AGREEMENT

BETWEEN

THE CITY OF MIDDLETOWN, CONNECTICUT

AND

UNITED PUBLIC SERVICE EMPLOYEES UNION,
Local 6457

JULY 1, 2015 – JUNE 30, 2020

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PREAMBLE

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

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

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

ARTICLE I
RECOGNITION

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

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

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

ARTICLE II
NON-DISCRIMINATION

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

SECTION 2 Whenever the masculine form of any pronoun is used in this Agreement, it is understood that the reference includes both male and female employees.

ARTICLE III
UNION SECURITY

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

SECTION 2 Any employees within the UPSEU bargaining unit shall as a condition of continuing employment, be a member of the Union or pay a service fee not to exceed the monthly Union dues.

SECTION 3 The deduction shall be made once a month (or weekly) on the same pay day each month (week) as specified by the City and remitted to the Secretary Treasurer of the Union. The City shall provide a list of names for whom dues have been deducted.

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

ARTICLE IV
UNION BUSINESS

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

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

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

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

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

ARTICLE V
HOURS OF WORK

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

SECTION 2 With the exception of those positions listed in Section 5 of this Article, the regular hours of work for employees working a forty (40) hour week shall be from 8:30 a.m. to 4:30 p.m. over a period of five (5) consecutive days of eight (8) continuous hours, Monday through Friday, with one (1) hour for lunch. Employees working a forty (40) hour work week will have the option to establish a schedule for work between the hours of 8:00 a.m. to 5:00 p.m. over the five (5) consecutive days consisting of eight (8) continuous hours, Monday through Friday, with one (1) hour for lunch. Such a schedule of work will be established with the mutual consent of the employee's direct supervisor.

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

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

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

SECTION 6 Union employees without the ability to receive overtime may accrue up to 40 hours of compensatory time per year in accordance with this section. To accrue compensatory time, the employee must work more than 45 hours in one week. This means that the employee must work his/her regularly scheduled hours (i.e. 8:30 a.m. to 4:30 p.m.) and then work an additional 5 hours during that week before that employee can accrue one hour of compensatory time. To accrue any compensatory time, said time needs to be reviewed and approved in advance by the employee’s direct supervisor or the Mayor, if appropriate, and said time would have to be shown on an employee’s timecard. Any accrued compensatory time would have to be used by the employee within the fiscal year it was accrued. Use of compensatory time needs to be approved by the employee’s direct supervisor or the Mayor, if appropriate, in advance of the

employee using the time. If the employee fails to use any portion of the compensatory time by the end of the fiscal year in which said time was accrued, then the employee forfeits any remaining compensatory time from that year. Compensatory time cannot be transferred to or exchanged with any other employee. No employee will be allowed to cash out compensatory time, nor will the allotment of compensatory time increase an employee's pensionable wages. Those individuals in the Union who are eligible to receive overtime wages are not eligible to receive compensatory time.

ARTICLE VI
VACATIONS AND HOLIDAYS

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

SECTION 2 Vacation Allotment

A. Every employee shall be eligible for paid vacation time after completion of his/her probationary period with the City. Employees shall start to earn vacation allowances as of their date of hire.

B. Beginning on July 1, 2016 and continuing each year thereafter, all vacation time that a Union member is eligible to receive under this contract shall be allocated to the Union member at the beginning of the fiscal year. If a Union member leaves City employment at any time during the year, however, the City shall use the accrual method set forth under subsection C below to determine whether the employee has the ability to run out any current year vacation time or whether the employee must pay back the City for current year time received, but not yet accrued. For example, if an employee who has worked for the City for less than nine years receives three (3) weeks of vacation time on July 1, immediately uses 1 week of vacation (40 hours), and then leaves City employment on August 1, that employee would need to reimburse the City for 30 hours of time (i.e. 40 hours of vacation time – 10 hours accrued within first month = 30 hours used, but not accrued) and would forfeit the other 80 hours that the employee received, but had not yet accrued under subsection C below.

C. Vacation allowances shall be earned annually based on the following schedule:

1. One and one quarter (1-1/4) working days per month for all employees having less than nine (9) years of service. After successful completion of the probationary period, employees shall be eligible to utilize 7.5 days of earned vacation time. After one year of employment, employees shall have earned a total of fifteen (15) days' vacation time.

2. One and two thirds (1-2/3) working days per month for all employees having at least nine (9) years of service.

3. Each employee upon completing twenty-one (21) years of service shall receive one

(1) additional day vacation per year for each additional year of service up to a maximum of twenty-five (25) days.

D. In addition to the above, any employee who has been employed by the City for sixteen (16) or more years and has twelve (12) or more years in a position covered by this Agreement will receive an extra five (5) days' vacation. The City shall have the right, where it deems appropriate, to accelerate an individual's entitlement in order to attract qualified individuals to various positions.

SECTION 3 Employees who have been employed by the City for five (5) or more years, with prior approval from the Mayor and/or his/her designee, may be allowed to carry over vacation time into the next year. The maximum vacation accumulation shall be eight (8) weeks. Any accumulated vacation in excess of eight (8) weeks on the last day of the fiscal year will be forfeited unless such employee can demonstrate that he/she was unable to take the amount of forfeited days in the previous fiscal year. In that case, such employee will be paid for any unused vacation in excess of eight (8) weeks.

SECTION 4

A. The following holidays shall be paid holidays:

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

B. Any other holiday so decided as a holiday by the Mayor.

SECTION 5 Holiday Pay

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

SECTION 6 Saturday/Sunday

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

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

ARTICLE VII
INSURANCE

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

A. Employee Health Plan - to access care you have the option of receiving care in-network by the carrier's participating provider with most services covered at one hundred percent (100%) subject to fixed co-pay amounts of twenty dollars ($20.00) per office visit, one hundred dollars ($100.00) per emergency room visit (waived if admitted) and a two hundred and fifty dollars ($250.00) per admission inpatient hospital co-pay is required. Or, you can choose to receive services out-of-network by a licensed physician of your choice, subject to four hundred dollars ($400.00) per person/eight hundred dollars ($800.00) per family calendar year deductibles with out-of pocket maximums of eighteen hundred dollars ($1,800.00) per person/three thousand dollars ($3,000.00) family (Including deductibles).

B. This health plan shall go into effect on the first of the month following ratification of this contract by the Council. For instance, if this contract is ratified by Council on February 1, 2016, these benefits shall go into effect on March 1, 2016.

C. This plan also includes a prescription drug benefit that requires copays for a thirty day supply (at the drug store) of $5 generic, $20 preferred brand, and $35 non-preferred. The following co-pays shall apply for a 90 day supply through mail order: $10 generic, $40 preferred brand, $70 non-preferred.

D. The prescription drug benefit set forth in Section 1, C above shall include mandatory generic. If a member requests a brand name medication when a generic equivalent is available, he/she will pay the difference in cost between the brand name and the generic unless his/her doctor determines that it is medically necessary for the member to take the brand name medication. In the case of medical necessity, the physician must seek prior approval for the mandatory generic exception from the City's pharmacy benefit manager ("PBM"). In addition, the current PBM's standard formulary shall be replaced by the Preferred National Formulary in effect as of January 1, 2016.

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

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

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

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

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

A. **OPTION A**: Members who were active employees as of July 1, 2006 had the option in a prior contract to select Option A, which provides that upon retirement, those members shall be provided the same health insurance coverage as active employees, subject to the same limitations and payments as active employees, as may be amended from time to time. Under this Option, the premium cost-sharing obligation for the retiree will be the same percentage as applied to active employees under Section 3 of this Article as may be amended from time to time. Current active employees who select Section 6A, will have a 25% maximum premium cost share. All pensioners, age sixty-five (65) and older who are eligible for Medicare Parts A & B shall receive the same coverage as active employees, as said coverage, limitations and payments may be amended from time to time. The City's plan shall be supplemental to Medicare. Employees must have at least fifteen (15) years of City service to be eligible for health insurance benefits upon retirement. Members who selected this option shall be entitled to pension benefits as defined under Article 8 of this Agreement.

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

Less than Age 45	80% of cost of healthcare premium
Ages 46 to 54	60% of cost of healthcare premium
Ages 55 to 61	40% of cost of healthcare premium
Age 62 and on	Retiree pays same as actives with a cap of 25% applied for life

Upon ratification of this Agreement until January 1, 2017, those individuals seeking to retire who fall within the ages of 55 to 61 shall pay 35% of the cost of healthcare premium for life instead of the 40% set forth above. After January 1, 2017, any member seeking to retire within this age group (55-61) shall be required to pay 40% of the cost of healthcare premium for life in accordance with the above schedule.

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

C. For Members who had the ability to choose Option A or B as set forth above, in the event, that employee is later diagnosed with a legitimate life threatening or debilitating illness, which is medically verified, causing that employee to immediately retire, that employee can elect to revert back to the health insurance coverage afforded retirees under subsection A. of this Section.

D. For those employees eligible to select the retirement benefits afforded under subsections A. or B. of this Section and who fail to do so within the one hundred twenty (120) day window, the employee will receive the retirement health benefits afforded under this subsection B., which shall not be grievable.

E. Except as set forth under subsection F below, all employees who joined the bargaining unit after July 1, 2006 shall be eligible for health insurance benefits as long as the employee has at least fifteen (15) years of City service and shall pay for said benefit in accordance with the following schedule based upon age on the date of retirement:

Less than Age 45	80% of cost of healthcare premium
Ages 46 to 54	60% of cost of healthcare premium
Ages 55-61	40% of cost of healthcare premium
Age 62-on	Same as actives with a cap of 35% for life

F. For those City employees, who, by promotion, become members of this bargaining unit and who have more than ten (10) years of City service at the time of the promotion, they shall be eligible to elect, within one hundred twenty days of the appointment, either to receive the health insurance benefits in accordance with the premium cost sharing options offered under either subsection A or B of this Section. Failure to so select will cause the promoted employee to receive the retirement health benefits and applicable pension benefits afforded to retirees under subsection B of this Section which shall not be grievable.

G. Upon the death of the pensioner, the spouse may pick up the above health insurance coverage for life so long as he/she does not remarry subject to all the same terms, payments and conditions applicable to active employees, as said terms, payments and conditions may be amended from time to time.

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

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

SECTION 8 Any pensioner who is gainfully employed in a capacity where they are provided group insurance benefits, shall within thirty (30) days, notify the City that he/she no longer needs to be covered or begin to contribute on a monthly basis twenty four percent (24%) of the cost of the medical insurances to the City of Middletown. In the event the retired employee ceases to be employed where group medical insurance is provided, he/she shall be reinstated to the appropriate medical insurance program at the City's expense.

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

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

SECTION 11 The parties agree to reopen negotiations with respect to health benefits on or before January 1, 2017 to address and negotiate the impact of the anticipated 2018 Affordable Care Act Excise Tax or other similar law or regulation that substantially increases, alters, or impairs the financial obligations of the City as it relates to health care. If the parties cannot come to an agreement on health benefits by June 30, 2017, the parties agree to submit immediately to binding arbitration so that a decision on health benefits may be made and can be implemented before the excise tax takes effect on January 1, 2018. In the event of arbitration under this section, the parties agree to split the costs associated with said arbitration, which will include the costs of a stenographer.

ARTICLE VIII
PENSION

SECTION 1 Pension benefits will be as provided for the Pension Ordinance of the City of Middletown in place on January 1, 1983, as amended.

SECTION 2 In addition to the pension benefits outlined in the Pension Ordinance of the City of Middletown, it is agreed that the minimum number of years required for vesting shall be ten (10) years. Anyone who shall receive a vested benefit based on the minimum of ten (10) years of service, but less than twenty (20) years of service, shall be eligible to collect such benefits at age sixty-five (65). No employee who vests with less than twenty (20) years of service, with the exception of those employees who are age sixty-five (65) and have at least fifteen (15) years of service, shall receive insurance benefits upon receiving a pension benefit based on the vested rights.

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

SECTION 3 Notwithstanding the Middletown Pension Ordinance, the basis for the computation of pension benefits for retirees shall be the three (3) consecutive highest years of service. (Ord. Ref. Section 74-38(B)).

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

of service to a maximum of eighty percent (80%) and shall be eligible for retirement after twenty (20) years of credited service.

SECTION 5 Payment of the pension contribution in the amount of six percent (6%) per week shall be in accordance with a pre-tax payment plan and the pension shall be calculated on total salary including deferred payments, if any. When a member of the bargaining unit is credited with the maximum number of City service years but continues as an active employee, the six percent (6%) weekly pension contribution will cease.

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

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

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

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

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

ARTICLE IX
SENIORITY

SECTION 1 An employee's seniority shall commence on the date he/she is first hired for the City, however, the first six (6) months of service in any classification shall be considered probationary. Such probationary employee, during this initial probationary period, shall not have the right to the grievance process provided in this contract.

SECTION 2 An employee laid off because of the elimination of a position shall be given a

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

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

SECTION 4 Employees who are transferring 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/her former position or, in the event the former position no longer exists, then to a comparable position with no loss of seniority. Failure to pass the probationary period shall not be subject to the grievance procedure.

ARTICLE X
DISCIPLINE

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

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

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

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

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

SECTION 6 **Initial Need for Consultation**

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

A. The supervisor will meet with the employee to discuss the matter;

B. The supervisor will inform the employee of the nature of the problem and the action which the supervisor deems necessary to correct it;

C. The supervisor will prepare a memorandum for his/her own records which indicates that the meeting did take place, which will be in the employee's personnel file in the Human Resources Division.

SECTION 7 **Action**

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

A. The supervisor will issue a verbal reprimand which shall be documented by memorandum and placed in the employee's personnel file.

B. If subsequent to the verbal reprimand, the action or inaction continues by the employee, the supervisor will issue a written reprimand to the employee.

C. At that point, the supervisor will warn the employee that another occurrence, or, in the event of inaction or nonperformance, such inaction or nonperformance continues, will result in more severe disciplinary action being taken, up to and including termination;

D. The Supervisor will prepare and forward to the Human Resources Division a memorandum describing the initial incident along with the present incident with a summary of the action taken during the meeting with the employee.

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

1. Suspension without pay for not more than two days.

i. Notice of Suspension will include the reason for suspension and dates of suspension.

ii. Copies will be forwarded to the Human Resources Division, Finance Department and the Mayor.

2. Request in writing to the Mayor, through the Director of Human Resources, his/her recommendation for additional days of suspension. If final decision by the Mayor is to suspend the employee for more than 2 days, the Mayor will furnish the action in writing to the Employee, copied to the Department Head, Human Resources Division and Finance Department.

3. Recommend to the Mayor, through the Director of Human Resources, that such employee be demoted. The Mayor will respond to the Department Head and Employee, in writing, to the recommendation, a copy of which will be furnished to the Human Resources Division.

4. Recommend to the Mayor, through the Director of Human Resources, that such employee be terminated. The Mayor will respond to the Department Head and the employee, in writing, to the recommendation and a copy of the response will be furnished to the Human Resources Division.

SECTION 8 Reason in Writing

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

SECTION 9 Application

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

SECTION 10 Guidelines May Be Avoided

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

ARTICLE XI
GRIEVANCE PROCEDURE

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

SECTION 2

Step 1

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

Step 2

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

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

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

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

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

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

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

retirement as outlined in Article VII Pension, Section 2 of this Agreement and now faces forfeiture of those health insurance benefits as the result of his/her termination in accordance with Article VII Insurance, Section 10; and/or (3) where the employee has accumulated sick time pursuant to Article XVII Sick Leave, Section 12 and now faces forfeiture of that accumulated sick time as a result of his/her termination from employment in accordance with Article XVII Sick Leave Section 12. The arbitrator, in these specific instances, will have the authority pursuant to the terms of this Agreement, to decide not only if there was just cause for the termination but if the just cause was sufficient to deprive the employee of the pension benefits, health benefits or sick time accrual for which the employee was eligible under the terms of this Agreement.

The City must prove by a preponderance of the evidence that any loss of benefit that is subject to forfeiture resulting from an employee who is convicted of a criminal felony due to employee corruption through wanton or willful misconduct in regards to the employee being involved in illegal activities while performing their specific job duties. Criminal acts performed outside of an employee's job duties shall not constitute grounds for the forfeiture of pension benefits.

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

ARTICLE XII
MANAGEMENT RIGHTS

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

A. To determine the type, care, maintenance, and operation of equipment and property used for and on behalf of the City.

B. To establish or continue policies, practices, and procedures for the conduct of City business and from time to time, to change or abolish such policies, practices or procedures.

C. To discontinue processes, or operations, or to discontinue their performance by employees.

D. To select and to determine the number of types of employees required to perform the City's operations.

E. To employ, transfer, promote or demote employees or to layoff, terminate, or otherwise relieve employees from duty for lack of work or other legitimate reasons when it shall be in the best interests of the City or Department.

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

ARTICLE XIII
MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE XIV
LEAVES OF ABSENCE

SECTION 1 Eligibility

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

A. An employee who is an “eligible employee” as defined under the Federal Family and Medical Leave Act (“FMLA”), 29 U.S.C. §1601, etc., shall be granted up to twelve (12) weeks of FMLA leave during a twelve (12) month period in accordance with the Act. Any accumulated paid leave must be exhausted first in situations where the leave being taken by the employee is covered by the Act, and

said paid leave shall be included in (and shall not be in addition to) the aforementioned twelve (12) weeks of allowable leave. A medical certificate acceptable to the City shall be required for FMLA leave situations. The parties agree to comply with the FMLA as amended from time to time.

B. An employee on leave without pay shall not continue to accumulate sick leave; however, the continuity of employment shall be preserved for purposes of seniority.

C. Employees on FMLA leave shall have their health insurance coverage maintained during such leave on the same terms as if they had continued to work. If the employee fails to return to work, the employee shall be liable for retroactive premium payments in accordance with FMLA, unless extenuating circumstances mutually agreeable to the parties dictate that repayment is not necessary. The parties, however, acknowledge that if there is no mutual agreement regarding the exemption from the repayment requirement, then payment is due and the issue is not grievable under Article XIII (Grievance Procedure) of this Agreement.

D. Personal Leave of Absence

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

E. Military Leave of Absence

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

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

F. Educational Leave of Absence

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

G. Public Service Leave of Absence

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

SECTION 2 Return to Work

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

SECTION 3 Failure to Return

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

SECTION 4 Benefits

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

SECTION 5 Approval

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

ARTICLE XV
SPECIAL AND PERSONAL LEAVE

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

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

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

SECTION 4 Personal Leave

A. Employees are entitled to four 4 personal leave days per fiscal year in accordance with the schedule set forth under subsection (C). The day can be used for any private or personal matter the employee chooses. The days are to be given with pay and cannot be accumulated.

B. Employees shall normally give their immediate supervisor twenty-four (24) hours' notice before taking a personal day unless there is an emergency or the immediate supervisor approves less notification.

C. An employee shall receive personal days as follows:

(1) An employee shall be credited with four (4) personal days at date of hire, if he/she is hired between July 1 and September 30;
(2) An employee shall be credited with three (3) personal days at date of hire, if he/she is hired between October 1 and December 31;
(3) An employee shall be credited with two (2) personal days at date of hire, if he/she is hired between January 1 and March 31;
(4) An employee shall be credited with one (1) personal day at date of hire, if he/she is hired between April 1 and June 30;
(5) On each July 1 thereafter, all employees shall receive four (4) personal days per fiscal year.

C. Under no circumstances shall an employee receive more than four (4) personal days per fiscal year.

ARTICLE XVI
SICK LEAVE

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

A. Illness or injury, except where directly connected to employment by an employer other than the City of Middletown.

B. When the employee is required to undergo medical, optical, or dental treatment.

C. A special leave shall be granted for attendance upon members of the immediate family where serious illnesses, supported by a doctor's certificate, requires the care of such employee, but said time will be subtracted from accrued sick leave. Immediate family is defined for the purpose of this Article to be father, mother, sister, brother, spouse, children, mother-in-law, father-in-law, daughter-in-law, son-in-law, grandmother, grandfather, grandchild, aunt, uncle, step-children, adopted children or any relative domiciled within an employee's household.

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

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

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

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

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

SECTION 7 In cases of extreme emergency involving employees who, through serious or protracted illness, have used all of their accumulated sick leave, extensions of sick leave with pay and leaves of absence for sick leave purposes, may be granted to employees per the procedures outlined in the City of Middletown Code of Ordinances (20-30 through 20-33) (Section 74-3 subsections A. through D.). It is specifically understood by the Union that all extensions of sick leave with pay must be paid back to the City either by a deduction from future

accrued sick leave or vacation time according to a method determined by the City's Finance Department or monetarily if the employee ceases employment with the City. Such reimbursement must occur prior to the City releasing any payment for accrued benefits or pension contributions.

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

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

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

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

SECTION 12 An employee who retires or terminates his/her employment with the City shall be paid fifty percent (50%) of his/her accumulated sick leave, exempting, however, the amount to be paid shall not exceed one hundred (100) days pay. Full payment will be made by the City for any accumulated sick leave at the time of death in accordance with the limitations contained herein. Payment will be made to employee's spouse and children, in that order. In the event that a member of the bargaining unit is terminated for just cause he/she will forfeit this benefit if it is decided by an Arbitrator, pursuant to Article XII Grievance Procedure, Section 2, that the just cause for which the employee was terminated was sufficient to deprive the employee of this benefit.

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

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

ARTICLE XVII
EDUCATION

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

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

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

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

ARTICLE XVIII
SAVINGS CLAUSE

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

ARTICLE XIX
VACANCY/APPOINTMENTS/MEMBERSHIP

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

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

A. Before filling any vacancy or newly created position in the bargaining unit, the City shall conduct a combined departmental/Citywide posting of the said position open only to members of the bargaining unit for a period of ten (10) working days and shall send a copy of such posting to the Union. Qualification examinations for internal bargaining unit applicants for the position shall be administered within thirty (30) days after the closing date of the posting unless unusual circumstances, including but not limited to acts of God, budget or financial circumstances or sickness prevent otherwise. The said position will be filled within thirty (30) days thereafter provided the applicant(s) has(ve) met all of the necessary qualifications for the said position. If

there are no qualified members of the bargaining unit for the said position, the City shall post the position as open-competitive.

B. The Mayor, in accordance with the City Charter, shall have the right to make appointments to the following positions and shall not be required to comply with the vacancy requirements and processes set forth in Section 2A of this Article:

1. Director of Parking;
2. City / Town Clerk;
3. Director of Recreation and Community Services;
4. Tax Assessor;
5. Director of Planning, Conservation & Development;
6. Director of Information Systems;
7. Deputy Director of Planning, Conservation & Development;
8. Deputy Director of Public Works;
9. Deputy Assessor;
10. Deputy City / Town Clerk;
11. Deputy Director of Central Communications; and
12. Deputy Director of Water and Sewer

SECTION 3 Once ratified, the following positions shall be removed from the Union: Director of Central Communications, Director of Health/Vital Statistics, Director of Water & Sewer, and Assistant Director of Finance (2). The City and the Union agree that if the City decides to restructure the Finance Department so that there is one Assistant Director of Finance instead of two and if it decides to create an accounting or manager position in its place, the accounting or manager position will return to the Union.

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

ARTICLE XX
EMPLOYEE ASSISTANCE PROGRAM

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

SECTION 2 Confidentiality

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

SECTION 3 Procedure For Referral

A. The employee may call the EAP directly for self-referral.

B. The supervisor may make a referral when an employee's performance is affected.

SECTION 4 Responsibilities

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

ARTICLE XXI
CLASSIFICATIONS/WAGE SCALES

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

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

SECTION 3 During the first ten (10) days following each January 1, the Union shall have the opportunity to request that a Review Committee consider the labor grade placement of any position within the bargaining unit. No more than three (3) job titles may be considered by the Review Committee in any annual review.

The criteria for review shall be:

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

The Review Committee will consist of two (2) members and an alternate appointed by the Union, two (2) members and an alternate appointed by the City, and one (1) member chose by the other members, if needed, as mutually agreed between the parties, who may be a City

employee who is not a member of the Union bargaining unit. The Human Resources Director shall chair the Committee and serve as one of the City members. The Committee shall be reconstituted upon the execution of each successor bargaining agreement unless otherwise mutually agreed.

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

A. The forms for the submission of upgrading requests by bargaining unit members;
B. Documentation that must be submitted with the request;
C. That once a request is considered by the Committee, the same request cannot be submitted again for at least one (1) year; and
D. That selection of candidates for review shall be by lottery.

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

ARTICLE XXII
DRUG TESTING

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

A. The City may require an employee to submit to drug testing if there is a reasonable suspicion that the employee may be under the influence of illegal or controlled substances. If an arbitrator is called upon to determine whether the City had "reasonable suspicion" to conduct a drug test in any given case, he or she shall not be bound by any external definition of that term.

B. An employee's first confirmed positive test shall not be cause for termination, provided the employee agrees to participate in a treatment program as recommended by the City's EAP, successfully completes such program as well as any recommended follow-up, which may include a requirement of random testing, and provides whatever authorization is necessary to permit the City to verify compliance with the above. Said employee must submit to a fitness for duty exam before returning to work. An employee's second positive test result may be

grounds for discharge.

C. Refusal to summit to testing shall be considered the equivalent of a confirmed positive test result.

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

ARTICLE XXIII
WAGE

SECTION 1 The pay rates and pay ranges for job classes in the bargaining unit as of June 30, 2015 shall be as prescribed in in the attached appendices.

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

Effective and retroactive to July 1, 2015, the wage rate at each step and salary grade of the salary schedule in effect on June 30, 2015 shall increase by 2.25%.

Effective July 1, 2016, the wage rate at each step and at each salary grade of the salary schedule in effect on June 30, 2016 shall increase by 2.75%.

Effective July 1, 2017, the wage rate at each step and at each salary grade of the salary schedule in effect on June 30, 2017 shall increase by 2.75%.

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 2.25%

ARTICLE XXIV
PERFORMANCE EVALUATIONS

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

ARTICLE XXV
LAY-OFF AND RECALL

SECTION 1 Definition of Layoff

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

SECTION 2 **Definition of Seniority**

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

If the seniority of two (2) or more employees is exactly the same then the priority for layoff and recall shall be determined by a coin toss. Any part-time employment (within the MMPA, Teamsters, or UPSEU bargaining units only) shall be pro-rated for purposes of seniority pursuant to this Section.

SECTION 3 **Notice of Layoff**

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

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

A. In cases where a layoff notice is given to an employee, the employee has the opportunity to transfer to a vacancy in the same or comparable position, or to a lower position the employee is qualified to fill.

B. If no vacancy exists or the employee refuses to transfer to an existing position, the employee may exercise bumping rights.

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

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

A. The next senior employee with the same job title/description.

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

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

SECTION 6 **Recall Rights**

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

A. Subsequent recalls to open positions shall be made in the reverse order of the layoff(s).

B. A bargaining unit employee shall be entitled to recall to a position provided the employee is qualified for the open position.

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

SECTION 7 Refusal of Recall

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

SECTION 8 Layoff Seniority

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

SECTION 9 Training

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

ARTICLE XXVI
DURATION/SIGNATURE PAGE

Section 1 This Agreement shall remain in full force and effect to June 30, 2020.

Section 2 Negotiations for a successor agreement shall be initiated in accordance with MERA prior to the termination of said contract on June 30, 2020. Said negotiations shall continue thereafter at such time and place as may be agreed upon by the parties.

In Witness whereof, the parties hereto have caused this Agreement to be executed by their authorized representative this 26th day of February, 2016.

United Public Service Employees Union, Local 6457

BY: _____
Geen Thazhampallath,
Local #6457 President

BY: _____
Christopher Holden,
Local #6457 Secretary

BY: _____
Kevin E. Boyle
UPSEU President

City of Middletown

BY: _____
Daniel T. Drew, Mayor

IN WITNESS OF:

Maegen Lisitano
Maegen Lisitano

Elizabeth R. Cyranowicz
Elizabeth R. Cyranowicz

_____

Sheila

APPENDIX A
OVERTIME GUIDELINES

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

A. When appropriate, as determined by the Director of the Department, or his/her designee, after consultation with the appropriate Superintendent, the Superintendent of Parks, Superintendent of Water Treatment, Field Maintenance Manager, Assistant Field Maintenance Manager and the Superintendent of Water Pollution Control will direct and supervise employees working overtime on either a scheduled or unscheduled basis.

B. In case of an emergency (i.e. Police or Fire Department call) due to vandalism, fire, break-ins, theft, etc., the Superintendent of Parks will call one or more employees in to perform the related work and supervise them.

C. The appropriate Superintendent, when called in after normal working hours, will receive pay for hours actually worked.

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

APPENDIX B
POSITIONS COVERED

APPENDIX B

UPSEU Local #6457
Positions & Salary Grades

Salary Grade	Job Title
8	Residency/Truancy Officer
9	Youth Development Specialist
10	Custodial Manager
10	Economic Development Specialist
10	Zoning & Wetlands Officer
11	Arts & Culture Coordinator
11	Assistant Superintendent of Sanitation
11	Manager of Fleet Services
12	Assistant Assessor
12	Assistant Superintendent of Streets
12	Deputy City & Town Clerk
12	Superintendent of Water Pollution Control
13	Assistant Field Maintenance Manager (2)
13	Clerk of the Common Council
13	Deputy Assessor
13	Manager of Accreditation, Research & Special Projects
13	Manager of Recreation Services
13	Manager of Regulatory & Technical Affairs
13	Manager of Senior Services
13	School Health Supervisor
13	Superintendent of Water Treatment
14	Chief Public Health Sanitarian/Office Manager
14	Deputy Director of Central Communications
14	Field Maintenance Manager
14	Manager of Human Resources
14	Manager of Transportation Services
14	Superintendent of Parks
14	Superintendent of Streets & Sanitation
14	Youth Services Coordinator

15	Chief Building Official
15	Deputy Director Planning, Conservation & Development
15	Director of Parking
15	Environmental Resources Specialist
15	Network Administrator
15	Police Department Network Coordinator
15	Tax Collector
16	Assistant Chief Engineer (W&S)
16	City & Town Clerk
16	Director of Recreation & Community Services
16	Manager of Financial Operations
16	Supervisor of Purchasing
17	Deputy Director of Water & Sewer
17	Infrastructure Engineer
17	Software Engineer
17	Tax Assessor
18	Deputy Director of Public Works
19	Chief Engineer (P.W./W&S)
20	Director of Planning Conservation & Development
22	Director of Information Systems

APPENDIX C
WAGE SCALES

APPENDIX C - SALARY SCALE**

		Step 1 6 months	Step 2 1 year	Step 3 6 months	Step 4 1 year	Step 5 6 months	Step 6 Maximum
Grade 8							
07/01/14		*19.87*	*21.77*	*23.68*	*25.57*	*27.50*	*29.41*
07/01/15	2.25%	20.32	22.26	24.21	26.15	28.12	30.07
07/01/16	2.75%	20.88	22.87	24.88	26.86	28.89	30.90
07/01/17	2.75%	21.45	23.50	25.56	27.60	29.69	31.75
07/01/18	2.50%	21.99	24.09	26.20	28.29	30.43	32.54
07/01/19	2.25%	22.48	24.63	26.79	28.93	31.11	33.27
Grade 9							
07/01/14		*21.45*	*23.50*	*25.56*	*27.63*	*29.69*	*31.75*
07/01/15	2.25%	21.93	24.03	26.14	28.25	30.36	32.46
07/01/16	2.75%	22.54	24.69	26.85	29.03	31.19	33.36
07/01/17	2.75%	23.16	25.37	27.59	29.83	32.05	34.27
07/01/18	2.50%	23.73	26.00	28.28	30.57	32.85	35.13
07/01/19	2.25%	24.27	26.59	28.92	31.26	33.59	35.92
Grade 10							
07/01/14		*23.06*	*25.27*	*27.49*	*29.69*	*31.91*	*34.11*
07/01/15	2.25%	23.58	25.84	28.11	30.36	32.63	34.88
07/01/16	2.75%	24.23	26.55	28.88	31.19	33.53	35.84
07/01/17	2.75%	24.89	27.28	29.68	32.05	34.45	36.82
07/01/18	2.50%	25.52	27.96	30.42	32.85	35.31	37.74
07/01/19	2.25%	26.09	28.59	31.10	33.59	36.10	38.59
Grade 11							
07/01/14		*24.66*	*27.02*	*29.38*	*31.73*	*34.10*	*36.47*
07/01/15	2.25%	25.21	27.63	30.04	32.44	34.87	37.29
07/01/16	2.75%	25.91	28.39	30.87	33.34	35.83	38.32
07/01/17	2.75%	26.62	29.17	31.72	34.25	36.81	39.37
07/01/18	2.50%	27.29	29.90	32.51	35.11	37.73	40.35
07/01/19	2.25%	27.90	30.57	33.24	35.90	38.58	41.26
Grade 12							
07/01/14		*26.23*	*28.76*	*31.27*	*33.79*	*36.31*	*38.83*
07/01/15	2.25%	26.82	29.41	31.97	34.55	37.13	39.70
07/01/16	2.75%	27.56	30.22	32.85	35.50	38.15	40.80
07/01/17	2.75%	28.32	31.05	33.76	36.48	39.20	41.92
07/01/18	2.50%	29.02	31.82	34.60	37.39	40.18	42.97
07/01/19	2.25%	29.68	32.54	35.38	38.23	41.08	43.93
Grade 13							
07/01/14		*27.84*	*30.51*	*33.18*	*35.84*	*38.53*	*41.19*
07/01/15	2.25%	28.47	31.20	33.93	36.65	39.40	42.12
07/01/16	2.75%	29.25	32.05	34.86	37.65	40.48	43.27
07/01/17	2.75%	30.05	32.94	35.82	38.69	41.59	44.47
07/01/18	2.50%	30.80	33.76	36.71	39.66	42.63	45.58
07/01/19	2.25%	31.50	34.52	37.54	40.55	43.59	46.60

		Step 1 6 months	Step 2 1 year	Step 3 6 months	Step 4 1 year	Step 5 6 months	Step 6 Maximum
Grade 14							
07/01/14		*29.43*	*32.25*	*35.07*	*37.90*	*40.73*	*43.55*
07/01/15	2.25%	30.09	32.98	35.86	38.75	41.65	44.53
07/01/16	2.75%	30.92	33.88	36.85	39.82	42.79	45.75
07/01/17	2.75%	31.77	34.81	37.86	40.91	43.97	47.01
07/01/18	2.50%	32.56	35.68	38.80	41.94	45.07	48.19
07/01/19	2.25%	33.30	36.49	39.68	42.88	46.08	49.27
Grade 15							
07/01/14		*31.01*	*33.99*	*36.97*	*39.95*	*42.92*	*45.91*
07/01/15	2.25%	31.71	34.75	37.80	40.85	43.89	46.94
07/01/16	2.75%	32.58	35.71	38.84	41.97	45.09	48.23
07/01/17	2.75%	33.48	36.69	39.91	43.13	46.33	49.56
07/01/18	2.50%	34.31	37.61	40.91	44.20	47.49	50.80
07/01/19	2.25%	35.08	38.46	41.83	45.20	48.56	51.94
Grade 16							
07/01/14		32.61	35.75	38.88	42.00	45.14	48.28
07/01/15	2.25%	33.34	36.55	39.75	42.95	46.16	49.37
07/01/16	2.75%	34.26	37.56	40.85	44.13	47.42	50.72
07/01/17	2.75%	35.20	38.59	41.97	45.34	48.73	52.12
07/01/18	2.50%	36.08	39.56	43.02	46.47	49.95	53.42
07/01/19	2.25%	36.89	40.45	43.99	47.52	51.07	54.62
Grade 17							
07/01/14		*34.21*	*37.49*	*40.78*	*44.06*	*47.34*	*50.63*
07/01/15	2.25%	34.98	38.33	41.70	45.05	48.41	51.77
07/01/16	2.75%	35.94	39.39	42.84	46.29	49.74	53.19
07/01/17	2.75%	36.93	40.47	44.02	47.56	51.10	54.66
07/01/18	2.50%	37.85	41.48	45.12	48.75	52.38	56.02
07/01/19	2.25%	38.71	42.42	46.14	49.85	53.56	57.28
Grade 18							
07/01/14		*35.79*	*39.22*	*42.67*	*46.10*	*49.55*	*52.98*
07/01/15	2.25%	36.60	40.10	43.63	47.14	50.66	54.17
07/01/16	2.75%	37.60	41.21	44.83	48.43	52.06	55.66
07/01/17	2.75%	38.64	42.34	46.06	49.77	53.49	57.19
07/01/18	2.50%	39.60	43.40	47.21	51.01	54.83	58.62
07/01/19	2.25%	40.49	44.37	48.28	52.16	56.06	59.94
Grade 19							
07/01/14		*37.40*	*40.99*	*44.58*	*48.17*	*51.76*	*55.35*
07/01/15	2.25%	38.24	41.91	45.58	49.25	52.92	56.60
07/01/16	2.75%	39.29	43.06	46.84	50.61	54.38	58.15
07/01/17	2.75%	40.37	44.25	48.12	52.00	55.88	59.75
07/01/18	2.50%	41.38	45.36	49.33	53.30	57.27	61.24
07/01/19	2.25%	42.31	46.38	50.44	54.50	58.56	62.62

		Step 1 6 months	Step 2 1 year	Step 3 6 months	Step 4 1 year	Step 5 6 months	Step 6 Maximum
Grade 20							
07/01/14		*38.99*	*42.73*	*46.46*	*50.22*	*53.96*	*57.70*
07/01/15	2.25%	39.87	43.69	47.51	51.35	55.17	59.00
07/01/16	2.75%	40.96	44.89	48.81	52.76	56.69	60.62
07/01/17	2.75%	42.09	46.13	50.15	54.21	58.25	62.29
07/01/18	2.50%	43.14	47.28	51.41	55.57	59.71	63.84
07/01/19	2.25%	44.11	48.34	52.56	56.82	61.05	65.28
Grade 21							
07/01/14		*40.58*	*44.48*	*48.37*	*52.26*	*56.16*	*60.05*
07/01/15	2.25%	41.49	45.48	49.46	53.44	57.42	61.40
07/01/16	2.75%	42.63	46.73	50.82	54.91	59.00	63.09
07/01/17	2.75%	43.81	48.02	52.22	56.42	60.63	64.82
07/01/18	2.50%	44.90	49.22	53.52	57.83	62.14	66.45
07/01/19	2.25%	45.91	50.32	54.73	59.13	63.54	67.94
Grade 22							
07/01/14		*42.18*	*46.24*	*50.26*	*54.33*	*58.37*	*62.44*
07/01/15	2.25%	43.13	47.28	51.39	55.55	59.68	63.84
07/01/16	2.75%	44.32	48.58	52.80	57.08	61.32	65.60
07/01/17	2.75%	45.53	49.92	54.26	58.65	63.01	67.40
07/01/18	2.50%	46.67	51.16	55.61	60.12	64.59	69.09
07/01/19	2.25%	47.72	52.32	56.86	61.47	66.04	70.64
Grade 23							
07/01/14		*43.76*	*47.97*	*52.17*	*56.37*	*60.56*	*64.77*
07/01/15	2.25%	44.74	49.05	53.34	57.64	61.92	66.23
07/01/16	2.75%	45.98	50.40	54.81	59.22	63.63	68.05
07/01/17	2.75%	47.24	51.78	56.32	60.85	65.38	69.92
07/01/18	2.50%	48.42	53.08	57.73	62.37	67.01	71.67
07/01/19	2.25%	49.51	54.27	59.02	63.78	68.52	73.28
Grade 24							
07/01/14		*45.36*	*49.72*	*54.06*	*58.44*	*62.80*	*67.15*
07/01/15	2.25%	46.38	50.84	55.28	59.75	64.21	68.66
07/01/16	2.75%	47.66	52.24	56.80	61.40	65.98	70.55
07/01/17	2.75%	48.97	53.67	58.36	63.09	67.79	72.49
07/01/18	2.50%	50.19	55.02	59.82	64.66	69.49	74.30
07/01/19	2.25%	51.32	56.25	61.16	66.12	71.05	75.97
Grade 25							
07/01/14		*46.96*	*51.47*	*55.97*	*60.46*	*64.98*	*69.49*
07/01/15	2.25%	48.02	52.63	57.23	61.82	66.44	71.05
07/01/16	2.75%	49.34	54.08	58.80	63.52	68.27	73.01
07/01/17	2.75%	50.69	55.56	60.42	65.27	70.15	75.02
07/01/18	2.50%	51.96	56.95	61.93	66.90	71.90	76.89
07/01/19	2.25%	53.13	58.23	63.32	68.40	73.52	78.62

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

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

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

APPENDIX D
MEDRX

aetna : CITY OF MIDDLETOWN : Aetna Choice®, UPSEU

POS II - Basic Plus $20 **Coverage Period: 07/01/2015 - 06/30/2016**

Summary of Benefits and Coverage: What this Plan Covers & What it Costs

Coverage for: Individual + Family | **Plan Type:** POS

This is only a summary. If you want more detail about your coverage and costs, you can get the complete terms in the policy or plan document at **www.HealthReformPlanSBC.com** or by calling **1-800-370-4526**.

Important Questions	Answers	Why this Matters:
What is the overall deductible?	For each Calendar Year, Network: Individual **$0** / Family **$0**. Out–of–Network: Individual **$400** / Family **$800**. Does not apply to emergency care.	You must pay all the costs up to the **deductible** amount before this plan begins to pay for covered services you use. Check your policy or plan document to see when the **deductible** starts over (usually, but not always, January 1st). See the chart starting on page 2 for how much you pay for covered services after you meet the **deductible**.
Are there other deductibles for specific services?	No.	You don't have to meet **deductibles** for specific services, but see the chart starting on page 2 for other costs for services this plan covers.
Is there an out-of-pocket limit on my expenses?	Yes. Network: Individual **$6,350** / Family **$12,700.** Out–of–Network: Individual **$1,800** / Family **$3,000**.	The **out-of-pocket limit** is the most you could pay during a coverage period (usually one year) for your share of the cost of covered services. This limit helps you plan for health care expenses.
What is not included in the out-of-pocket limit?	Premiums, balance-billed charges, penalties for failure to obtain pre-authorization for service, and health care this plan does not cover.	Even though you pay these expenses, they don't count toward the **out-of pocket limit**.
Is there an overall annual limit on what the plan pays?	No.	The chart starting on page 2 describes any limits on what the plan will pay for *specific* covered services, such as office visits.
Does this plan use a network of providers?	Yes. For a list of network **providers**, see **www.aetna.com** or call 1-800-370-4526.	If you use an in-network doctor or other health care **provider**, this plan will pay some or all of the costs of covered services. Be aware, your in-network doctor or hospital may use an out-of-network **provider** for some services. Plans use the term in-network, **preferred**, or participating for **providers** in their **network**. See the chart starting on page 2 for how this plan pays different kinds of **providers**.
Do I need a referral to see a specialist?	No.	You can see the **specialist** you choose without permission from this plan.
Are there services this plan doesn't cover?	Yes.	Some of the services this plan doesn't cover are listed on page 5. See your policy or plan document for additional information about **excluded services**.

Questions: Call 1-800-370-4526 or visit us at www.HealthReformPlanSBC.com.
If you aren't clear about any of the bolded terms used in this form, see the Glossary. You can view the Glossary at www.HealthReformPlanSBC.com or call 1-800-370-4526 to request a copy.

Summary of Benefits and Coverage: What this Plan Covers & What it Costs **Coverage for:** Individual + Family | **Plan Type:** POS

- **Copayments** are fixed dollar amounts (for example, $15) you pay for covered health care, usually when you receive the service.
- **Coinsurance** is *your* share of the costs of a covered service, calculated as a percent of the **allowed amount** for the service. For example, if the plan's **allowed amount** for an overnight hospital stay is $1,000, your **coinsurance** payment of 20% would be $200. This may change if you haven't met your **deductible**.
- The amount the plan pays for covered services is based on the **allowed amount**. If an out-of-network **provider** charges more than the **allowed amount**, you may have to pay the difference. For example, if an out-of-network hospital charges $1,500 for an overnight stay and the **allowed amount** is $1,000, you may have to pay the $500 difference. (This is called **balance billing**.)
- This plan may encourage you to use network **providers** by charging you lower **deductibles**, **copayments**, and **coinsurance** amounts.

Common Medical Event	Services You May Need	Your Cost If You Use a Network Provider	Your Cost If You Use an Out-of-Network Provider	Limitations & Exceptions
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	$20 copay per visit	20% coinsurance	Includes Internist, General Physician, Family Practitioner or Pediatrician.
	Specialist visit	$20 copay per visit	20% coinsurance	None
	Other practitioner office visit	$20 copay per visit	20% coinsurance	None
	Preventive care /screening /immunization	No charge	20% coinsurance	None
If you have a test	Diagnostic test (x-ray, blood work)	No charge	20% coinsurance	None
	Imaging (CT/PET scans, MRIs)	No charge	20% coinsurance	Pre-authorization may be required.

Summary of Benefits and Coverage: What this Plan Covers & What it Costs **Coverage for:** Individual + Family | **Plan Type:** POS

Common Medical Event	Services You May Need	Your Cost If You Use a Network Provider	Your Cost If You Use an Out-of-Network Provider	Limitations & Exceptions
If you need drugs to treat your illness or condition More Information about **prescription drug coverage** is available at http://www.expressscripts.com	Generic drugs	Retail $5 Mail $10	20%	Mail Order is 90-Day Supply National Preferred Formulary Mandatory Generic
	Preferred brand drugs	Retail $20 Mail $40	20%	
	Non-preferred brand drugs	Retail $35 Mail $70	20%	
	Specialty drugs	Same as Above	Not covered	Must use Accredo Specialty
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	No charge	20% coinsurance	——— None ———
	Physician/surgeon fees	No charge	20% coinsurance	——— None ———
If you need immediate medical attention	Emergency room services	$100 copay per visit	$50 copay per visit	——— None ———
	Emergency medical transportation	No charge	No charge	——— None ———
	Urgent care	$50 copay per visit	$50 copay per visit	No coverage for non-urgent use.
If you have a hospital stay	Facility fee (e.g., hospital room)	$250 copay per stay	20% coinsurance	$500 maximum copay per individual and $1,000 maximum copay per family per calendar year. Pre-authorization required for out-of-network care.
	Physician/surgeon fee	No charge	20% coinsurance	——— None ———
If you have mental health, behavioral health, or substance abuse needs	Mental/Behavioral health outpatient services	$20 copay per visit	20% coinsurance	——— None ———
	Mental/Behavioral health inpatient services	$250 copay per stay	20% coinsurance	$500 maximum copay per individual and $1,000 maximum copay per family per calendar year. Pre-authorization required for out-of-network care.

Summary of Benefits and Coverage: What this Plan Covers & What it Costs **Coverage for:** Individual + Family | **Plan Type:** POS

Common Medical Event	Services You May Need	Your Cost If You Use a Network Provider	Your Cost If You Use an Out-of-Network Provider	Limitations & Exceptions
	Substance use disorder outpatient services	$20 copay per visit	20% coinsurance	None
	Substance use disorder inpatient services	$250 copay per stay	20% coinsurance	$500 maximum copay per individual and $1,000 maximum copay per family per calendar year. Pre-authorization required for out-of-network care.
If you are pregnant	Prenatal and postnatal care	No charge	20% coinsurance	None
	Delivery and all inpatient services	$250 copay per stay	20% coinsurance	$500 maximum copay per individual and $1,000 maximum copay per family per calendar year. Includes outpatient postnatal care. Pre-authorization may be required for out-of-network care.
If you need help recovering or have other special health needs	Home health care	No charge	20% coinsurance	Pre-authorization required for out-of-network care.
	Rehabilitation services	$20 copay per visit	20% coinsurance	Coverage is limited to 60 visits per calendar year for Physical, Occupational, and Speech Therapy combined.
	Habilitation services	$20 copay per visit	20% coinsurance	Coverage is limited to 60 visits per calendar year for Autism Physical, Occupational & Speech Therapy, combined with rehabilitation services.
	Skilled nursing care	$250 copay per stay	20% coinsurance	$500 maximum copay per individual and $1,000 maximum copay per family per calendar year. Coverage is limited to 60 days per calendar year. Pre-authorization required for out-of-network care.
	Durable medical equipment	No charge	20% coinsurance	None

Summary of Benefits and Coverage: What this Plan Covers & What it Costs **Coverage for:** Individual + Family | **Plan Type:** POS

Common Medical Event	Services You May Need	Your Cost If You Use a Network Provider	Your Cost If You Use an Out-of-Network Provider	Limitations & Exceptions
	Hospice service	$250 copay per stay for inpatient; no charge for outpatient	20% coinsurance	$500 maximum copay per individual and $1,000 maximum copay per family per calendar year for inpatient. Pre-authorization required for out-of-network care.
If your child needs dental or eye care	Eye exam	No charge	$10 copay per visit	Coverage is limited to 1 routine eye exam per 12 months.
	Glasses	Not covered	Not covered	Not covered.
	Dental check-up	Cigna Dental	Cigna Dental	

Excluded Services & Other Covered Services:

Services Your Plan Does NOT Cover (This isn't a complete list. Check your policy or plan document for 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

Other Covered Services (This isn't a complete list. Check your policy or plan document for other covered services and your costs for these services.)

- Acupuncture
- Bariatric surgery
- Chiropractic care
- Hearing aids - Coverage is limited to 1 hearing aid to a maximum of $1,000 per ear per 24 months up to age 13.
- Infertility treatment - Coverage is limited to the diagnosis and treatment of underlying medical condition, artificial insemination, ovulation induction and advanced reproductive therapy.
- Private-duty nursing
- Routine eye care (Adult) - Coverage is limited to 1 routine eye exam per 12 months.

Your Rights to Continue Coverage:

If you lose coverage under the plan, then, depending upon the circumstances, Federal and State laws may provide protections that allow you to keep health coverage. Any such rights may be limited in duration and will require you to pay a **premium**, which may be significantly higher than the **premium** you pay while covered under the plan. Other limitations on your rights to continue coverage may also apply.

For more information on your rights to continue coverage, contact the plan at 1-800-370-4526. You may also contact your state insurance department, the U.S. Department of Labor, Employee Benefits Security Administration at 1-866-444-3272 or www.dol.gov/ebsa, or the U.S. Department of Health and Human Services at 1-877-267-2323 x61565 or www.cciio.cms.gov.

Your Grievance and Appeals Rights:

- If you have a complaint or are dissatisfied with a denial of coverage for claims under your plan, you may be able to **appeal** or file a **grievance**. For questions about your rights, this notice or assistance, you can contact us by calling the toll free number on your Medical ID Card. You may also contact the Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or www.dol.gov/ebsa/healthreform.
- Additionally, a consumer assistance program can help you file an **appeal**. Contact information is at http://www.aetna.com/individuals-families-health-insurance/rights-resources/complaints-grievances-appeals/index.html

Does this Coverage Provide Minimum Essential Coverage?

The Affordable Care Act requires most people to have health care coverage that qualifies as "minimum essential coverage". **This plan or policy does provide minimum essential coverage.**

Does this Coverage Provide Minimum Value Standard?

The Affordable Care Act establishes a minimum value standard of benefits of a health plan. The minimum value standard is 60% (actuarial value). **This health coverage does meet the minimum value standard for the benefits it provides.**

Language Access Services:

Para obtener asistencia en Español, llame al 1-800-370-4526.

Kung kailangan ninyo ang tulong sa Tagalog tumawag sa 1-800-370-4526.

如果需要中文的帮助，请拨打这个号码 1-800-370-4526.

Dinek'ehgo shika at'ohwol ninisingo, kwiijigo holne' 1-800-370-4526.

----------*To see examples of how this plan might cover costs for a sample medical situation, see the next page.*----------

About these Coverage Examples:

These examples show how this plan might cover medical care in given situations. Use these examples to see, in general, how much financial protection a sample patient might get if they are covered under different plans.

This is not a cost estimator.

Don't use these examples to estimate your actual costs under this plan. The actual care you receive will be different from these examples, and the cost of that care also will be different.

See the next page for important information about these examples.

Having a baby
(normal delivery)

- **Amount owed to providers:** $7,540
- **Plan pays:** $7,170
- **Patient pays:** $370

Sample care costs:

Hospital charges (mother)	$2,700
Routine obstetric care	$2,100
Hospital charges (baby)	$900
Anesthesia	$900
Laboratory tests	$500
Prescriptions	$200
Radiology	$200
Vaccines, other preventive	$40
Total	**$7,540**

Patient pays:

Deductibles	$0
Copays	$200
Coinsurance	$0
Limits or exclusions	$170
Total	**$370**

Managing type 2 diabetes
(routine maintenance of a well-controlled condition)

- **Amount owed to providers:** $5,400
- **Plan pays:** $2,270
- **Patient pays:** $3,130

Sample care costs:

Prescriptions	$2,900
Medical equipment and Supplies	$1,300
Office Visits and Procedures	$700
Education	$300
Laboratory tests	$100
Vaccines, other preventive	$100
Total	**$5,400**

Patient pays:

Deductibles	$0
Copays	$200
Coinsurance	$0
Limits or exclusions	$2,930
Total	**$3,130**

Questions and answers about the Coverage Examples:

What are some of the assumptions behind the Coverage Examples?

- Costs don't include **premiums**.
- Sample care costs are based on national averages supplied by the U.S. Department of Health and Human Services, and aren't specific to a particular geographic area or health plan.
- The patient's condition was not an excluded or preexisting condition.
- All services and treatments started and ended in the same coverage period.
- There are no other medical expenses for any member covered under this plan.
- Out-of-pocket expenses are based only on treating the condition in the example.
- The patient received all care from in-network **providers**. If the patient had received care from out-of-network **providers**, costs would have been higher.

What does a Coverage Example show?

For each treatment situation, the Coverage Example helps you see how **deductibles**, **copayments**, and **coinsurance** can add up. It also helps you see what expenses might be left up to you to pay because the service or treatment isn't covered or payment is limited.

Does the Coverage Example predict my own care needs?

✗ **No.** Treatments shown are just examples. The care you would receive for this condition could be different, based on your doctor's advice, your age, how serious your condition is, and many other factors.

Does the Coverage Example predict my future expenses?

✗ **No.** Coverage Examples are **not** cost estimators. You can't use the examples to estimate costs for an actual condition. They are for comparative purposes only. Your own costs will be different depending on the care you receive, the prices your **providers** charge, and the reimbursement your health plan allows.

Can I use Coverage Examples to compare plans?

✓ **Yes.** When you look at the Summary of Benefits and Coverage for other plans, you'll find the same Coverage Examples. When you compare plans, check the "Patient Pays" box in each example. The smaller that number, the more coverage the plan provides.

Are there other costs I should consider when comparing plans?

✓ **Yes.** An important cost is the **premium** you pay. Generally, the lower your **premium**, the more you'll pay in out-of-pocket costs, such as **copayments**, **deductibles**, and **coinsurance**. You should also consider contributions to accounts such as health savings accounts (HSAs), flexible spending arrangements (FSAs) or health reimbursement accounts (HRAs) that help you pay out-of-pocket expenses.

APPENDIX E
DEN

Cigna Dental Benefit Summary
City of Middletown- DPP02 Effective 07/01/2015

All deductibles, plan maximums, and service specific maximums (dollar and occurrence) cross accumulate between in and out of network.

Benefits	***Cigna Dental PPO***			
	In-Network		***Out-of-Network***	
Network	***Total Cigna DPPO***			
Calendar Year Maximum (Class I, II and III expenses)	Unlimited		Unlimited	
Annual Deductible Individual Family	None None		None None	
Reimbursement Levels*	Based on Reduced Contracted Fees		Paid as billed	
	Plan Pays	***You Pay***	***Plan Pays***	***You Pay***
Class I - Preventive & Diagnostic Care 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	80%	20%	80%	20%
Class II - Basic Restorative Care Fillings Root Canal Therapy/Endodontics Osseous Surgery Dentures Denture Adjustments and Repairs Oral Surgery – Simple Extractions Oral Surgery – all except simple extractions Anesthetics Surgical Extractions of Impacted Teeth Repairs to Bridges, Crowns and Inlays	80%	20%	80%	20%
Class III - Major Restorative Care Crowns Bridges Inlays/Onlays Prosthesis Over Implant	50%	50%	50%	50%
Class IV - Orthodontia Lifetime Maximum	60% $1,200 Dependent children to age 23	40%	60% $1,200 Dependent children to age 23	40%
Class VI- Periodontics Periodontal Scaling and Root Planning $500 Calendar Year maximum	80%	20%	80%	20%

Missing Tooth Limitation – There is no missing tooth limitation included in the plan(s).

Pretreatment review is available on a voluntary basis when extensive dental work in excess of $300 is proposed.

Dental Oral Health Integration Program (OHIP) - All dental customers = Clinical research shows an association between oral health and overall health. The Cigna Dental Oral Health Integration Program (OHIP)® is designed to provide enhanced dental coverage for customers with certain eligible medical conditions. Eligible conditions for the program include cardiovascular disease, cerebrovascular disease (stroke), diabetes, maternity, chronic kidney disease, organ transplants, and head and neck cancer radiation. The program provides:

- 100% coverage for certain dental procedures
- guidance on behavioral issues related to oral health
- discounts on prescription and non-prescription dental products

For more information and to see the complete list of eligible conditions, go to www.mycigna.com or call customer service 24/7 at 1.800.CIGNA24.

**For services provided by a Cigna Dental PPO network dentist, Cigna Dental will reimburse the dentist according to a Contracted Fee Schedule. For services provided by an out-of-network dentist, Cigna Dental will reimburse according to Reasonable and Customary Allowances but the dentist may balance bill up to their usual fees.

Cigna Dental PPO Exclusions and Limitations

Procedure	Exclusions and Limitations
Late Entrant	NoLate Entrant
Exams	Four per Calendar year
Prophylaxis (Cleanings)	Four per Calendar year
Fluoride	2 per Calendar year for people under 19
Histopathologic Exams	Not covered
X-Rays (routine)	Bitewings: 2 per Calendar year
X-Rays (non-routine)	Full mouth: 1 every 36 consecutive months., Panorex: 1 every 36 consecutive months
Model	Payable only when in conjunction with Ortho workup
Minor Perio (non-surgical)	Various limitations depending on the service
Perio Surgery	Various limitations depending on the service
Crowns and Inlays	Replacement every 5 years
Bridges	Replacement every 5 years
Dentures and Partials	Replacement every 5 years
Relines, Rebases	Covered if more than 6 months after installation
Adjustments	Covered if more than 6 months after installation
Repairs - Bridges	Reviewed if more than once
Repairs - Dentures	Reviewed if more than once
Sealants	Limited to posterior tooth. One treatment per tooth every three years
Space Maintainers	Limited to non-Orthodontic treatment
Prosthesis Over Implant	1 per 60 consecutive months if unserviceable and cannot be repaired. Benefits are based on the amount payable for non-precious metals. No porcelain or white/tooth colored material on molar crowns or bridges
Alternate Benefit	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 fillings and crowns.

Benefit Exclusions:

- Services performed primarily for cosmetic reasons
- Replacement of a lost or stolen appliance
- Replacement of a bridge or denture within five years following the date of its original installation
- Replacement of a bridge or denture which can be made useable according to accepted dental standards
- Procedures, appliances or restorations, other than full dentures, whose main purpose is to change vertical dimension, diagnose or treat conditions of TMJ, stabilize periodontally involved teeth, or restore occlusion
- Veneers of porcelain or acrylic materials on crowns or pontics on or replacing the upper and lower first, second and third molars
- Bite registrations; precision or semi-precision attachments; splinting
- A surgical implant of any type
- Instruction for plaque control, oral hygiene and diet
- Dental services that do not meet common dental standards
- Services that are deemed to be medical services
- Services and supplies received from a hospital
- Charges which the person is not legally required to pay
- Charges made by a hospital which performs services for the U.S. Government if the charges are directly related to a condition connected to a military service
- Experimental or investigational procedures and treatments
- Any injury resulting from, or in the course of, any employment for wage or profit
- Any sickness covered under any workers' compensation or similar law
- Charges in excess of the reasonable and customary allowances
- To the extent that payment is unlawful where the person resides when the expenses are incurred;
- Procedures performed by a Dentist who is a member of the covered person's family (covered person's family is limited to a spouse, siblings, parents, children, grandparents, and the spouse's siblings and parents);
- For charges which would not have been made if the person had no insurance;
- For charges for unnecessary care, treatment or surgery;
- To the extent that you or any of your Dependents is in any way paid or entitled to payment for those expenses by or through a public program, other than Medicaid;
- To the extent that benefits are paid or payable for those expenses under the mandatory part of any auto insurance policy written to comply with a "no-fault" insurance law or an uninsured motorist insurance law. Cigna HealthCare will take into account any adjustment option chosen under such part by you or any one of your Dependents.
- In addition, these benefits will be reduced so that the total payment will not be more than 100% of the charge made for the Dental Service if benefits are provided for that service under this plan and any medical expense plan or prepaid treatment program sponsored or made available by your Employer.

This benefit summary highlights some of the benefits available under the proposed plan. A complete description regarding the terms of coverage, exclusions andlimitations, including legislated benefits, will be provided in your insurance certificate or plan description. Benefits are insured and/or administered by Connecticut General Life Insurance Company.
"Cigna HealthCare" refers to various operating subsidiaries of Cigna Corporation. Products and services are provided by these subsidiaries and not by Cigna Corporation. These subsidiaries include Connecticut General Life Insurance Company, Cigna Health and Life Insurance Company, and HMO or service company subsidiaries of Cigna Health Corporation and Cigna Dental Health, Inc.

DPPO insurance coverage is set forth on the following policy form numbers: AR: HP-POL77; CA: HP-POL57; CO: HP-POL78; CT: HP-POL58; DE: HP-POL79; FL: HP-POL60; ID: HP-POL82; IL: HP-POL62; KS: HP-POL84; LA: HP-POL86: MA: HP-POL 63; MI: HP-POL88; MO: HP-POL65; MS: HP-POL90; NC: HP-POL96; NE: HP-POL92; NH: HP-POL94; NM: HP-POL95; NV: HP-POL93; NY: HP-POL67; OH: HP-POL98; OK: HP-POL99; OR: HP-POL68; PA: HP-POL100; RI: HP-POL101; SC: HP-POL102; SD: HP-POL103; TN: HP-POL69; TX: HP-POL70; UT: HP-POL104; VA: HP-POL72; VT: HP-POL71; WA: POL-07/08; WI: HP-POL107; WV: HP-POL106; and WY: HP-POL108.

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(CHLIC), Cigna HealthCare of Connecticut, Inc., and Cigna Dental Health, Inc. and its subsidiaries. Cigna Dental PPO plans are underwritten or administered by CGLIC or CHLIC, with network management services provided by Cigna Dental Health, Inc. and certain of its subsidiaries. In Arizona and Louisiana, the insured Dental PPO plan offered by CGLIC is known as the "CG Dental PPO". In Texas, the insured dental product offered by CGLIC and CHLIC is referred to as the Cigna Dental Choice Plan, and this plan utilizes the national Cigna Dental PPO network. Cigna Dental Care (DHMO) plans are underwritten or administered 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 plans are underwritten by CGLIC, CHLIC, or Cigna HealthCare of Connecticut, Inc. and administered by Cigna Dental Health, Inc.

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Q6100

CIGNA DENTAL CARE® – DHMO[1]

ECONOMICAL, EASY-TO-USE DENTAL COVERAGE

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

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

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

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

Get the most value from your plan

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

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

GO YOU.

Cigna.

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

DFO Coinsurance

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

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.

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.

Exceptions

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

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

- Or in connection with an injury arising out of, or in the course of, any employment for wage or profit
- Charges which would not have been made in any facility, other than a hospital or a correctional institution owned or operated by the united states government or by a state or municipal government if the person had no insurance
- To the extent that payment is unlawful where the person resides when the expenses are incurred or the services are received
- The charges which the person is not legally required to pay
- Charges which would not have been made if the person had no insurance
- Due to injuries which are intentionally self-inflicted
- Services not listed on the PCS
- Services provided by a non-network dentist without Cigna Dental's prior approval (except emergencies, as described in your plan documents)[2]
- Services related to an injury or illness paid under workers' compensation, occupational disease or similar laws
- Services provided or paid by or through a federal or state governmental agency or authority, political subdivision or a public program, other than medicaid
- Services required while serving in the armed forces of any country or international authority or relating to a declared or undeclared war or acts of war
- Services performed primarily for cosmetic reasons unless specifically listed on your PCS
- General anesthesia, sedation and nitrous oxide, unless specifically listed on your PCS
- Prescription medications
- Replacement of fixed and/or removable appliances (including fixed and removable orthodontic appliances) that have been lost, stolen, or damaged due to patient abuse, misuse or neglect
- Surgical implant of any type unless specifically listed on your PCS
- Services considered to be unnecessary or experimental in nature or do not meet commonly accepted dental standards.
- Procedures or appliances for minor tooth guidance or to control harmful habits
- Services and supplies received from a hospital
- The completion of crowns, bridges, dentures, or root canal treatment already in progress on the effective date of your Cigna Dental coverage[3]
- 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[3]
- 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 dentistís usual fee. We will pay 50% of the value of your network benefit for those services. Of course, youíll 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 dentistís usual fee. We pay non-network dentists the same amount weíd pay network dentists for covered services. Of course, youíll 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 you 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.

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