retirement the benefit to the employee shall not be reduced.

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

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

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

**SECTION 5** Non-Pension Employees

- (A) For all non-pension employees hired prior to June 30, 2009, the City shall provide to them post-employment medical benefits after they have completed fifteen (15) years of continuous service.
- (B) This group of employees shall have post-employment medical benefits provided to them based upon the applicable terms and conditions as set forth in Article 20 of the contract between the City and the Union.
- (C) All part time hires into the bargaining group after June 30, 2009 who are not part of the pension system shall not have post-employment medical benefits upon separation of city service as defined above.
- (D) Any employee who was hired during this period as part time but has since become a full time employee shall be eligible to receive post-employment medical benefits upon separation of city service as defined in this Agreement.

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

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

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

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

(B) Employees hired after ratification of the 2017 Agreement shall, upon retirement, be provided the same health insurance coverage as active employees, subject to the same limitations and payments as may be amended from time to time. All pensioners, age sixty-five (65) and older who are eligible for Medicare Parts A & B shall be provided coverage under the federal Medicare Supplement program. Such coverage may be amended from time to time by the federal government. The federal Medicare Supplement program shall be supplemental to Medicare. Employees hired after March 12, 2011 must have at least twenty (20) years of City service to be eligible for health insurance benefits upon retirement. The premium cost-sharing obligation for the retiree shall be based upon age on date of retirement.

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

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

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

(C) Upon the death of the retiree, the spouse may continue his/her medical coverage subject to all the same terms, limitations and payments applicable to active employees as said terms, limitations and payments may be amended from time to time. The premium cost sharing obligation for the surviving spouse will be the same percentage as applied to active employees under Section 6 (B) or (c), as applicable, of this Article, as may be amended from time to time.

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

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

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

**ARTICLE 21**  
**PENSIONS**

**SECTION 1** Subject to the provisions of this Article, only full-time employees will be entitled to pension benefits. The Pension benefits shall be as provided for in the "Employees' Pension Fund of the City of Middletown" as constituted on June 30, 1991, except as modified as follows:

- (A) The highest three (3) years of service shall be the basis of the computation of pension benefits.
- (B) The minimum number of years required for vesting shall be ten (10) years. Anyone who shall receive a vested benefit based on the minimum of ten years of service, but less than twenty (20) years of service, shall be eligible to collect such benefits at age sixty-five (65). No employee who vests with less than fifteen (15) years of service shall receive any insurance benefits upon receiving a pension benefit based on the vested rights.
- (C) In those cases where a member of the pension plan leaves the employment of the City after twenty (20) years of service, he/she shall be eligible to receive a pension benefit on the earliest date on which he/she could have normally retired had he/she remained in the service of the City or may elect to have paid to him or her an amount equal to his/her contributions plus regular interest compounded annually as provided for in Section 5 of the Pension Plan.
- (D) School cafeteria employees are not covered by the "Employees' Pension Fund of the City of Middletown." They are covered by Social Security.
- (E) Those members of the Union who, at time of retirement desire their spouse to collect an amount greater than fifty percent (50%) of pension benefits due, may have said spouse receive such benefits but, in such case, the employee's own pension benefit will be reduced actuarially by the amount above the fifty percent (50%) received by said spouse.
- (F) The City will make available to employees, pursuant to Internal Revenue Services Code 414(h) (2), the opportunity for each member to defer, for federal income tax purposes, income received during the calendar year in an amount equal to the employee's contribution to the pension program.
- (G) The pension benefits multiplier shall be two and one-quarter percent (2 1/4%) for each year of credited service times the employee's final average earnings.

- (H) Irrespective of any other provision of the Employees Pension Fund, employees who retire with twenty-two (22) or more years of credited service shall be eligible for retirement for superannuation under the provisions of said plan.
- (I) The City will be responsible for any funding that is needed in excess of the employees' six (6) percent contribution as determined by the "Fund's" actuaries.

**SECTION 2**

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

**SECTION 3** If an employee has worked for the City or one of its department under the CETA program, has worked for the City or one of its departments as a temporary employee for more than ninety (90) days, or leaves the employment of the City and returns within eighteen (18) months, he/she will be allowed to buy back time at the determined actuarial rate in order to receive credit for prior service. The cost for such actuarial service shall be borne by the employee.

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

**ARTICLE 22**  
**UNIFORMS AND CLOTHING**

**SECTION 1** Beginning on July 1, 2017, the City shall provide the following division employee's with an annual allotment of three hundred and fifty dollars (\$350.00) to purchase clothing, safety shoes, and rainwear: Public Works (Maintenance); Water & Sewer (Maintenance) Parks & Recreation (Maintenance); Custodial personal employed by the City or the Board of Education; Campus Security Officers and Board of Education maintenance staff. Safety shoes are defined as shoes which meet OSHA requirements for footwear protection. Employees shall be responsible for coming to work in appropriate apparel as defined by their Department Head. Clothes should be clean and in good repair.

**ARTICLE 23**  
**SAFETY EQUIPMENT AND/OR REGULATIONS**

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

**SECTION 2** Cafeteria workers who are mandated by the Board of Education to take a class on safety of food handling and pay for the cost of the class shall be reimbursed for the cost of the class.

**SECTION 3** 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 alternatives from the Union's Executive Board to serve on the Mayor's Safety Committee. Two of the named individuals must attend all meetings of the Committee. No overtime wages will be paid for attending meetings or participating in Safety Committee activities.

**ARTICLE 24**  
**TUITION REIMBURSEMENT**

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

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

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

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

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

**SECTION 3** The reimbursement per credit shall be as follows:

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

**ARTICLE 25**  
**PRIOR PRACTICES**

**SECTION 1** The City and Union agree that all prior memoranda and/or letters of understanding not discussed and specifically incorporated into this Contract are null and void.

**ARTICLE 26**  
**SAVINGS CLAUSE**

**SECTION 1** In the event that any provision or portion of this agreement is ruled invalid for any reason by an authority of established legal jurisdiction, the balance and remainder of this Agreement shall remain in full force and effect.

**ARTICLE 27**  
**SANITATION COLLECTION SERVICES**

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

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

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

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

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

## **ARTICLE 28** **DRUG TESTING**

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

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

## **ARTICLE 29** **MODIFIED DUTY**

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

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

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

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

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

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

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

**SECTION 5**

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

**SECTION 6** Members will not be required to perform the duties of other City bargaining units while assigned to modified duty. The City will attempt to accommodate members within their own department for modified duty assignments. Should no modified duty assignments be found within the employees own department, the City will look to assign the employee to modified

duty performing tasks held or reasonably assumed to be a part of the Union. Modified duty assignments shall occur Monday to Friday during day time hours at a time that fits the operational needs of the relevant department. No overtime may be earned or worked while an employee is on modified duty.

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

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

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

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

### **ARTICLE 30** **DURATION**

**SECTION 1** This Agreement shall remain in full force and effect from July 1, 2017 to June 30, 2022.

**SECTION 2** Negotiations for the execution of an entire contract for the year commencing July 1, 2022, shall be initiated on or before February 1, 2022, and continue thereafter at such times and places as may be agreed upon by the parties.

### **ARTICLE 31** **MISCELLANEOUS**

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

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

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

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

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

**ARTICLE 32**  
**BOARD OF EDUCATION CUSTODIAL WORK SCHEDULES**

**SECTION 1** Hours of work for all elementary schools, Keigwin School, Woodrow Wilson Middle School and Middletown High School shall be 7:00 a.m. to 3:30 p.m. The work schedule for the evening shift shall be 1:00 p.m. to 9:00 p.m. for the elementary schools and 2:00 p.m. to 10:00 p.m. for Keigwin, Woodrow Wilson Middle School and Middletown High School.

**SECTION 2** There are other custodial work shifts currently in existence, which shifts do not conform to the schedule set forth in Section 1 of this Article.

**SECTION 3** The transfer of night custodians to an elementary school from Keigwin, Woodrow Wilson Middle School or Middletown High School or reverse shall not constitute a shift change.

**SECTION 4** One of the full-time custodians assigned to the evening shift at both Middletown High School and Woodrow Wilson Middle School will be assigned the duties of Group Leader during the ten (10) month school year. The evening custodian assigned as Group Leader will receive an additional thirty dollars (\$30) per week stipend. The thirty dollar (\$30) per week stipend will not be paid to custodians assigned as Group Leaders during the summer vacation. The senior evening custodian at both Middletown High School and Woodrow Wilson Middle School will be assigned the duties of Group Leader unless than employee refuses the assignment. If the assignment has been refused by the senior evening custodian, the Group Leader duties will be assigned to the next most senior employee.

**The work schedule for all day custodians is as follows:**

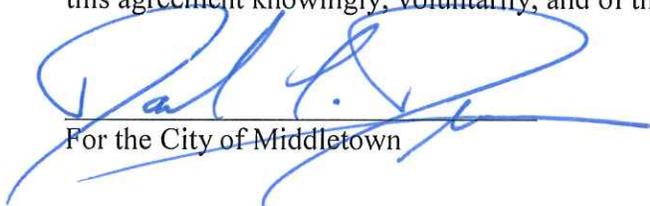
SCHOOL	CORRESPONDING SCHEDULE
All Elementary Schools	7:00 a.m. to 3:30 p.m.
Keigwin School	
Wilson Middle School	
Middletown High School	

**The work schedule for all evening custodians is as follows:**

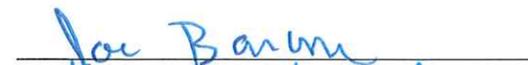
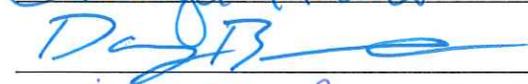
SCHOOL	CORRESPONDING SCHEDULE
All Elementary Schools	1:00 p.m. to 9:00 p.m.
Keigwin School	2:00 p.m. to 10:00 p.m.
Wilson Middle School	
Middletown High School	

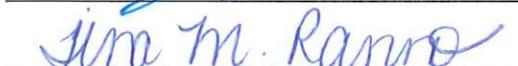
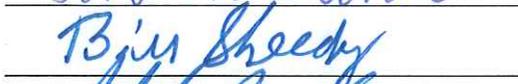
**SIGNATURE PAGE**

This contract was ratified and put into place on January 8, 2018. By signing below, the parties confirm that they have read and that they understand the terms of this agreement and enter in to this agreement knowingly, voluntarily, and of their own free will.

  
For the City of Middletown

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

  
  
  
3/9/18 

3/9/18  
DATE

DATE

  
Witness

  
Witness

**APPENDIX A**

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

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

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

<b>GRADE JOB TITLE</b>	<b>DEPARTMENT</b>
3 Cafeteria Worker I	Board of Education - (Elementary, Keigwin, WWMS)
3 Certified Nursing Assistant	Board of Education
<b>GRADE JOB TITLE</b>	<b>DEPARTMENT</b>
4 Cafeteria Worker II	Board of Education (MHS)
4 Crossing Guard	Police
4 Custodian	Various - (Communications, Public Works, Rec & Comm.)
4 School Custodian I	Board of Education (Elementary, Keigwin, WWMS)
<b>GRADE JOB TITLE</b>	<b>DEPARTMENT</b>
5 Cafeteria Delivery Worker	Board of Education
5 Crossing Guard/Enforcement Officer	Police
5 Custodian/Program Aide	Recreation and Community Services
5 Engineering Aide I	Public Works Engineering
5 Food Production Cook	Board of Education - MHS
5 Laborer	Sanitation
5 Park Maintainer I	Public Works
5 Parking Authority Records Clerk	Parking
5 Parking Enforcement Coordinator	Parking
5 School Cafeteria Manager I	Board of Education (Elementary, Keigwin, WWMS)
5 School Custodian II	Board of Education (MHS)
5 School Secretary I	Board of Education
5 Utility Worker I	Water & Sewer
<b>GRADE JOB TITLE</b>	<b>DEPARTMENT</b>
6 Accounts Clerk II	Varies - (Water & Sewer, Rec & Comm., Finance, BOE, Pubic Works)
6 Administrative Secretary II	Varies - (BOE, PCD, Police, Police/IT, PW Admin.)
6 Assessment Aide/ Technician I	Tax Assessor
6 Building Superintendent I	Various - (City Hall, Police, BOE, Water & Sewer)
6 Carpenter's Assistant	Public Works Building and Grounds
6 Clerk- Park Maintenance Garage	Public Works
6 Clerk- Recreation and Community Services	Recreation and Community Services
6 Engineering Aide II	Public Works Engineering
6 Maintenance Worker	Board of Education
6 Meter Monitor, Collections & Repair	Parking
6 Painter	Board of Education
6 Park Maintainer II	Public Works
6 Parking Enforcement Coordinator/Clerk	Parking
6 PCD Secretary I	Planning, Conservation & Development
6 Records Clerk	Police
6 School Cafeteria Manager II	Board of Education (MHS)
6 School Secretary II	Board of Education
6 Truck Driver	Public Works
6 Utility Worker II	Water & Sewer

**GRADE JOB TITLE**

7 Accounts Clerk III  
 7 Accounts Clerk III  
 7 Accounts Clerk III  
 7 Administrative Secretary II/ Assist. Reg. of Vital Stats.  
 7 Assistant Payroll Coordinator  
 7 Building Superintendent II  
 7 Building Superintendent II- Pool  
 7 Case Worker  
 7 Chief Accounts Clerk  
 7 Civilian Dispatcher Trainee  
 7 Engineering Technician I  
 7 Light Equipment Operator  
 7 Maintenance Worker II  
 7 Paint/Traffic Paint Worker  
 7 PCD Secretary II  
 7 Plant Operator II  
 7 Scheduling Clerk, Police Department  
 7 School Secretary III  
 7 School Secretary III- Vo Ag  
 7 Sweeper Operator  
 7 Tax Clerk  
 7 Utility Worker III

**DEPARTMENT**

BOE, Cafeteria  
 Finance  
 Public Works  
 Health  
 Board of Education  
 Various - (BOE, City Hall, Municipal Blds., Police)  
 Board of Education - Middletown High School/Woodrow Wilson  
 Youth Services  
 Water & Sewer  
 Central Communications  
 Public Works Engineering  
 Public Works Highway  
 Board of Education  
 Public Works Traffic  
 Planning, Conservation & Development  
 Sewer  
 Police  
 Board of Education  
 Board of Education  
 Public Works Highway  
 Finance  
 Water & Sewer

**GRADE JOB TITLE**

8 Admin. Asst. Central Off. Tech & Spec. Project  
 8 Administrative Secretary III  
 8 Assessment Aide/Technician II  
 8 Assessment Inspector/Data & Map Coordinator  
 8 Building Superintendent III  
 8 Campus Safety Officer  
 8 Chief Records Clerk  
 8 Chief Records Technician-Building Division  
 8 Civilian Dispatcher  
 8 Coordinator of Risk Reduction Programs  
 8 Insurance/Benefits Coordinator \*  
 8 Land Records/Special Project Clerk  
 8 Park Maintainer III  
 8 Program Service Supervisor  
 8 Recreation Supervisor  
 8 Recreation Supervisor and Outreach Specialist  
 8 Recycling Center Gate Attendant/Monitor  
 8 Senior Service Coordinator  
 8 Sweeper Operator- Early Shift  
 8 Utility Worker IV  
 8 Water Treatment Operator I  
 8 Youth Worker

**DEPARTMENT**

Board of Education  
 Varies - (BOE, Fire, OEODM, Parking, Police, Public Works, W&S)  
 Tax Assessor  
 Tax Assessor  
 (BOE, City Hall, Police)  
 Board of Education  
 Police  
 Public Works Building Inspection  
 Central Communications  
 Health  
 Office of the General Counsel  
 Town Clerk  
 Public Works  
 Recreation and Community Services  
 Recreation and Community Services  
 Recreation and Community Services  
 Public Works/Sanitation  
 Recreation and Community Services  
 Public Works Highway  
 Water & Sewer  
 Water & Sewer  
 Youth Services

\*Once incumbent retires, position will be taken out of the Union.

**GRADE JOB TITLE**

9 Assistant City & Town Clerk  
 9 Carpenter  
 9 Carpenter  
 9 Chief Meter Technician  
 9 Chief Tax Clerk  
 9 Civilian Dispatcher Trainer  
 9 Construction Inspector  
 9 Electrician  
 9 Engineering Technician II

**DEPARTMENT**

Town Clerk  
 Public Works  
 Board of Education  
 Water & Sewer  
 Finance  
 Central Communications  
 Public Works  
 Board of Education  
 Public Work Engineering

9	Heavy Equipment Operator	Public Works Highway
9	Heavy Equipment Operator	Water & Sewer
9	Licensed Practical Nurse	Board of Education
9	Master Mechanic	Board of Education
9	Master Mechanic	Public Works
9	Master Mechanic	Public Works Garage
9	Operation Coordinator Public Works Garage	Public Works Highway
9	Paint/Traffic Paint Supervisor	Public Works Traffic
9	Program/Budget Analyst, Police	Police
9	Program/Budget Analyst	Various - (BOE, Fire, Finance, Rec & Comm., PW Admin.)
9	Program/Budget Analyst-Assist Reg. of Vital Stats	Health
9	Purchasing Assistant	Finance/Purchasing
9	Research Analyst	Police
9	Revenue Coord./Assist Payroll Pension Coord.	Finance
9	Senior Services Specialist	Recreation & Community Services
9	Utility Conformance Inspector	Water
9	Water Treatment Plant Operator II	Water & Sewer

**GRADE JOB TITLE**

10	Assistant Building Official	Public Works Building Inspection
10	Cash Supervisor	Finance
10	Electrician	Water & sewer
10	Engineer/Information Analyst	Water & Sewer
10	Heavy Equipment Operator/Landfill	Public Works Sanitation/Landfill
10	Housing Code Enforcement Officer	Health
10	HVAC Technician	Board of Education
10	Insurance/Benefits Coordinator II	Board of Education
10	Lead Civilian Dispatcher	Central Communications
10	Lead Master Mechanic	Public Works Garage
10	Lead Recreation Supervisor	Recreation and Community Services
10	Parent Resource Coordinator	Board of Education
10	Planning /Environmental Specialist	Planning, Conservation & Development
10	Plumber	Board of Education
10	Pre School Nurse	Board of Education
10	Public Health Sanitarian Enforcement Officer	Health
10	Recycling Coordinator	Public Works Recycling
10	School Nurse	Board of Education
10	Support Technician	Technology Services

**DEPARTMENT**

**GRADE JOB TITLE**

11	Community Health Educator	Health
11	Educational Technologist	Board of Education
11	Payroll Supervisor	Board of Education
11	Sidewalk and Conformance Inspector	Public Works

**DEPARTMENT**

**GRADE JOB TITLE**

12	Engineer Inspector	Water & Sewer
12	Parking Operation Manager	Parking
12	Supervisor of Account Management	Finance
12	Supervisor of Account Management	Water & Sewer
12	Supervisor of Account Management	Board of Education

**DEPARTMENT**

**GRADE JOB TITLE**

16	Educational Network Manager	Board of Education
----	-----------------------------	--------------------

**DEPARTMENT**

**APPENDIX B**  
**WAGE SCALES**

APPENDIX B

466 WAGE SCALES  
2017-2021

		<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>	<b>STEP 6</b>
		<u>3 months</u>	<u>3 months</u>	<u>6 months</u>	<u>1 year</u>	<u>1 year</u>	<u>Maximum</u>
<b>Grade 1</b>							
<b>07/01/16</b>		<b>8.84</b>	<b>9.69</b>	<b>10.55</b>	<b>11.38</b>	<b>12.24</b>	<b>13.09</b>
07/01/17	2.00%	9.02	9.88	10.76	11.61	12.48	13.35
07/01/18	2.50%	9.25	10.13	11.03	11.9	12.79	13.68
07/01/19	2.50%	9.48	10.38	11.31	12.20	13.11	14.02
07/01/20	2.50%	9.72	10.64	11.59	12.51	13.44	14.37
07/01/21	2.00%	9.91	10.85	11.82	12.76	13.71	14.66
<b>Grade 2</b>							
<b>07/01/16</b>		<b>10.46</b>	<b>11.46</b>	<b>12.46</b>	<b>13.47</b>	<b>14.45</b>	<b>15.46</b>
07/01/17	2.00%	10.67	11.69	12.71	13.74	14.74	15.77
07/01/18	2.50%	10.94	11.98	13.03	14.08	15.11	16.16
07/01/19	2.50%	11.21	12.28	13.36	14.43	15.49	16.56
07/01/20	2.50%	11.49	12.59	13.69	14.79	15.88	16.97
07/01/21	2.00%	11.72	12.84	13.96	15.09	16.20	17.31
<b>Grade 3</b>							
<b>07/01/16</b>		<b>12.08</b>	<b>13.26</b>	<b>14.41</b>	<b>15.58</b>	<b>16.72</b>	<b>17.90</b>
07/01/17	2.00%	12.32	13.53	14.70	15.89	17.05	18.26
07/01/18	2.50%	12.63	13.87	15.07	16.29	17.48	18.72
07/01/19	2.50%	12.95	14.22	15.45	16.70	17.92	19.19
07/01/20	2.50%	13.27	14.58	15.84	17.12	18.37	19.67
07/01/21	2.00%	13.54	14.87	16.16	17.46	18.74	20.06
<b>Grade 4</b>							
<b>07/01/16</b>		<b>13.70</b>	<b>15.00</b>	<b>16.33</b>	<b>17.65</b>	<b>18.95</b>	<b>20.28</b>
07/01/17	2.00%	13.97	15.30	16.66	18.00	19.33	20.69
07/01/18	2.50%	14.32	15.68	17.08	18.45	19.81	21.21
07/01/19	2.50%	14.68	16.07	17.51	18.91	20.31	21.74
07/01/20	2.50%	15.05	16.47	17.95	19.39	20.82	22.28
07/01/21	2.00%	15.35	16.80	18.31	19.77	21.24	22.73

APPENDIX B

466 WAGE SCALES

2017-2021

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	
		<u>3 months</u>	<u>3 months</u>	<u>6 months</u>	<u>1 year</u>	<u>1 year</u>	<u>Maximum</u>	
<b>Grade 5</b>								
<b>07/01/16</b>		<b>15.32</b>	<b>16.79</b>	<b>18.26</b>	<b>19.74</b>	<b>21.23</b>	<b>22.69</b>	
07/01/17	2.00%	15.63	17.13	18.63	20.13	21.65	23.14	
07/01/18	2.50%	16.02	17.56	19.10	20.63	22.19	23.72	
07/01/19	2.50%	16.42	18.00	19.58	21.15	22.74	24.31	
07/01/20	2.50%	16.83	18.45	20.07	21.68	23.31	24.92	
07/01/21	2.00%	17.17	18.82	20.47	22.11	23.78	25.42	
<b>Grade 6</b>								
<b>07/01/16</b>		<b>16.94</b>	<b>18.58</b>	<b>20.19</b>	<b>21.81</b>	<b>23.43</b>	<b>25.06</b>	
07/01/17	2.00%	17.28	18.95	20.59	22.25	23.90	25.56	
07/01/18	2.50%	17.71	19.42	21.10	22.81	24.50	26.20	
07/01/19	2.50%	18.15	19.91	21.63	23.38	25.11	26.86	
07/01/20	2.50%	18.60	20.41	22.17	23.96	25.74	27.53	
07/01/21	2.00%	18.97	20.82	22.61	24.44	26.25	28.08	
<b>Grade 7</b>								
<b>07/01/16</b>		<b>18.58</b>	<b>20.35</b>	<b>22.14</b>	<b>23.91</b>	<b>25.71</b>	<b>27.48</b>	
07/01/17	2.00%	18.95	20.76	22.58	24.39	26.22	28.03	
07/01/18	2.50%	19.42	21.28	23.14	25.00	26.88	28.73	
07/01/19	2.50%	19.91	21.81	23.72	25.63	27.55	29.45	
07/01/20	2.50%	20.41	22.36	24.31	26.27	28.24	30.19	
07/01/21	2.00%	20.82	22.81	24.80	26.80	28.80	30.79	
<b>Grade 8</b>								
<b>07/01/16</b>		<b>20.17</b>	<b>22.11</b>	<b>24.06</b>	<b>26.00</b>	<b>27.92</b>	<b>29.86</b>	
07/01/17	2.00%	20.57	22.55	24.54	26.52	28.48	30.46	
07/01/18	2.50%	21.08	23.11	25.15	27.18	29.19	31.22	
07/01/19	2.50%	21.61	23.69	25.78	27.86	29.92	32.00	
07/01/20	2.50%	22.15	24.28	26.42	28.56	30.67	32.80	
07/01/21	2.00%	22.59	24.77	26.95	29.13	31.28	33.46	
<b>Grade 9</b>								
<b>07/01/16</b>		<b>21.79</b>	<b>23.89</b>	<b>25.99</b>	<b>28.07</b>	<b>30.17</b>	<b>32.24</b>	
07/01/17	2.00%	22.23	24.37	26.51	28.63	30.77	32.88	
07/01/18	2.50%	22.79	24.98	27.17	29.35	31.54	33.70	
07/01/19	2.50%	23.36	25.60	27.85	30.08	32.33	34.54	
07/01/20	2.50%	23.94	26.24	28.55	30.83	33.14	35.40	
07/01/21	2.00%	24.42	26.76	29.12	31.45	33.80	36.11	

## APPENDIX B

## 466 WAGE SCALES

2017-2021

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	
		<u>3 months</u>	<u>3 months</u>	<u>6 months</u>	<u>1 year</u>	<u>1 year</u>	<u>Maximum</u>	
<b>Grade 10</b>								
<b>07/01/16</b>		<b>23.42</b>	<b>25.67</b>	<b>27.91</b>	<b>30.17</b>	<b>32.40</b>	<b>34.66</b>	
07/01/17	2.00%	23.89	26.18	28.47	30.77	33.05	35.35	
07/01/18	2.50%	24.49	26.83	29.18	31.54	33.88	36.23	
07/01/19	2.50%	25.10	27.50	29.91	32.33	34.73	37.14	
07/01/20	2.50%	25.73	28.19	30.66	33.14	35.60	38.07	
07/01/21	2.00%	26.24	28.75	31.27	33.80	36.31	38.83	
<b>Grade 11</b>								
<b>07/01/16</b>		<b>25.04</b>	<b>27.45</b>	<b>29.84</b>	<b>32.23</b>	<b>34.64</b>	<b>37.06</b>	
07/01/17	2.00%	25.54	28.00	30.44	32.87	35.33	37.80	
07/01/18	2.50%	26.18	28.70	31.20	33.69	36.21	38.75	
07/01/19	2.50%	26.83	29.42	31.98	34.53	37.12	39.72	
07/01/20	2.50%	27.50	30.16	32.78	35.39	38.05	40.71	
07/01/21	2.00%	28.05	30.76	33.44	36.10	38.81	41.52	
<b>Grade 12</b>								
<b>07/01/16</b>		<b>26.65</b>	<b>29.23</b>	<b>31.77</b>	<b>34.33</b>	<b>36.87</b>	<b>39.44</b>	
07/01/17	2.00%	27.18	29.81	32.41	35.02	37.61	40.23	
07/01/18	2.50%	27.86	30.56	33.22	35.90	38.55	41.24	
07/01/19	2.50%	28.56	31.32	34.05	36.80	39.51	42.27	
07/01/20	2.50%	29.27	32.10	34.90	37.72	40.50	43.33	
07/01/21	2.00%	29.86	32.74	35.60	38.47	41.31	44.20	
<b>Grade 13</b>								
<b>07/01/16</b>		<b>28.28</b>	<b>30.98</b>	<b>33.72</b>	<b>36.42</b>	<b>39.13</b>	<b>41.85</b>	
07/01/17	2.00%	28.85	31.60	34.39	37.15	39.91	42.69	
07/01/18	2.50%	29.57	32.39	35.25	38.08	40.91	43.76	
07/01/19	2.50%	30.31	33.20	36.13	39.03	41.93	44.85	
07/01/20	2.50%	31.07	34.03	37.03	40.01	42.98	45.97	
07/01/21	2.00%	31.69	34.71	37.77	40.81	43.84	46.89	
<b>Grade 14</b>								
<b>07/01/16</b>		<b>29.24</b>	<b>32.03</b>	<b>34.85</b>	<b>37.67</b>	<b>40.46</b>	<b>43.27</b>	
07/01/17	2.00%	29.82	32.67	35.55	38.42	41.27	44.14	
07/01/18	2.50%	30.57	33.49	36.44	39.38	42.30	45.24	
07/01/19	2.50%	31.33	34.33	37.35	40.36	43.36	46.37	
07/01/20	2.50%	32.11	35.19	38.28	41.37	44.44	47.53	
07/01/21	2.00%	32.75	35.89	39.05	42.20	45.33	48.48	

APPENDIX B

466 WAGE SCALES

2017-2021

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
		<u>3 months</u>	<u>3 months</u>	<u>6 months</u>	<u>1 year</u>	<u>1 year</u>	<u>Maximum</u>
<b>Grade 15</b>							
<b>07/01/16</b>		<b>30.80</b>	<b>33.77</b>	<b>36.72</b>	<b>39.69</b>	<b>42.63</b>	<b>45.61</b>
07/01/17	2.00%	31.42	34.45	37.45	40.48	43.48	46.52
07/01/18	2.50%	32.21	35.31	38.39	41.49	44.57	47.68
07/01/19	2.50%	33.02	36.19	39.35	42.53	45.68	48.87
07/01/20	2.50%	33.85	37.09	40.33	43.59	46.82	50.09
07/01/21	2.00%	34.53	37.83	41.14	44.46	47.76	51.09
<b>Grade 16</b>							
<b>07/01/16</b>		<b>32.39</b>	<b>35.52</b>	<b>38.61</b>	<b>41.71</b>	<b>44.83</b>	<b>47.93</b>
07/01/17	2.00%	33.04	36.23	39.38	42.54	45.73	48.89
07/01/18	2.50%	33.87	37.14	40.36	43.60	46.87	50.11
07/01/19	2.50%	34.72	38.07	41.37	44.69	48.04	51.36
07/01/20	2.50%	35.59	39.02	42.40	45.81	49.24	52.64
07/01/21	2.00%	36.30	39.80	43.25	46.73	50.22	53.69
<b>RED CIRCLED POSITIONS</b>							
<b>Grade 4</b>		<b>STEP 6</b>					
		<b>Maximum</b>					
<b>07/01/16</b>		<b>21.06</b>					
07/01/17	2.00%	21.48					
07/01/18	2.50%	22.02					
07/01/19	2.50%	22.57					
07/01/20	2.50%	23.13					
07/01/21	2.00%	23.59					
<b>Grade 13</b>		<b>STEP 6</b>					
		<b>Maximum</b>					
<b>07/01/16</b>		<b>35.96</b>					
07/01/17	2.00%	36.68					
07/01/18	2.50%	37.60					
07/01/19	2.50%	38.54					
07/01/20	2.50%	39.50					
07/01/21	2.00%	40.29					

**APPENDIX C**  
**MEDICAL PLANS**



The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. NOTE: Information about the cost of this plan (called the premium) will be provided separately. This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, [www.HealthReformPlanSBC.com](http://www.HealthReformPlanSBC.com) or by calling 1-800-370-4526. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, or other underlined terms see the Glossary. You can view the Glossary at <https://www.healthcare.gov/sbc-glossary/> or call 1-800-370-4526 to request a copy.

Important Questions	Answers	Why This Matters:
What is the overall <u>deductible</u> ?	<u>Network</u> : Individual \$0 / Family \$0. <u>Out-of-Network</u> : Individual \$400 / Family \$800.	Generally, you must pay all of the costs from <u>providers</u> up to the <u>deductible</u> amount before this <u>plan</u> begins to pay. If you have other family members on the <u>plan</u> , each family member must meet their own individual <u>deductible</u> until the total amount of <u>deductible</u> expenses paid by all family members meets the overall family <u>deductible</u> .
Are there services covered before you meet your <u>deductible</u> ?	Yes. Emergency care is covered before you meet your <u>deductible</u> .	This <u>plan</u> covers some items and services even if you haven't yet met the <u>deductible</u> amount. But a <u>copayment</u> or <u>coinsurance</u> may apply. For example, this <u>plan</u> covers certain preventive services without cost sharing and before you meet your <u>deductible</u> . See a list of covered <u>preventive services</u> at <a href="https://www.healthcare.gov/coverage/preventive-care-benefits/">https://www.healthcare.gov/coverage/preventive-care-benefits/</a> .
Are there other <u>deductibles</u> for specific services?	No.	You don't have to meet <u>deductibles</u> for specific services.
What is the <u>out-of-pocket limit</u> for this <u>plan</u> ?	<u>Network</u> : Individual \$6,350 / Family \$12,700. <u>Out-of-Network</u> : Individual \$1,800 / Family \$3,000.	The <u>out-of-pocket limit</u> is the most you could pay in a year for covered services. If you have other family members in this <u>plan</u> , they have to meet their own <u>out-of-pocket limits</u> until the overall family <u>out-of-pocket limit</u> has been met.
What is not included in the <u>out-of-pocket limit</u> ?	<u>Premiums</u> , <u>balance-billing</u> charges, penalties for failure to obtain <u>pre-authorization</u> for services & health care this <u>plan</u> doesn't cover.	Even though you pay these expenses, they don't count toward the <u>out-of-pocket limit</u> .
Will you pay less if you use a <u>network provider</u> ?	Yes. See <a href="http://www.aetna.com/docfind">www.aetna.com/docfind</a> or call 1-800-370-4526 for a list of <u>network providers</u> .	This <u>plan</u> uses a <u>provider network</u> . You will pay less if you use a <u>provider</u> in the <u>plan's network</u> . You will pay the most if you use an <u>out-of-network provider</u> , and you might receive a bill from a <u>provider</u> for the difference between the <u>provider's</u> charge and what your <u>plan</u> pays ( <u>balance billing</u> ). Be aware, your <u>network provider</u> might use an <u>out-of-network provider</u> for some services (such as lab work). Check with your <u>provider</u> before you get services.
Do you need a <u>referral</u> to see a <u>specialist</u> ?	No.	You can see the <u>specialist</u> you choose without a <u>referral</u> .



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
		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 <u>copay</u> /visit, except no charge for office surgery	20% <u>coinsurance</u>	None
	<u>Specialist</u> visit	\$20 <u>copay</u> /visit, except no charge for office surgery	20% <u>coinsurance</u>	None
	Preventive care/screening/immunization	No charge	20% <u>coinsurance</u>	You may have to pay for services that aren't preventive. Ask your <u>provider</u> if the services needed are preventive. Then check what your <u>plan</u> will pay for.
If you have a test	<u>Diagnostic test</u> (x-ray, blood work)	No charge	20% <u>coinsurance</u>	None
	Imaging (CT/PET scans, MRIs)	No charge	20% <u>coinsurance</u>	None
If you need drugs to treat your illness or condition More information about <u>prescription drug</u> coverage is available at <a href="http://www.expressscripts.com">www.expressscripts.com</a>	Generic drugs	\$5 Retail/\$10 Mail	20% <u>coinsurance</u>	Mail Order is 90-days supply
	Preferred brand drugs	\$20 Retail/\$40 Mail	20% <u>coinsurance</u>	Mail Order is 90-days supply
	Non-preferred brand drugs	\$35 Retail/\$70 Mail	20% <u>coinsurance</u>	Mail Order is 90-days supply
	<u>Specialty drugs</u>	Same as Above	Not covered	Must use Accreddo Specialty
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	No charge	20% <u>coinsurance</u>	None
	Physician/surgeon fees	No charge	20% <u>coinsurance</u>	None
If you need immediate medical attention	Emergency room care	\$100 <u>copay</u> /visit,	\$100 <u>copay</u> /visit, <u>deductible</u> doesn't apply	None
	<u>Emergency medical transportation</u>	No charge	No charge	None
	Urgent care	\$25 <u>copay</u> /visit	\$25 <u>copay</u> /visit, <u>deductible</u> doesn't apply	No coverage for non-urgent use.
If you have a hospital stay	Facility fee (e.g., hospital room)	\$250 <u>copay</u> /stay	20% <u>coinsurance</u>	Max <u>copay</u> /calendar year: \$500 individual & \$1,000 family in-network. Penalty of \$400 for failure to obtain <u>pre-authorization</u> for <u>out-of-network</u> care.
	Physician/surgeon fees	No charge	20% <u>coinsurance</u>	None

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions & Other Important Information
		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	Office & other outpatient services: \$20 copay/visit,	Office & other outpatient services: 20% coinsurance	None
	Inpatient services	\$250 copay/stay	20% coinsurance	
	Office visits	No charge	20% coinsurance	
If you are pregnant	Childbirth/delivery professional services	No charge	20% coinsurance	Cost sharing doesn't apply to certain preventive services. Maternity care may include tests & services described elsewhere in the SBC (i.e., ultrasound). Max copay/calendar year: \$500 individual & \$1,000 family in-network. Penalty of \$400 for failure to obtain <u>pre-authorization</u> for <u>out-of-network</u> care.
	Childbirth/delivery facility services	\$250 copay/stay, no charge for newborn hospital expenses	20% coinsurance	
	Home health care	No charge	20% coinsurance	
If you need help recovering or have other special health needs	<u>Rehabilitation services</u>	\$20 copay/visit	20% coinsurance	60 visits/calendar year for Physical, Occupational & Speech Therapy combined.
	<u>Habilitation services</u>	\$20 copay/visit	20% coinsurance	Limited to treatment of Autism.
	<u>Skilled nursing care</u>	\$250 copay/stay	20% coinsurance	Max copay/calendar year: \$500 individual & \$1,000 family in-network. 60 days/calendar year. Penalty of \$400 for failure to obtain <u>pre-authorization</u> for <u>out-of-network</u> care.
	<u>Durable medical equipment</u>	No charge	20% coinsurance	Limited to 1 durable medical equipment for same/similar purpose. Excludes repairs for misuser/abuse.
	<u>Hospice services</u>	\$250 copay/stay for inpatient; no charge for outpatient	20% coinsurance	Max copay/calendar year: \$500 individual & \$1,000 family in-network for inpatient. Penalty of \$400 for failure to obtain <u>pre-authorization</u> for <u>out-of-network</u> care.
	Children's eye exam	No charge	\$10 copay/visit, deductible doesn't apply	1 routine eye exam/12 months.
If your child needs dental or eye care	Children's glasses	Not covered	Not covered	Not covered.
	Children's dental check-up	Cigna Dental	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
- Glasses (Child)
- Long-term care
- Non-emergency care when traveling outside the U.S.
- Routine foot care
- Weight loss programs (except for required preventive services)

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

- |  |  |   |
|--|--|---|
| <ul style="list-style-type: none"><li>• Acupuncture</li><li>• Bariatric surgery</li><li>• Chiropractic care: \$1,500 maximum/calendar year</li></ul> | <ul style="list-style-type: none"><li>• Hearing aids: 1 hearing aid per ear/24 months</li><li>• Infertility treatment: Limited to the diagnosis &amp; treatment of underlying medical condition, artificial insemination, ovulation induction &amp; advanced reproductive technology</li></ul> | <ul style="list-style-type: none"><li>• Private-duty nursing</li><li>• Routine eye care (Adult): 1 routine eye exam/12 months</li></ul> |
|--|--|---|

## Your Rights to Continue Coverage:

There are agencies that can help if you want to continue your coverage after it ends.

- For more information on your rights to continue coverage, contact the plan at 1-800-370-4526.
- If your group health coverage is subject to ERISA, 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](http://www.dol.gov/ebsa/healthreform).
- For non-federal governmental group health plans, you may also contact the Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, at 1-877-267-2323 x61565 or [www.cciio.cms.gov](http://www.cciio.cms.gov).
- If your coverage is a church plan, church plans are not covered by the Federal COBRA continuation coverage rules. If the coverage is insured, individuals should contact their State insurance regulator regarding their possible rights to continuation coverage under State law.

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](http://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 more information about your rights, this notice, or assistance, contact us directly by calling the toll free number on your Medical ID Card, or by calling our general toll free number at 1-800-370-4526.

- If your group health coverage is subject to ERISA, 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](http://www.dol.gov/ebsa/healthreform).
- For non-federal governmental group health plans, you may also contact the Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, at 1-877-267-2323 x61565 or [www.cciio.cms.gov](http://www.cciio.cms.gov).
- Additionally, a consumer assistance program can help you file your appeal. Contact information is at: <http://www.aetna.com/individuals-families-health-insurance/rights-resources/complaints-grievances-appeals/index.html>.

### 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 Minimum Value Standard? No.

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.

\*\*\* 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) copayment \$250
- Other copayment \$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:

<i>Cost Sharing</i>	
Deductibles	\$0
Copayments	\$290
Coinsurance	\$0
<i>What Is Not Covered</i>	
Limits or exclusions	\$100
<b>The total Peg would pay is:</b>	<b>\$390</b>

### 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) copayment \$250
- Other copayment \$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:

<i>Cost Sharing</i>	
Deductibles	\$0
Copayments	\$100
Coinsurance	\$0
<i>What Is Not Covered</i>	
Limits or exclusions	\$40
<b>The total Joe would pay is:</b>	<b>\$140</b>

### Mia's Simple Fracture

(in-network emergency room visit and follow up care)

- The plan's overall deductible \$0
- Specialist copayment \$20
- Hospital (facility) copayment \$250
- Other copayment \$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** \$5,500

In this example, Mia would pay:

<i>Cost Sharing</i>	
Deductibles	\$0
Copayments	\$200
Coinsurance	\$0
<i>What Is Not Covered</i>	
Limits or exclusions	\$0
<b>The total Mia would pay is:</b>	<b>\$200</b>

**NOTE:** if your plan has a wellness program and you choose to participate, you may be able to reduce your costs.

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

## Assistive Technology

Persons using assistive technology may not be able to fully access the following information. For assistance, please call 1-800-370-4526.

## Smartphone or Tablet

To view documents from your smartphone or tablet, the free WinZip app is required. It may be available from your App Store.

## Non-Discrimination

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

Aetna:

- 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 our Civil Rights Coordinator.

If you believe that Aetna 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 with: Civil Rights Coordinator, PO Box 14462, Lexington, KY 40512, 1-800-648-7817, TTY 711, Fax 859-425-3379, [CRCoordinator@aetna.com](mailto:CRCoordinator@aetna.com).

California HMO/HNO Members: Civil Rights Coordinator, PO Box 24030 Fresno CA, 93779, 1-800-648-7817, TTY 711, Fax 860-262-7705, [CRCoordinator@aetna.com](mailto:CRCoordinator@aetna.com). You can file a grievance in person or by mail, fax, or email. If you need help filing a grievance, our Civil Rights Coordinator is available to help you. You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights electronically through the Office for Civil Rights Complaint Portal, available at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>, or by mail or phone at: U.S. Department of Health and Human Services, 200 Independence Avenue, SW Room 509F, HHH Building, Washington, D.C. 20201, 1-800-368-1019, 1-800-537-7697 (TDD).

Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>.

Aetna is the brand name used for products and services provided by one or more of the Aetna group of subsidiary companies, including Aetna Life Insurance Company, Coventry Health Care plans and their affiliates.

TTY: 711

## Language Assistance:

For language assistance in your language call 1-800-370-4526 at no cost.

Albanian	Për asistencë në gjuhën shqipe telefononi falas në 1-800-370-4526.
Amharic	1-800-370-4526
Arabic	1-800-370-4526 للمساعدة في اللغة العربية، الرجاء الاتصال على الرقم المجاني 1-800-370-4526
Armenian	Լեզվի ցուցաբերած աջակցություն (հայերեն) զանգի 1-800-370-4526 առանց գնույ:
Bahasa Indonesia	Untuk bantuan dalam bahasa Indonesia, silakan hubungi 1-800-370-4526 tanpa dikenakan biaya
Bantu-Kirundi	Niba urondera uwugufasha mu Kirundi, twakure kuri iyi nomero 1-800-370-4526 ku busa
Bengali-Bangala	1-800-370-4526
Bisayan-Visayan	Alang sa pag-abag sa pinulongan sa (Binisayang Sinugboanon) tawag sa 1-800-370-4526 nga walay bayad
Burmese	( ) 1-800-370-4526
Catalan	Per rebre assistència en (català), truqui al número gratuït 1-800-370-4526
Chamorro	Para ayuda gi fino' (Chamoru), ágang 1-800-370-4526 sin gástu
Cherokee	( ) 1-800-370-4526
Chinese	欲取得繁體中文語言協助，請撥打1-800-370-4526，無需付費。
Choctaw	(Chahta) anumpa ya apela a chi l paya hinla 1-800-370-4526
Cushite	Gargaarsa afaan Oromiffa hiikuu argachuuf lakkokkofsaa bilbilaa 1-800-370-4526 irratti bilisaan bilbilaa
Dutch	Bel voor tolk- en vertaaldiensten in het Nederlands gratis naar 1-800-370-4526
French	Pour une assistance linguistique en français appelez le 1-800-370-4526 sans frais
French Creole	Pou jwenn asistans nan lang Kreyòl Ayisyen, rele nimewo 1-800-370-4526 gratis
German	Benötigen Sie Hilfe oder Informationen in deutscher Sprache? Rufen Sie uns kostenlos unter der Nummer 1-800-370-4526 an
Greek	Για γλωσσική βοήθεια στα Ελληνικά καλέστε το 1-800-370-4526 χωρίς χρέωση
Gujarati	1-800-370-4526
Hawaiian	No ke kōkua ma ka 'ōlelo Hawai'i, e kahea aku i ka helu kelepona 1-800-370-4526. Kāki 'ole 'ia kēia kōkua nei
Hindi	1-800-370-4526

Hmong	Yog xav tau kev pab txhais lus Hmoob hu dawb tau rau 1-800-370-4526
Ibo	Maka enyemaka asụsụ na Igbo kpọọ 1-800-370-4526 na akwụghị ụgwọ ọ bụla
Ilocano	Para iti tulong ti pagsasao iti pagsasao tawagan ti 1-800-370-4526 nga awan ti bayadanyo
Italian -	Per ricevere assistenza linguistica in italiano, può chiamare gratuitamente 1-800-370-4526
Japanese	日本語で援助をご希望の方は、1-800-370-4526 まで無料でお電話ください。
Karen	v>w>frRp>Rw>fuwdRusd.ft*D>f usd.f ud; 1-800-370-4526 v>wtd.fD;w>fv>mfbl.fv>mfphRb.f
Korean	한국어로 언어 지원을 받고 싶으시면 무료 통화번호인 1-800-370-4526번으로 전화해 주십시오
Kru-Bassa	Beil m̩ ké gbo-kpá-kpá dyé pi̩dyi dɛ̩ Bãšɔ̩ɔ̩ɔ̩-wu̩ɔ̩ɔ̩ɔ̩ wɛ̩ɛ, dɔ̩ 1-800-370-4526
Kurdish	برای راهنمایی به زبان فارسی با شماره 1-800-370-4526 به خورایی پیو هندی بکن.
Laotian	1-800-370-4526
Marathi	( ) 1-800-370-4526
Marshallese -	Ñan bōk jipañ ilo Kajin Majol, kallok 1-800-370-4526 ilo ejjelok wōnān
Micronesia	Ohng palien sawas en soun kawewe ni omw lokaia Ponape koahl 1-800-370-4526 ni sohte isais
Pohnpeyan	1-800-370-4526
Mon-Khmer	T'áa shi shizaad k'ehji bee shiká a'doowol nínízingo Diné k'ehji koji' t'áá jii'k'e hóine' 1-800-370-4526
Cambodian	( ) 1-800-370-4526
Navajo	Tën kuwoyë è thok è Thuonjān cɔl 1-800-370-4526 kecin ayöc
Nepali	For språkassistanse på norsk, ring 1-800-370-4526 kostnadsfritt
Nilotic-Dinka	ਪੰਜਾਬੀ ਵਿੱਚ ਭਾਸ਼ਾਈ ਸਹਾਇਤਾ ਲਈ, 1-800-370-4526 'ਤੇ ਮੁਫਤ ਕਾਲ ਕਰੋ।
Norwegian	Fer Hefte in Deutsch, ruf: 1-800-370-4526 aa. Es Aaruf koschtet nix
Panjabi	Aby uzyskać pomoc w języku polskim, zadzwoń bezpłatnie pod numer 1-800-370-4526
Pennsylvania Dutch	بدون هیچ هزینه ای 1-800-370-4526 برای راهنمایی به زبان فارسی با شماره
Polish	Para obter assistência linguística em português ligue para o 1-800-370-4526 gratuitamente
Persian	Pentru asistență lingvistică în românește telefonați la numărul gratuit 1-800-370-4526
Portuguese	
Romanian	

Russian	Чтобы получить помощь русскоязычного переводчика, позвоните по бесплатному номеру 1-800-370-4526
Samoa	Mo fesoasoani tau gagana I le Gagana Samoa vala'au le 1-800-370-4526 e aunoa ma se totogi
Serbo-Croatian	Za jezičnu pomoć na hrvatskom jeziku pozovite besplatno broj 1-800-370-4526
Spanish	Para obtener asistencia lingüística en español, llame sin cargo al 1-800-370-4526
Sudanic-Fulfude	Fii yo on hebu balal e ko yowitii e haala Pular noddee e oo numero dfoo 1-800-370-4526. Njodi woo fawaaki on
Swahili	Ukikitaji usaidizi katika lugha ya Kiswahili piga simu kwa 1-800-370-4526 bila malipo
Syriac	1-800-370-4526
Tagalog	Para sa tulong sa wika na nasa Tagalog, tawagan ang 1-800-370-4526 nang walang bayad
Telugu	1-800-370-4526 ( )
Thai	1-800-370-4526
Tongan	Kapau 'oku fiema'u hā tokoni 'i he lea faka-Tonga telefoni 1-800-370-4526 'o 'ikai hā tōtōngi.
Trukese	Ren ánninnisin chiakú ren (Kapasen Chuuk) korwe kékkéeri 1-800-370-4526 nge esapw kamé ngonuk.
Turkish	(Dil) çağrısı dil yardım için. Hiçbir ücret ödemedi 1-800-370-4526.
Ukrainian	Щоб отримати допомогу перекладача української мови, зателефонуйте за безкоштовним номером 1-800-370-4526
Urdu	اردی ریکال گٹف م رپ 1-800-370-4526
Vietnamese	Đêi đưôc hỏ trỏ ngỏn nguỏ bảing (ngỏn nguỏ), hỏy gỏi miêin phi đêin số 1-800-370-4526
Yiddish	פאר שפראך הילף אין אידיש הופט 1-800-370-4526 פון אפצאל.
Yoruba	Fún iranlowọ nípa èdè (Yorùbá) pẹ 1-800-370-4526 láì san owó kankan rárá

**Cigna Dental Benefit Summary**  
**City of Middletown-DPPO3**  
**Plan Renewal Date: 07/01/2017**



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.

<b>Cigna Dental PPO</b>				
<b>Network Options</b>	<b>In-Network: Total Cigna DPPO Network</b>		<b>Non-Network: See Non-Network Reimbursement</b>	
<b>Reimbursement Levels</b>	Based on Contracted Fees		Based on Billed Charges	
<b>Calendar Year Benefits Maximum</b> Applies to: Class I, II & III expenses	Unlimited		Unlimited	
<b>Annual Deductible</b> Individual Family	\$0 \$0		\$0 \$0	
<b>Benefit Highlights</b>	<b>Plan Pays</b>	<b>You Pay</b>	<b>Plan Pays</b>	<b>You Pay</b>
<b>Class I: Diagnostic &amp; Preventive</b> 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
<b>Class II: Basic Restorative</b> Restorative: fillings Endodontics: minor and major Oral Surgery: minor and major Anesthesia: general and IV sedation Dentures Repairs: Dentures Denture Relines, Rebases and Adjustments Repairs: Bridges, Crowns and Inlays	80% No Deductible	20% No Deductible	80% No Deductible	20% No Deductible
<b>Class III: Major Restorative</b> Inlays and Onlays Prosthesis Over Implant Crowns and Bridges	50% No Deductible	50% No Deductible	50% No Deductible	50% No Deductible
<b>Class IV: Orthodontia</b> Coverage for Dependent Children to age 23  Lifetime Benefits Maximum: \$1,200	60% No Deductible	40% No Deductible	60% No Deductible	40% No Deductible
<b>Class VI: Periodontics</b> Periodontics: minor and major  Calendar Year Maximum: \$500	80% No Deductible	20% No Deductible	80% No Deductible	20% No Deductible
<b>Class VII:</b> Oral Exams Cleanings	100% No Deductible	0% No Deductible	100% No Deductible	0% No Deductible
<b>Benefit Plan Provisions:</b>				
<b>In-Network Reimbursement</b>	For services provided by a Cigna Dental PPO network dentist, Cigna Dental will reimburse the dentist according to a Fee Schedule or Discount Schedule.			

<b>Non-Network Reimbursement</b>	For services provided by a non-network dentist, Cigna Dental will reimburse according to the Billed Charge.
<b>Cross Accumulation</b>	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.
<b>Calendar Year Benefits Maximum</b>	The plan will only pay for covered charges up to the yearly Benefits Maximum, when applicable. Benefit-specific Maximums may also apply.
<b>Annual Deductible</b>	This is the amount you must pay before the plan begins to pay for covered charges, when applicable. Benefit-specific deductibles may also apply.
<b>Pretreatment Review</b>	Pretreatment review is available on a voluntary basis when dental work in excess of \$300 is proposed.
<b>Alternate Benefit Provision</b>	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.
<b>Oral Health Integration Program</b>	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 <a href="http://www.mycigna.com">www.mycigna.com</a> or call customer service 24/7 at 1.800.CIGNA24.

**Benefit Limitations:**

Oral Exams	4 per Calendar year
X-rays (routine)	Bitewings: 2 per Calendar year
X-rays (non-routine)	Full mouth or panoramic, 1 every 3 years
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 3 years. No age limit.
Space Maintainers	Limited to non-orthodontic treatment for children under age 19
Periodontal Treatment	Various limitations depending on the service
Inlays, Crowns and Bridges	Replacement every 5 years if unserviceable and cannot be repaired
Dentures and Partials	Replacement every 5 years if unserviceable and cannot be repaired
Denture and Bridge Repairs	Reviewed if more than once
Denture Relines, Rebases and Adjustments	Covered if more than 6 months after installation
Prosthesis Over Implant	1 every 5 years 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 listed under Benefit Highlights
Diagnostic: cone beam imaging; Preventive Services: instruction for plaque control, oral hygiene and diet
Restorative: Porcelain or acrylic veneers of crowns or pontics on, or replacing the upper and lower first, second and third molars
Periodontic: bite registrations; splinting; Prosthodontic: precision or semi-precision attachments
Implants: implants or implant related services
Procedures, appliances or restorations, except full dentures, whose main purpose is to: change vertical dimension; diagnose or treat conditions or dysfunction of the temporomandibular joint (TMJ); stabilize periodontally involved teeth; or restore occlusion;
Athletic mouth guards; Replacement of a lost or stolen appliance; Services performed primarily for cosmetic reasons; Personalization;
Services that are deemed to be medical in nature; Services and supplies received from a hospital; Drugs: prescription drugs
Charges in excess of Billed Charge
Contracted providers are not obligated to provide discounts on non-covered services and may charge their usual fees.

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.

BSD68055

© 2017 Cigna

CIGNA DENTAL CARE® – DHMO<sup>1</sup>

## 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
<b>Calendar Year Maximum</b> (Class I, II, III, IV, V and IX expenses)	No Dollar Maximum
<b>Annual Deductible</b> Individual, Family	None
<b>Reimbursement Levels</b>	Based on Reduced Contracted Fees
<b>Plan Pays</b>	<b>Plan Pays</b>
<b>Class I – Preventive</b> 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%
<b>Class II – Basic Restorative</b> 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%
<b>Class III – Major Restorative</b> 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%
<b>Class IV – Orthodontia</b>	50%
<b>Orthodontia Lifetime Maximum</b>	1 treatment per lifetime
<b>Class V – Temporomandibular Joint (TMJ)</b>	50%
<b>TMJ Lifetime Maximum</b>	NA
Class IX – Surgical Implants	60%
Annual Deductible	None
Surgical Implants Lifetime Maximum	No dollar maximum
<b>Missing Tooth Limitation</b>	None

**GO YOU**<sup>®</sup>

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

DFO Coinsurance



856883 a 02/14

## 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)<sup>2</sup>
- 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 coverage<sup>3</sup>
- 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 PCS<sup>3</sup>
- 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 D**

**MEMORANDUM OF UNDERSTANDING**

**Memorandum of Understanding  
Between  
The City of Middletown  
And  
Local 466, Council #4 AFSCME, AFL-CIO**

WHEREAS, the City of Middletown, hereinafter referred to as the City, and Local 466, Council #4 AFSCME, AFL-CIO, hereinafter referred to as the Union, have a collective bargaining agreement in effect between the parties through June 30, 2009; and

WHEREAS, the position of Deputy Chief Communications Officer is part of the established bargaining unit; and

WHEREAS, the position of Lead Civilian Dispatcher is also part of the established bargaining unit; and

WHEREAS, the City has authorized an increase in the number of civilian dispatchers by two (2) positions effective July 1, 2008; and

WHEREAS, the City currently has two (2) probationary civilian dispatchers who are currently being trained by the Deputy Chief Communications Officer; and

WHEREAS, the City and the Union both acknowledge that the training period for probationary employees can be as many as one hundred and eighty (180) working days; and

WHEREAS, the City and the Union agree that it is critical to the efficient operation of the Dispatch Center that all new hires be trained as quickly as possible; and

WHEREAS, the City and the Union further agree that the training of probationary employees can be done under limited circumstances by the Lead Dispatchers or Civilian Dispatchers who have seniority within the department.

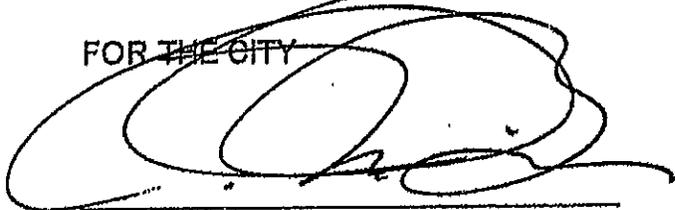
NOW THEREFORE, in consideration of the foregoing, it is agreed by and between the parties as follows:

1. Commencing immediately and effective for a period not to exceed one (1) year, unless otherwise negotiated by and between the parties, the City will compensate Lead Civilian Dispatchers or Senior Civilian Dispatchers an additional fifty-cents (.50¢) per hour to perform the duties of a Trainer.
2. Acting as a Trainer in the Department shall be voluntary.
3. The process for rotation of Trainers will be by seniority beginning with the most senior Lead Civilian Dispatcher. Should that

- employee accept the assignment, a trainee, when available, shall be placed on that dispatcher's current shift.
4. The process shall rotate from the most senior Lead Civilian Dispatcher to the remaining Lead Civilian Dispatchers. In the event that all of the Lead Civilian Dispatchers decline the opportunity or are already assigned a trainee, the next temporary assignment shall be offered to the most Senior Civilian Dispatcher.
  5. While acting in the capacity as a Trainer, the employee shall report the training progress of the probationary employee to the Deputy Chief Communications Officer. The Deputy Chief Communications Officer shall retain complete oversight of the training process.
  6. The wage differential shall only apply during the periods of actual training. Should an employee who is receiving the differential work an overtime assignment or order-in assignment, that employee shall not receive the differential in the calculation of the overtime rate for that assignment.

This Memorandum is entered into without precedent or prejudice to either party.

FOR THE CITY



Sebastian N. Giullano, Its Mayor

Dated: 6-2-08

FOR THE UNION



Jeff Daniels, Its President

Dated: 6/2/08

MEMORANDUM OF UNDERSTANDING

RED- new language BOLD - delete Trina's language BLUE-recent added 3/1  
This is a Memorandum of Understanding between the CITY OF MIDDLETOWN, hereinafter referred to as the CITY, and LOCAL 466, COUNCIL #4, AFSCME, AFL-CIO, hereinafter referred to as the UNION, revising SECTION 16a of ARTICLE V HOURS OF WORK of the current Collective Bargaining Agreement between the CITY and the UNION.

It is hereby agreed and understood that the current language of SECTION 16a of ARTICLE V shall be deleted in its entirety and replaced with the following language:

1. SECTION 16a The work shift for Civilian Dispatchers and Lead Dispatchers shall consist of eight (8) consecutive hours a day, inclusive of a one-half (1/2) hour paid lunch period and a fifteen (15) minute coffee break, forty (40) hours per week, Monday through Sunday, with two (2) consecutive days off, which days will rotate backwards one (1) day every two (2) weeks, on a fifty-six (56) day rotation period. A work shift, for the purposes of this section, is eight (8) consecutive hours during a twenty-four (24) hour period either from 8:00 a.m. to 4:00 p.m.; 4:00 p.m. to 12:00 a.m. midnight; or 12:00 a.m. midnight to 8:00 a.m. Civilian Dispatchers shall have their shift assignments posted sixty (60) days in advance.

A bid shift selection process for all Lead Dispatchers will be based upon one's seniority as a Lead Dispatcher. Upon posting of the three work shifts for the next rotation period by the Director of Central Communications, each Lead Dispatcher shall indicate on that posting one's preference of work shift in order of first choice, second choice and third choice. There shall be a minimum of five (5) working days for each Lead Dispatcher to make one's shift preference selections but all selections must be completed by no later than the date and time indicated on the posting. Failure to make a bid preference selection will waive that Lead Dispatcher's right to make a shift selection for that rotation period. The selected shifts will be awarded to Lead Dispatchers for the posted rotation period based upon one's seniority as a Lead Dispatcher.

Once the Lead Dispatcher bid selection process is completed for a rotation period and posted by the Director of Central Communications, a bid shift selection process for a minimum of three (3) Civilian Dispatchers per each of the three (3) work shifts will be based upon one's

seniority in Central Communications. All Civilian Dispatchers shall indicate one's preference of work shift for the posted rotation period in order of first choice, second choice and third choice. There shall be a minimum of five (5) working days to make one's selections but all selections must be completed by no later than the date and time indicated on the posting. Failure to make bid preference selections will waive the Civilian Dispatcher's right to make a selection of work shift for that rotation period. The selected shifts will be awarded to the Civilian Dispatchers based upon one's seniority in Central Communications.

Both Lead and Civilian Dispatchers, who are eligible and want to participate in the bid shift selection process but who may not be working during the posting period because of vacation, injury leave or sick leave, may submit, in writing, to the Director of Central Communications in advance of that leave, the three choices for work shift during that rotation period in order of preference. The Director of Central Communications will post those choices at the appropriate time.

Civilian Dispatchers, who are not assigned a work shift under the bid shift selection process, shall continue to work the fifty-six (56) day rotation period in the work shift as determined by the Director of Central Communications. Probationary employees shall not be eligible to participate in the bid shift selection process until certified to be eligible by the Director of Central Communications.

In the event that the reassignment of a work shift becomes necessary because of including but not limited to a sudden shortage of personnel on the shift and/or the need for the retraining/reevaluating of an employee on the work shift during the fifty-six day rotation period, the Director of Central Communications will first offer that opening by way of posting through the bid shift selection process as set forth hereinabove. If no one bids for the opening, the opening will be filled by the employee with the least seniority. This process will continue until the desired personnel level per shift is obtained. The employee assigned to the opening will assume the days off as posted for that opening.

Any senior employee who, as a result of the bid shift selection process, bumps another less senior employee off the shift to which that less senior employee would be assigned in the next fifty-six (56) day rotation period, will assume the days off of the less senior employee that

was bumped. In the event that this or multiple bumps on the same work shift, causes the required number of personnel on that work shift to fall below the required minimum, available starting days off will be first offered to the most senior employees on that work shift until the work shift staffing levels are adequate.

Lead Dispatchers may swap the fifty-six (56) day rotation only with other Lead Dispatchers, and Civilian Dispatchers may only swap the fifty-six (56) day rotation period with other Civilian Dispatchers subject to the advance approval of the Director of Central Communications, which approval will not be unreasonably withheld.

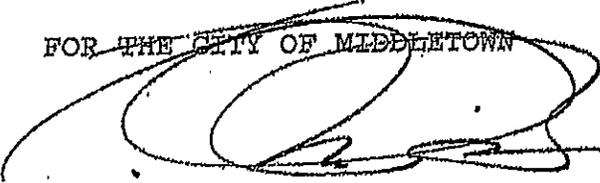
Lead Dispatchers and Civilian Dispatchers may swap an individual work shift or day off subject to the advance approval of the Director of Central Communications, which approval will not be unreasonably withheld.

Lead Dispatchers and Civilian Dispatchers may swap an individual work shift with an open work shift (self swaps) subject to the advance approval of the Director of Central Communications. All swap transactions shall be completed at the close of each fifty-six (56) day rotation period. All swaps must be in accordance with Department guidelines set forth by the Director of Central Communications. Any swaps not completed at the end of the fifty-six (56) day rotation period may be charged to sick, vacation or personal leave at the discretion of the Director of Central Communications. The Director of Central Communications may discontinue the privilege of self swaps with thirty (30) days notice to the Union.

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

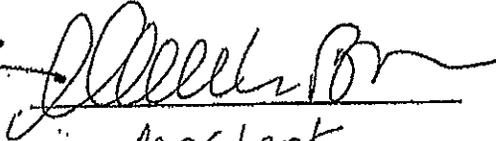
FOR THE CITY OF MIDDLETOWN

FOR THE UNION

  
Sebastian Giuliano,  
Its Mayor

Date:

3/7/2006

  
Its President

Date:

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE CITY OF MIDDLETOWN  
AND  
LOCAL 466, COUNCIL 4, AFSCME, AFL-CIO

WHEREAS, the City of Middletown, hereinafter referred to as the CITY, through its Common Council, has reorganized the Water and Sewer Departments, in which departments members of the Local 466, Council 4, AFSCME, AFL-CIO, hereinafter referred to as the UNION, are employed; and

WHEREAS, the CITY and the UNION entered into impact negotiations over the effect of this reorganization upon members of the UNION employed within the Water and Sewer Departments; and

WHEREAS, the CITY and the UNION have reached an agreement as the result of the negotiations.

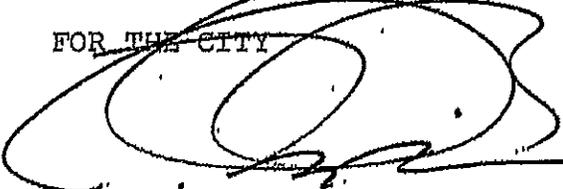
NOW THEREFORE, in consideration of the foregoing, the CITY and the UNION agree as follows:

1. The UNION agrees to the titles and job descriptions, as discussed and amended during negotiations, which job descriptions are appended hereto, as follows: Water Treatment Plant Operator I, Salary Grade 8 (2 positions); Water Treatment Plant Operator II, Salary Grade 9 (2 positions); Utility Worker IV, Salary Grade 8 (3 positions); Utility Worker III, Salary Grade 7 (8 positions); Utility Worker II, Salary Grade 6 (8 positions); Utility Worker I, Salary Grade 5 (3 positions); Chief Meter Technician, Salary Grade 9 (1 position); and Heavy Equipment Operator, Salary Grade 9 (1 position).
2. The UNION agrees that the new job titles and job descriptions shall become effective upon approval of the CITY'S Common Council.
3. The CITY agrees to offer the UNION eleven (11) promotional opportunities specifically with the newly created Heavy Equipment Operator position; the additional two Utility Worker IV positions; and the addition of two Utility III positions with the upward mobility of the current workforce as the result of the filing of the higher level utility worker positions.

4. The UNION agrees that the position of Assistant Superintendent of Water Pollution Control will be removed from the CITY'S classified service as the result of this reorganization. The CITY agrees that should Al Sanders, who is currently the Acting Superintendent of Water Pollution Control, decide not to take the position of Superintendent of Water Pollution Control, he will be allowed to return to his former position of Assistant Superintendent of Water Pollution Control. However, the UNION agrees that this position of Assistant Superintendent of Water Pollution Control will be removed from the CITY'S classified service once Mr. Sanders no longer occupies the position.
5. The foregoing is entered into by and between the parties without precedent or prejudice to either party.

FOR THE CITY

FOR THE UNION

  
Sebastian Giuliano,  
Its Mayor  
Date: 3/17/08

  
Jeff Daniels,  
Its President  
Date: 3/14/08

**Settlement Agreement  
Between  
The City of Middletown/Middletown Board of Education  
And  
Local 466, AFSCME Council #4, AFL-CIO**

Whereas, on November 3, 2008 a Step 2 grievance hearing was held regarding working conditions for cafeteria workers and the Cafés Manager at Middletown High School; and

Whereas, both the Board of Education and the Union acknowledged that the construction of the new high school and new cafeteria program presented unknown challenges at the start of the school year; and

Whereas, while the Union requested additional help within the cafeteria services at Middletown High School, the Board of Education was not prepared to make a determination until such time as they had an opportunity to assess how the operation would ultimately fair; and

Whereas, the Middletown Board of Education was also concerned about expending funds for additional salary and benefits out of Cafeteria Services until such time as they could determine that the additional costs could be supported through revenue; and

Whereas, while the Middletown Board of Education can not guarantee that the Cafeteria Services fund will be able to accommodate all of the increases as proposed, they are agreeing to increase the staff at Middletown High School because it is the fair and right thing to do for the operational efficiency and the health and safety of the workforce.

Now therefore, in consideration of the aforementioned, the parties have agreed upon the following:

1. Effective immediately, the Middletown Board of Education shall request through normal protocols the hiring of five (5) additional cafeteria workers for Middletown High School. These five (5) new hires shall be unionized and under the auspices of Local 466, AFSCME, Council #4, AFL-CIO
2. The City shall begin an external recruitment for the position of cafeteria worker in order to certify an eligibility list.
3. The Board shall continue to utilize cafeteria floaters as has been past practice but will eliminate the four (4) part time, ten (10) hour per week cashiers once the five (5) unionized workers have been selected.
4. The Union shall withdraw MPP-27479
5. The Union shall agree to waive the time frames as set forth in Article I, Recognition, Section 1(d) and shall extend the temporary worker in the position of Food Production Cook through April of 2009.
6. Upon release of the position of Food Production Cook by the Middletown Common Council, the City and the Board shall begin the process to

immediately recruit, in accordance with rules set forth in the Collective Bargaining Agreement, for the vacancy.

7. The Grievance as filed and heard on November 3, 2008 is considered closed.

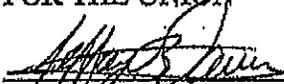
This Settlement Agreement is entered into without precedent or prejudice to any party.

FOR THE CITY

  
Sebastian N. Giuliani, Its Mayor

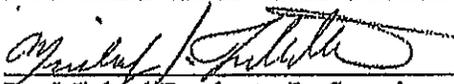
Dated: 11.7.08

FOR THE UNION

  
Jeffrey Daniels, Its President

Dated: 11-6-08

FOR THE BOARD OF EDUCATION

  
Dr. Michael Frechette, Its Superintendent

Dated: 11-5-08

RECEIVED  
PERSONNEL DEPARTMENT  
CITY OF MIDDLETOWN  
2008 JUL 31 AM 11:53

SETTLEMENT AGREEMENT BETWEEN

CITY OF MIDDLETOWN

and

COUNCIL 4, AF6086, AFL-CIO, LOCAL 488  
CASE NO. MPP-27268

in full and final settlement of MPP-27268, the City of Middletown, hereinafter referred to as the CITY, and Local 488, Council 4, AF6086, AFL-CIO, hereinafter referred to as the UNION, agree as follows:

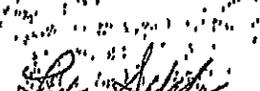
1. Management will make its best efforts to communicate with tradesmen, except in the case of an emergency, on work prior to subcontracting any work that is required to maintain the efficiency of operations.
2. Management agrees to adhere to the provisions/limitations of the State Board of Labor Relations' decision captioned "IN THE MATTER OF THE CITY OF NEW BRITAIN and LOCAL 1188 OF COUNCIL 4, AF6086, AFL-CIO," which decision requires that Management confine the subcontracting of tradesmen work within the boundaries of its past practice.
3. The UNION withdraws MPP-27268 with prejudice.

  
Union

7/31/08  
Date

  
City of Middletown

7-31-08  
Date

  
Union

7/31/08  
Date

  
City of Middletown

7/31/08  
Date

**Memorandum of Understanding**  
**Between**  
**THE CITY OF MIDDLETOWN**  
**And**  
**LOCAL #466 OF COUNCIL #4, AFSCME, AFL-CIO**

Whereas, the City of Middletown, hereinafter, referred to as the "City", and Local #466 of AFSCME Council #4, AFL-CIO, hereinafter referred to the "Union" have a collective bargaining agreement in effect through June 30, 2017; and

Whereas, the classification plan of the City includes the position of School Custodian I for which the Union is the exclusive bargaining agent; and

Whereas, ARTICLE XIII, VACANCIES, Section 1 of the collective bargaining agreement states that the standard procedure for filling vacancies will be a city-wide posting to solicit interest from bargaining unit members; and

Whereas, Robert Leighton, School Custodian I has recently been transferred to a 20-hour per week position as School Custodian I at the Bielefield School; and

Whereas, Robert Leighton's transfer to Bielefield School creates a vacancy in his former 15-hour per week position at Central Office; and,

Whereas, the Middletown Public Schools wishes to increase the number of work hours for its School Custodian I position at Central Office to 20 hours, and also wishes to create a full-time position for Robert Leighton; and

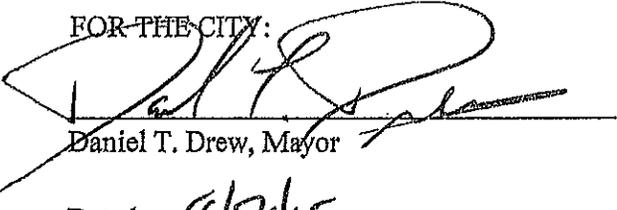
Whereas, Robert Leighton's regular hours of work shall be 1:00 p.m. to 5:00 p.m. at Bielefield School and 5:00 p.m. to 9:00 p.m. at Central Office, Monday through Friday;

Now, therefore be it resolved that the parties agree to waive the city-wide posting requirements to bargaining unit members of the Union as stated in ARTICLE XIII, VACANCIES, Section 1 to allow the appointment of Robert Leighton to this newly created full-time, forty (40) hours per week position which will require Robert Leighton to work 20-hours per week at Bielefield School and 20-hours per week at Central Office; and

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.

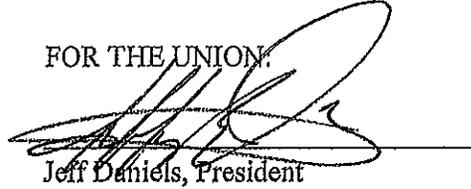
This Memorandum of Understanding is entered in to without precedent or prejudice to any party.

FOR THE CITY:

  
Daniel T. Drew, Mayor

Dated: 8/7/15

FOR THE UNION:

  
Jeff Daniels, President

Dated: 8-3-15

**Memorandum of Understanding**  
**Between**  
**THE CITY OF MIDDLETOWN**  
**And**  
**LOCAL #466 OF COUNCIL #4, AFSCME, AFL-CIO**

This Memorandum of Understanding ("MOU") is entered into between the City of Middletown ("City") and Local #466 of AFSCME Council #4 ("Union" or "Local 466") (collectively "Parties"). The City and the Union have a collective bargaining agreement in effect through June 30, 2017 ("CBA").

**WHEREAS**, the City currently has a Building Superintendent II/Pool position within its classified plan. Based on need, there are two such positions within the Middletown School District. One position is at Middletown High School ("MHS") with the hours of 6:00 a.m. to 2:30 p.m. and the other position is at Woodrow Wilson Middle School ("WWMS") with the hours of 7:00 a.m. to 3:30 p.m.

**WHEREAS**, based on liability concerns, the Middletown Board of Education ("BOE") no longer offers aquatic classes anywhere in the District. Because all pool use currently occurs in the evening hours, the BOE has a greater need for coverage in the evening hours than during the day.

**WHEREAS**, in light of these issues, the City approached the Union about moving both positions from morning to evening hours. The City and the Union met to discuss this matter and to negotiate the impact of these changes as is required under the Municipal Employees Relation Act.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants provided for herein, the City and the Union agree as follows:

1. Raymond Zalewski currently works as a Building Superintendent II/Pool at MHS from 6:00 a.m. to 2:30 p.m. Based on this agreement, Mr. Zalewski will remain at MHS until November 27, 2015. On November 30, 2015, Mr. Zalewski will transfer to WWMS and work the hours of 11:00 a.m. to 7:30 p.m. Monday through Friday. In addition, Mr. Zalewski will train the new Building Superintendent II/Pool (Austin Brassaw) three days per week from November 30 until December 18 from 7:00 to 10:00 p.m. This training will not interfere with the existing Park and Recreation programs already scheduled at WWMS and training will be coordinated through the Facilities Department and in conjunction with the MHS Building Superintendent.
2. Per the Mayor's conditional offer of employment to Austin Brassaw, Mr. Brassaw obtained his pool operator certification on November 19, 2015. Mr. Brassaw currently works as a School Custodian I at WWMS. He will complete his work at WWMS on November 27, 2015 and transfer to MHS as the Building Superintendent II/Pool beginning November 30, 2015. The hours for that position will be 2:00 p.m. to 10:00 p.m.
3. In addition, one night custodian from MHS will be transferred to a day position at MHS. The position will be posted to MHS night custodians only to determine interest. The Facilities Department shall select its choice for transfer. Jeff Turro may provide his input regarding the transfer, but ultimately, the Facilities Department will decide. Said transfer will have to be signed off on by the Mayor.

4. If the MHS Pool Superintendent II/Pool position goes back to daytime hours, the parties agree that Ray Zalewski shall be offered the right of first refusal for said position.
  
5. 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.

All terms and conditions of this Memorandum of Understanding are without precedent and shall not apply to any bargaining history and shall not in any way be considered mid-term bargaining.

**FOR THE CITY:**



Daniel T. Drew, Mayor

Dated: 11/25/15

**FOR THE UNION:**



Jeff Daniels, President, Local 466

Dated: 11-24-15