

AGREEMENT

BETWEEN

THE TOWN OF MONTVILLE

-AND-

**MONTVILLE FIRE FIGHTERS ASSOCIATION
LOCAL 3386, IAFF**

JULY 1, 2016 - JUNE 30, 2019

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PREAMBLE

This Agreement is made and entered by and between the TOWN OF MONTVILLE, (hereinafter referred to as the "TOWN" or "EMPLOYER"), and the MONTVILLE FIRE FIGHTERS ASSOCIATION, (hereinafter referred to as the "UNION").

ARTICLE I - RECOGNITION

- 1.1 The Town hereby recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining for all paid, uniformed, full-time fire fighters within the Fire Departments in the Town, working twenty (20) hours or more per week, excluding the Fire Marshal and all other employees.

ARTICLE II - UNION SECURITY

- 2.1 All employees in the bargaining unit shall, as a condition of continued employment, join the Union or pay a service fee to the Union. The service fee shall be equal to the amount uniformly required of members for the proportionate cost of collective bargaining, contract administration, and grievance adjustment in accordance with the law.
- 2.2 Each employee will be offered an opportunity to join the Union or pay the agency fee. The Employer shall, through payroll deduction, deduct whichever fee is authorized by the employee. Each employee who elects to join the Union shall sign and deliver to the Union treasurer an authorization for the payroll deduction of membership dues of the Union. Such authorization shall be delivered to the Employer and shall continue in effect until revoked by the employee by written notice of revocation to the Employer and the Union. Any employee who revokes authorization for Union dues deductions shall be required to pay the agency fee.
- 2.3 Upon receipt of a signed authorization form from the employee involved, a copy of which is attached to this Agreement as Appendix B, the Employer agrees to deduct from the employee's pay each payroll period such dues and/or service fees as determined by the Union.
- 2.4 The Employer agrees to deduct from the wages of each employee, in accordance with Section 2.2, the Union dues or agency fee in the amount designated in writing by the local union financial secretary on or before the first day of the following month. Monthly remittances shall be accompanied by an itemized statement showing the name of each Union member and the amount checked off with a copy given to the local union financial secretary. An employee who has worked at least five (5) days in the current month and who quits, is laid off or is discharged for cause shall have the current month's dues deducted from his/her final pay.

2.5 The Union agrees to indemnify and hold the Employer harmless against any and all claims, demands, suits or other forms of liability and the cost of administrative or other hearings or proceedings that shall or may arise out of, or by reason of, any action taken by the Employer for the purposes of complying with the provisions of this Article, including reasonable attorneys' fees and costs.

2.6 No Strike:

- a. No employee covered by this Agreement will engage in, induce or encourage any strike, work stoppage, slowdown, sickout, picketing, sympathy strike, or other withholding of services from the Employer, including so-called work-to-rule, refusal to perform, in whole or in part, duties of employment, however established, and the withholding of overtime services.
- b. The Union agrees that neither the Union nor any of its officers, agents or members, nor any officer covered by this Agreement, will call, institute, authorize, participate in or sanction any strike, work stoppage, slowdown, sick out, picketing, sympathy strike or other withholding of services, including so-called work-to-rule, refusal to perform, in whole or in part, duties of employment, however established, and withholding of overtime services.
- c. The Union agrees further that should any employee or group of employees covered by this Agreement engage in any such job action, the Union will forthwith disavow such activity, refuse to recognize any picket line established in connection therewith, and take all reasonable means to induce such employee or group of employees to terminate such job action.
- d. Violation of this Article or refusal to cross any picket line in the performance of duty will be a violation of this Agreement and will be just cause for disciplinary action by the Town against an employee and such other action that the Town may deem appropriate. This Section is not applicable to an employee if the employee reasonably believes that it is not safe to cross the picket line.
- e. The Town may file an action in the court of appropriate jurisdiction to enforce this Article.

ARTICLE III - RESERVED FOR FUTURE USE

ARTICLE IV - MANAGEMENT RIGHTS

- 4.1 The Employer shall not be limited in any way in the exercise of the functions of management and shall have retained and reserved unto itself the right to exercise, without bargaining with the Union, all the powers, authority and prerogatives of management including, but not limited to, the following items:
- a. the establishment of productivity levels;
 - b. the establishment of performance standards;
 - c. the establishment of work rules;
 - d. the contracting or discontinuation of services, positions, or programs in whole or in part;
 - e. determining the content of job classifications;
 - f. determining the appointment, promotion, assignment, direction, and transfer of employees;
 - g. taking necessary action to fulfill its objectives in emergencies;
 - h. the operation and direction of the Fire fighters;
 - i. the direction, control, supervision, and evaluation of employees;
 - j. the institution of technological changes;
 - k. the assignment of duties and work assignments;
 - l. the assignment to duty stations;
 - m. the scheduling and assigning of leaves;
 - n. the assignment of overtime;
 - o. the demotion, suspension, discipline or discharge of employees for just cause;
 - p. determining the objectives of municipal departments and the methods and means of fulfilling those objectives;
 - q. maintain discipline and efficiency of employees;

- r. establish and change protection standards and quality standards in accordance with the existing statutes;
 - s. determine the need for removing, replacing, and purchasing new equipment;
 - t. right to introduce new and improved methods or improve old methods of operation;
 - u. the continued use of non-bargaining unit Town employees to perform bargaining unit work;
 - v. the layoff or relief of employees due to lack of funds or of work, or the incapacity to perform duties;
 - w. the making, amendment, and enforcement of such rules, regulations, operating and administrative procedures from time to time as the Town deems necessary; provided, however, that no specific provision in this Agreement is violated.
- 4.2 The Town reserves the right and prerogative to unilaterally adopt and enforce work rules, and to amend said work rules from time to time, provided the same are not specifically abridged by this Agreement.
- 4.3 Notwithstanding any other provision of this Agreement, the Town reserves the right to assign or reassign any employee, permanently or temporarily, at the sole discretion and authority of the Mayor.
- 4.4 During an emergency, the Employer shall have the right to take any action necessary to meet the emergency notwithstanding any contrary provisions to this agreement including, but not limited to, natural disasters (i.e., hurricane, floods, tornados, etc.).
- 4.5 The Town's failure to exercise any right in a particular way shall not be deemed a waiver of any right or preclude the Town from exercising the same in some other way not in conflict with the provisions of this Agreement.

ARTICLE V - DISCIPLINARY ACTIONS

- 5.1 Disciplinary actions should follow this order:
- a. Verbal warning;
 - b. Written warning, a copy of which shall be shared with the employee;

- c. Written warning included with a meeting of the offending party, the Employer and the Union to discuss the incidents leading to disciplinary action;
- d. Suspension; and
- e. Discharge.

It is mutually understood and agreed by the Town and the Union that deviation from the above order for disciplinary actions may be warranted depending upon the totality of the circumstances, including the severity of the infraction.

- 5.2 Where the Town proposes to implement discipline greater than or equal to a three (3) day suspension, and up to, and including, termination, the Mayor shall before discipline is imposed 1) serve written notice on the employee and the Union setting forth: (a) the nature of the discipline proposed, (b) the general charges against the employee and the rules, if any, which the employee is alleged to have violated, and (c) offer to provide the employee with information concerning how to respond to the charges, and offer to provide the documentation, if any, relied upon by the Town; 2) provide the employee with an opportunity to meet, together with Union representation/Union attorney, if requested, with the Mayor in order to provide the employee with an opportunity in writing or in person, to make a defense with respect to the proposed discipline. The employee shall have the opportunity to present at the meeting available witnesses and/or documentation.
- 5.3 No permanent employee shall receive a written or verbal warning or be suspended, removed, dismissed, or discharged without just cause.
- 5.4 Notwithstanding the foregoing, in cases where an Employee is charged with a felony crime arising out of employment and the Employer determines that the charge(s) will be deleterious to or bring discredit to the Town, the Employer may place the employee on administrative leave, without pay.

ARTICLE VI - GRIEVANCE PROCEDURES

- 6.1 For the purposes of this Article, a grievance shall be defined as an allegation by an employee or the Union that the Town has violated an express provision of this Agreement.

Step 1 Within seven (7) days of the occurrence of the alleged grievance, the Union shall submit such grievance in writing to the Fire Marshal. Said grievance shall state the nature and facts giving rise to such grievance, the section(s) of the Agreement involved, and the specific remedy sought. Within ten (10) days after the Fire Marshal

receives such grievance he/she shall meet with the Union for the purpose of reviewing or resolving such grievance. The Fire Marshal shall render a decision in writing concerning such grievance within seven (7) days of said meeting. If the Fire Marshal does not render a decision in writing within the aforesated period, it shall be deemed by both parties as though the same had been rejected by the Fire Marshal. If such grievance is not resolved to the satisfaction of the Union, the Union may initiate Step 2 of this procedure within seven (7) days of the decision of the Fire Marshal.

Step 2

Written appeal to the Mayor or his/her designee. If the grievance is not settled at Step 1, the employee, not later than seven (7) calendar days after receipt of the Fire Marshal's written answer at Step 1, may file a written appeal of that answer to the Mayor or his/her designee. Not later than fifteen (15) calendar days after receipt of the written appeal, the Mayor or his/her designee, shall give his/her written answer to the grievance, which answer shall be final and binding on the employee, the Union and the Employer unless it is timely appealed to arbitration by the Union in accordance with the procedures set forth in Step 3.

Step 3

This procedure shall be initiated by the Union submitting said grievance to the State Board of Mediation and Arbitration or the American Arbitration Association with a contemporaneous copy to the Town within ten (10) calendar days after receipt of the written answer of the Employer at Step 2. The Town or Union may elect to transfer the grievance to the American Arbitration Association. In that event, the fees of the American Arbitration Association and the fees and expenses of the arbitrator shall be shared equally by the Employer and the Union; otherwise, each party shall bear its own arbitration expense.

- 6.2 For the purpose of this Article the term "days" shall mean calendar days. The parties may by mutual written agreement extend any of the time limits specified in Section 6.1 of this Agreement.
- 6.3 If the grievance is not processed to any Step within the time limits set forth above, it shall be considered to have been satisfactorily resolved at the last Step in which it was properly processed.
- 6.4 Mediation. The parties by mutual agreement may request the service of a Mediator from the State of Connecticut while awaiting the services of the State Board of Mediation and Arbitration on any grievance.
- 6.5 Nothing contained herein shall prevent or discourage the Union and the Mayor from resolving any dispute on an informal basis prior to the use of the above

described grievance procedure. The Union and its employees are encouraged to resolve any such dispute or difficulties while at work.

- 6.6 The jurisdiction and authority of the arbitrator and his/her opinion and award shall be confined to the interpretation and/or application of the provision(s) of this Agreement at issue between the Union and the Town. He/She shall have no authority to add to, detract from, alter, amend, or modify any provision of this Agreement. The arbitrator shall not have jurisdiction to hear or decide more than one (1) grievance without the mutual consent of the Town and the Union. The written award of the arbitrator on the merits of any grievance adjudicated within his/her jurisdiction and authority shall be final and binding on the aggrieved employee, the Union, and the Town. The standard of proof in disciplinary case shall be based on a preponderance of the evidence.

ARTICLE VII - WORKWEEK/WORKDAY

- 7.1 The regular work day shall be twenty-five (25) hours, and the regular workweek shall be fifty (50) hours. The regular day shift shall be 0700 - 0800 Sunday through Saturday. Working lunch breaks will be scheduled so that facilities remain manned at all times.
- 7.2 The work period shall consist of twenty-eight (28) days and shall comply with the Federal Fair Labor Standards Act, including, but not limited to, Section 7(k) of the Act and the related regulations at 29 CFR §553.200 et seq.
- 7.3 Deputy Fire Marshal/Fire Inspector. The work schedule will be assigned by the Fire Marshal.
- 7.4 Chesterfield Fire House. One or more employees will be assigned to the Chesterfield Fire House as his/her regular shift. The regular hours for the Chesterfield shift are ten (10) consecutive hours, between the hours of 6:00 a.m. and 6:00 p.m., Monday through Friday. The hours upon ratification of the July 1, 2016 agreement will be 7:00 a.m. to 5:00 p.m.; the Town may change this ten (10) consecutive hour period any time thereafter with ten (10) work days' notice to the affected employee(s) and the Union.

Prior to any regular assignment to Chesterfield, the Town will post the assignment to identify any bargaining unit members interested in the assignment. If two (2) or more bargaining unit members are interested in the assignment, the most senior bargaining unit member will be assigned to Chesterfield. If no bargaining unit member expresses interest in the assignment, the least senior bargaining unit member will be assigned to Chesterfield.

ARTICLE VIII - OVERTIME

- 8.1 It is mutually understood and agreed that time and one-half (1 1/2) will be paid for all hours actually worked in excess of two hundred and twelve (212) hours in the twenty-eight (28) day pay period in accordance with 29 CFR §553.200 et seq.
- 8.2 When the Town decides to replace a vacant shift from Sunday at 7:00 a.m. until Saturday at 8:00 a.m., the shift shall be initially offered to qualified bargaining unit employees. In the event no bargaining unit member accepts the shift when initially offered, the Town shall then offer the shift to part-time employees. Nothing herein shall prevent the Town from ordering an employee to fill said shifts. The Town shall have the right to assign non-bargaining unit employees to work Saturday 0800 - Sunday 0700.

Notwithstanding the above, nothing shall prohibit the Town from assigning a qualified bargaining unit employee(s) to a vacant shift during his/her regular work shift.

- 8.3 In lieu of ordering an employee to fill a shift, the Town reserves the right to utilize a non-bargaining unit employee and/or not to fill the vacancy, if bargaining unit employees decline the shift.
- 8.4 Exchange of Shifts. Employees may exchange shifts provided:
- a. Such substitution does not impose additional costs on the Town. Further, the Town is authorized to deduct from the wages of the employee granted such shift change any associated costs.
 - b. The employee's supervisor is provided reasonable notice, normally in excess of one (1) week, and provides prior, written approval of the exchange.
 - c. Approval of the shift change is subject to revocation as dictated by the needs of the Town. The Town reserves the right to approve, deny or revoke any request for a shift change, and the same shall not be subject to the grievance procedures.
 - d. The Town of Montville will not be responsible for enforcing agreements made between employees.
- 8.5 The Employer, the employee and the Union agree that the Deputy Fire Marshal and Fire Inspector perform work as executive, administrative and/or professional employees and as such are expressly exempted by the Fair Labor Standards Act and related state laws from the requirement of paid overtime. The Deputy Fire Marshal and Fire Inspector may be required to regularly engage in activities necessitated by their classification outside normal business hours; i.e., evening

meetings, emergencies, etc. Although the Deputy Fire Marshal and Fire Inspector need not record their daily work hours on time clocks, they are accountable to the Employer and the public. Exempt employees must complete and turn in to the Mayor, or his/her designee, a bi-weekly personal activity log setting forth actual hours worked [i.e., time in, time out, all leave equal to or exceeding thirty (30) minutes (example - lunch)] in addition to any hours attributable to non-exempt work.

- 8.6 The Deputy Fire Marshal/Fire Inspector shall receive compensatory time at the rate of one and one-half hours for hours worked over forty-three (43) hours per week.
- 8.7 The Town shall establish, maintain and publish weekly, overtime lists (normal overtime and private duty) for purposes of providing employees notice of their status of overtime. The Town agrees that overtime shall be offered to members of the bargaining unit in rotation. Bargaining unit members who decline overtime or private duty jobs will be placed at the bottom of the respective list. Nothing in this Section 8.7 shall require the payment of a premium not required by Section 8.1.

ARTICLE IX - HOLIDAYS

- 9.1 All employees covered by this Agreement shall receive the following paid holidays:

New Year's Day	Fourth of July
Martin Luther King Day	Labor Day
Presidents' Day	Good Friday
Veteran's Day	Thanksgiving
Columbus Day	Day after Thanksgiving
Memorial Day	Christmas
Employee's Birthday	Easter

- 9.2 If a holiday falls during an employee's vacation, he/she shall be given an additional day off at his/her discretion, provided the employee complies with this Article.
- 9.3 If a holiday falls while an employee is on sick leave, he/she shall be paid for the holiday in accordance with Section 9.4 of this Article, with no deduction of sick leave.
- 9.4 Every active employee shall receive holiday pay equivalent to ten (10) hours at their regular rate for each holiday set forth in Section 9.1 above. If an employee does not work a holiday, said payment shall not be regarded as additional compensation for wage calculation purposes.

- 9.5 In addition to the benefit in Section 9.4 above, employees who perform work on a holiday shall receive their straight time regular rate for all hours worked provided that for every hour worked between the hours of 8:00 a.m. and 6:00 p.m. on Christmas Day, Thanksgiving and New Years Day employee shall receive two (2) times their regular hourly rate.

ARTICLE X - INSURANCE

- 10.1 This Article and the attached insurance matrix document contain summaries and descriptions of various insurance benefits. It is agreed and understood by the parties that the insurance descriptions contained in this Agreement and the matrix are descriptive only and are not insurance policies.

Eligibility: The Town shall provide eligible employees who work thirty (30) or more hours per week, and their eligible dependents, the Blue Cross/Blue Shield Century Preferred Plan, with Vision Care or similar group health and hospitalization insurance.

Newly hired employees are not eligible for coverage until the first of the month following thirty (30) days of employment, i.e., if an employee commences work on April 15th, he/she will not be eligible for insurance coverage until June 1st.

Change of Carriers/Funding Arrangements: The Town, however, reserves the right to change or provide alternate insurance carriers, health maintenance organizations, or benefit levels or to self-insure as it deems appropriate for any form or portion of the insurance coverage referred to in this article, so long as the new coverage and benefits are substantially similar to the conventional insurance set forth above.

Plan Design:

- (1) The health insurance plan design through June 30, 2016 is set forth in Appendix B1.
- (2) As of July 1, 2017, the Town shall provide eligible employees and their eligible dependents as the primary Hospital, Medical and Prescription Plan an HDHP partnered with an HSA (\$2000 single/\$4000 family), as described in Appendix B2.

As a secondary plan as of July 1, 2017, the Town will offer employees hired prior to May 1, 2017 a PPO, hospitalization, vision and dental insurance plan as described in Appendix B3. Employees choosing to participate in the PPO Plan are subject to a "buy up", which is the cost difference between the total annual cost for the PPO (i.e., the allocated

rate for the selected coverage (single, two person, family) and the employer's total cost for the HDHP/HSA, exclusive of any deductible funding (i.e., the allocated rate for the selected coverage (single, two person, family) minus the employee cost share).

- (3) Any employee hired on and/or after May 1, 2017, must enroll in the HDHP/HSA and cannot buy up to the PPO plan.

10.2 Group Term Life Insurance. The Employer shall provide a policy of life insurance on each employee with a death benefit of \$50,000.

10.3 Group Long Term Disability Insurance. Long Term Disability Coverage after ninety (90) days of absence.

10.4 Group Dental Coverage: Full dental coverage under Riders A, B, C and D. Each employee will be responsible for paying the full cost associated with Riders B and C.

10.5 Cost Shares and HSA Funding

Cost Shares:

Effective July 1, 2015, each employee shall be responsible for sixteen percent (16%) of the applicable allocation rate determined by the insurance carrier or administrator for all PPO health insurance benefits excluding life insurance and accidental death and dismemberment for individual, two person and/or family coverage. An employee shall have deducted from his/her monthly wages the applicable amount.

Effective July 1, 2017, each employee shall be responsible for eleven percent (11.0%) of the applicable allocation rate determined by the insurance carrier or administrator for all HDHP/HSA health insurance benefits excluding life insurance and accidental death and dismemberment for individual, two person and/or family coverage. An employee shall have deducted from his/her monthly wages the applicable amount.

Effective July 1, 2018, each employee shall be responsible for twelve percent (12.0%) of the applicable allocation rate determined by the insurance carrier or administrator for all HDHP/HSA health insurance benefits excluding life insurance and accidental death and dismemberment for individual, two person and/or family coverage. An employee shall have deducted from his/her monthly wages the applicable amount.

HSA Funding:

Effective July 1, 2017, the Town shall contribute sixty percent (60%) of the deductible for the HDHP, provide the employee has set up an HSA. The payment shall be made in July each year.

Effective July 1, 2018, the Town shall contribute fifty percent (50%) of the deductible for the HDHP, provide the employee has set up an HSA. The payment shall be made in July each year.

- 10.6 Section 125 Plan. The Employer offers a pre-tax contribution option for employees. This employee benefit is known as a Section 125 plan. Employees electing this option shall be afforded the opportunity to make contributions toward premiums for medical insurance, dental insurance and out-of-pocket medical expenses or dependent care expenses on a pre-tax, rather than an after-tax basis.
- 10.7 Insurance Waiver. Notwithstanding the above, employees may elect to waive, in writing, all health insurance benefits and, in lieu thereof, be remunerated in the amount of fifty (50%) percent of the premium saved by the Town at the time of the waiver, because of said waiver, or in accordance with the following schedule, whichever is less.

<u>Coverage</u>	<u>Payment</u>
Single	\$2,000
Two-Person	\$2,500
Family	\$3,000

Where a change in an employee's status prompts the employee to resume Town provided insurance coverage, the written waiver may, upon written notice to the Town, be revoked. Upon receipt of revocation of the waiver, insurance coverage shall be reinstated as soon as possible; subject, however, to any regulations or restrictions, including waiting periods, which may then be prescribed by the appropriate insurance carriers. Depending upon the effective date of such reinstated coverage, appropriate financial adjustments shall be made between the employee and the Town to ensure that the employee has been compensated, but not overcompensated, for any waiver elected in this section.

Notice of intention to waive insurance coverage must be sent to the Mayor not later than May 1st, to be effective on July 1st of each contract year. The election waiver coverage shall only be approved after the employee has provided the Town with proof of alternative insurance coverage.

Waiver of coverage procedures must be acceptable to the applicable insurance carrier.

Employees are not eligible to receive any stipend for the waiver of insurance coverage if they are covered under any type of Town insurance including Town Board of Education (BOE) coverage.

ARTICLE XI - SICK LEAVE

- 11.1 Each employee shall be entitled to one hundred and fifty (150) hours of sick leave annually, to be earned at the rate of twelve and one-half (12 ½) hours per month. Employees shall earn sick leave during their probationary period, but shall not be paid for sick leave taken prior to completion of said probationary period.
- 11.2 Sick leave will accumulate from fiscal year to fiscal year with a maximum accrual of twelve hundred and fifty (1250) hours. Any earned sick leave days remaining at the end of the fiscal year beyond twelve hundred and fifty (1250) hours shall be lost and the employee shall not be compensated for the same.
- 11.3 Upon normal retirement (defined for purposes of this paragraph as either 20 years of service at any age *or* age 55 and 5 years of continuous active service or 15 years of non-continuous active service), each employee shall receive one-half of the amount of his/her accrued sick leave up to a maximum of six hundred (600 hours) provided said employee has given the Town thirty (30) days written notice of said retirement.
- 11.4 Sick leave shall only be taken in increments of whole hours.
- 11.5 An employee using sick leave, shall notify the Mayor, or his/her designee, at least one (1) hour prior to his/her normal starting time of the first day of his/her absence and each day of absence thereafter, unless the employee has indicated the number of days he/she shall be absent when first notifying the Mayor as described above.
- 11.6 Sick leave benefits cannot be exercised by any employee whose sickness or disability is due directly to intoxication or to the use of intoxicating beverages, or, to drugs or narcotics, or, to vicious or criminal conduct.
- 11.7 The Town may refuse to pay sick leave benefits if investigation shows falsification of any claim for, sick leave benefits and such conduct shall be grounds for discharge of any such employee.
- 11.8 Sick leave benefits may not accrue whenever an injury or sickness is due to employment with any outside employer.
- 11.9 Medical Certificate: A medical certificate from a licensed physician acceptable to the Mayor shall be required for the following reasons:

- a. The fifth (5th) sick leave occurrence and each subsequent sick leave occurrence for the duration of the calendar year.
 - b. Upon returning to work for absence due to illness or injury exceeding three (3) working days.
 - c. Whenever an employee has a pattern of absenteeism.
 - d. For prolonged illness or injury exceeding twenty (20) working days, a medical certificate shall be required from the employee for every four (4) week period the employee is absent from work.
- 11.10 Said medical certificate from a licensed physician shall state the nature of the illness or injury and shall contain a statement that in the opinion of said physician the employee is capable of returning to work. Failure of the Mayor to request a medical certificate shall not constitute a waiver by the Town of this provision.
- 11.11 Failure to provide a medical certificate, as required by Section 11.9 shall result in the employee not being paid for said sick leave occurrence. In addition, if the employee does not provide the medical certificate, the Mayor may take further disciplinary action; such disciplinary action shall not be subject to the grievance procedures.
- 11.12 Nothing shall prohibit the Town from seeking additional medical information in accordance with the ADA, FMLA, Workers' Compensation Act and/or other laws.

ARTICLE XII - FUNERAL LEAVE

- 12.1 Up to twenty-five (25) consecutive hours of funeral leave with pay, provided at least one of those days is the day of the funeral, shall be granted to the employee for a death in the immediate family of the employee. For the purpose of this Section, "immediate family" shall be defined as spouse, mother, father, son, daughter, brother, sister, stepson or stepdaughter.
- 12.2 Up to twenty-five (25) consecutive hours of funeral leave, with pay, shall be granted for the death of an employee's grandparent, grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law, aunt or uncle. Said day must include the day of the funeral of said relative.
- 12.3 Additional funeral leave days, with or without pay, may be granted to an employee by the Mayor. However, it is mutually understood and agreed that the granting or not granting of said days is at the sole discretion of the Mayor, and further the same is not subject to the grievance procedures by the employee or the Union.

ARTICLE XIII - SPECIAL LEAVE

- 13.1 Unpaid leave for legitimate purposes may be granted to an employee upon written request to the Mayor. However, it is mutually understood and agreed, that granting or not granting of said unpaid leave is at the discretion of the Mayor, and further the same is not subject to the grievance procedures by the employee or the Union.

ARTICLE XIV - INJURY LEAVE

- 14.1 Employees may be absent from duty without loss of sick time as described below:
- a. When an employee loses time because of an injury or an illness sustained in the line of duty to which he/she is entitled to compensation under the Workers' Compensation Act, he/she shall receive full benefits equal to normal full pay for the period of disability, up to fifteen (15) months, with the Town making up the difference ("differential") in the amount of such compensation received and the employee's base pay less (net of) taxes.
 - b. When an employee, in the performance of his/her duty, is exposed to a serious contagious disease, and contracts this disease for which he/she is entitled to compensation under the Workers' Compensation Act, he/she shall receive full benefits equal to normal full pay for the period of disability, up to eighteen (18) months, with the Town making up the difference ("differential") in the amount of such compensation received and the employee's base pay less (net of) taxes. The intent of this provision is to ensure that employees do not earn more than base pay while receiving Workers' Compensation and differential pay.
 - c. The Town may require an employee receiving such payments under Sections 14.1(a) and 14.1(b) above to submit to the Town written medical reports from the employee's doctor(s) at least once a month to certify that he/she is still injured, disabled or ill and is not capable of returning to his/her job with the Town, and that said employee has not reached the point of maximum recovery. Failure of the employee to provide said reports will relieve the Town of its obligation to make payment to such employee under Section 14.1(a) or 14.1(b) above, except as may be required by the Workers' Compensation Act.
- 14.2 Any employee receiving payments under Section 1(a) or 1(b) above at the Town's discretion may be required to have an examination by a physician selected by the Town certifying the employee's inability to perform his/her fire duties. Should said physician find the employee capable of returning to his/her fire duties, the Town's responsibility for payments under Section 1(a) or 1(b) above shall be terminated.

- 14.3 If a dispute arises over an employee's eligibility for Workers' Compensation, the employee shall continue to receive his/her differential, in accordance with the provisions above, until a determination is made by the Workers' Compensation Commissioner as to the employee's eligibility. If the employee is found to be ineligible, the employee shall reimburse the Town. The Town may apply any compensation due the employee towards the arrearage including, but not limited to accumulated sick leave and vacation time.
- 14.4 In the event of heart and hypertension retirement, any monies paid in accordance with 14.1 above shall be credited toward the heart and hypertension payments by the Town.

ARTICLE XV- UNION BUSINESS LEAVE

- 15.1 One (1) member of the Union shall be granted leave from duty with full pay for all meetings between the Town and the Union for the purpose of negotiating the terms of a collective bargaining agreement, matters involving grievance hearings or alleged prohibited practice hearings, when such meetings take place out of town, and at a time when such member is scheduled to be on duty, or, during a time when such member is scheduled to work a regular shift.
- 15.2 The Union President and/or the Secretary Treasurer, shall be granted up to a maximum of fifty (50) working hours, jointly, annually with whole pay for union business while attending labor conventions, educational conferences or union meetings. The Mayor or his/her designee shall be notified at least three (3) working days in advance of any union leave day(s).
- 15.3 Notwithstanding any other Section of this Article, it is mutually understood and agreed that the employee will make every effort to find a qualified replacement acceptable to the Town anytime the employee is on union business leave. In the event said replacement is unavailable, the Mayor reserves the right to find a replacement for the regular employee, or not fill the position. Failure by the Town to fill said position shall not be a grievable matter by the employee or the Union, nor, shall the same constitute a waiver by the Town of this provision.

ARTICLE XVI - PERSONAL LEAVE

- 16.1 Employees may use up to seventy-five (75) hours of accumulated sick leave each calendar year as personal leave days, provided he/she has notified the Mayor or his/her designee writing a minimum of three (3) working days in advance unless it is a documented emergency. Personal leave days shall be taken in increments of whole hours.

ARTICLE XVII - VACATIONS

- 17.1 a. Employees who have been in the employ of the employer for one (1) year shall be entitled to one hundred (100) hours vacation. An employee may be advanced fifty (50) hours of said vacation after six (6) months of employment.
- b. Employees who have completed five (5) years or more of service but less than ten (10) years of service shall be entitled to one hundred and fifty (150) hours of vacation annually with full pay.
- c. Employees who have completed ten (10) years or more of service shall be entitled annually to two hundred (200) hours of vacation with full pay.
- d. For the purposes of this Section of this Article, the term "*full pay*" shall mean a maximum of twenty-five (25) hours per day and fifty (50) hours per week at the employee's basic straight time hourly rate of pay.
- 17.2 The annual vacation period shall commence on the employee's anniversary date, and each employee shall be afforded the opportunity to be off on vacation within one (1) year of said date. Vacation time shall be taken within the aforesaid year or else the same shall be forfeited by the employee. An employee's vacation shall be determined on the anniversary date of his/her employment and department seniority shall prevail in the selection of vacation periods. Vacation days shall be taken in increments of twelve and one-half (12 ½) hours. Unless otherwise specified in Section 17.2 of this Article, vacation requests must be submitted in writing to the Mayor or his/her designee a minimum of fifteen (15) days in advance. Upon approval by the Mayor or his/her designee, the employee shall notify his/her chief in writing of his/her vacation leave.
- 17.3 a. If an employee desires to take earned vacation leave in increments greater than twenty-five hours, he/she must submit a written request to the Mayor or his/her designee a minimum fifteen (15) days in advance, in which case, said employee shall be granted the requested vacation leave provided no other bargaining employee has previously requested leave during the same period. The Town shall be under no obligation to allow more than one (1) employee to be absent on leave at any time.
- b. If an employee desires to take an earned vacation leave day, he/she must submit a written request to the Mayor or his/her designee a minimum of three (3) days in advance, in which case, said employee shall be granted the requested vacation leave provided no other bargaining employee has previously requested leave during the same period. The Town shall be under no obligation to allow more than one employee to be absent on leave at any time.

- c. A request by an employee to take earned vacation in increments greater than twenty-five hours which is made less than fifteen (15) days in advance to the Mayor or his/her designee may be granted at the sole discretion of the Town. Failure by the Town to grant such a request shall not be a grievable matter by the employee or the Union. Further, should said request be granted, the Town shall be under no obligation fill a position created by such vacancy. Failure by the Town to fill said position shall not be subject to the grievance procedures by the employee or the Union.
 - d. A request by an employee to take an earned vacation leave day, which is made less than three (3) days in advance to the Mayor or his/her designee may be granted at the sole discretion of the Town. Failure by the Town to grant such a request shall not be a grievable matter by the employee or the Union. Further, should said request be granted, the Town shall be under no obligation fill a position created by such vacancy. Failure by the Town to fill said position shall not be subject to the grievance procedures by the employee or the Union.
 - e. Vacation leave shall be taken in twelve and one-half hour increments.
- 17.4 An employee whose relationship with the Town is terminated shall receive compensation for accrued, but unused, vacation days if he or she is in good standing, i.e., has provided two (2) weeks notice, works fully through the last two (2) weeks, and is not terminated for cause. At which time, the employee shall receive a lump sum equal to the amount of vacation hours earned, but not used through the last day of work.
- 17.5 Employees shall make every effort to use all their vacation time each year. Vacation time will not be carried over from year to year. Employees may submit a request to the Mayor or his/her designee for payment of up to fifty percent (50%) of their unused vacation time. Such request must be in writing and made at least ninety (90) days prior to their anniversary date. The Mayor or his/her designee, at his/her sole discretion, may authorize payment provided the operating requirements of the Town prevented such employee from taking vacation. If payment is not authorized such employee must use any remaining vacation time prior to their anniversary date or such time will be lost.

ARTICLE XVIII - SENIORITY

- 18.1 a. Definition: Seniority shall mean an employee's length of continuous service within the bargaining unit measured in calendar days from the first day the employee actually worked for the Department on or after the employee's most recent date of hire. If application of the preceding sentence results in two (2) or more employees having the same seniority,

the employee who applied for a paid position with the Town first shall be deemed more senior. Seniority shall not accrue to a probationary employee until completion of the probationary period set forth in this Agreement, at which time the employee shall possess seniority as defined in Section 24.1. Seniority shall be applicable only as expressly provided in this Agreement.

- b. Loss of Seniority: An employee shall lose his/her seniority for the following reasons only:
- (1) discharge, quit, retirement, or resignation;
 - (2) failure to give notice of intent to return to work after recall within fifteen (15) days, or failure to return to work on the date specified for recall, as set forth in the written notice or recall.
 - (3) except for layoff, time lapse of twelve months, or for a period equal to the employee's seniority (whichever is less), since the last day of actual work for the Town, regardless of reason;
 - (4) failure to return to work upon expiration of a leave of absence;
 - (5) layoff for a period of one (1) year or for a period equal to the employee's seniority, whichever is less.

18.2 In the event of a reduction in the work force, all layoffs shall be made by classification, subject to seniority within the classification. Any subsequent hiring, within one (1) year of said reduction, shall be confined to the previously laid off employees by hiring the last employee laid off who has not been subsequently rehired until all such laid off employees have been offered reinstatement; provided, said employees are available to return to work within two (2) weeks of being offered a position by the Town and are qualified without additional training to perform the duties of a fire fighter.

18.3 Bumping. In the event of a layoff the affected employee may bump the employee with the least seniority in a lower classification, if the employee has more seniority than the employee he/she will bump and is qualified to perform the functions of the classification, immediately, without training or break-in.

ARTICLE XIX - CLOTHING ALLOWANCE

19.1 The Town shall provide each eligible employee with his/her own protective clothing of good quality and condition. All protective clothing shall meet or exceed NFPA specifications. Such clothing shall consist of a helmet, two (2)

turn-out coats, two (2) night hitches, night hitch boots, nomex hood, two (2) pair of gloves, SCBA mask, HEPA mask, and gear bag.

- 19.2 The Town shall provide new employees with three (3) complete sets of work uniforms consisting of station coat, shirts and trousers, T-shirts and belts. Work uniforms shall be replaced as needed upon request.
- 19.3 The Town shall pay annually to each member of the bargaining unit a clothing maintenance allowance of one-hundred and fifty (\$150.00) dollars which shall be paid to the employees annually on July 1st. Said payment shall not be regarded as additional compensation for wages or pension calculation purposes.

ARTICLE XX - WAGES

- 20.1
 - a. Effective July 1, 2016, Firefighters shall receive wage adjustments as follows: Grade A - \$2.00 per hour; Grade B and C - \$0.80 cents per hour, and Grade D – \$0.70 cents per hour.
 - b. Effective July 1, 2017, the salary schedule in effect June 30, 2017, shall be increased by two and one-half (2.5%) percent.
 - c. Effective July 1, 2018, the salary schedule in effect June 30, 2018, shall be increased by two and one-half (2.5%) percent.
- 20.2 Employees who have less than two (2) years of active service shall be placed in Grade D and paid the rate as provided for in that grade. Upon the anniversary date of two (2) years of active service of any employee, such employee shall advance to Grade C and shall be paid the rate provided for in that Grade. Upon the anniversary date of five (5) years of active service of any employee, such employee shall advance to Grade B and be paid the rate provided for, in that Grade. Upon the anniversary date of eight (8) years of active service of any employee, such employee shall be advanced to Grade A and be paid the rate as provided for in that Grade. (See Appendix A for wage scale, attached hereto and made a part hereof.)
- 20.3 Town may change the regular payday to Thursdays.

ARTICLE XXI - DEFERRED COMPENSATION PLAN

- 21.1
 - a. From July 1, 2016 through December 31, 2016, and in accordance with applicable Internal Revenue Service ("IRS") rules and regulations, the Town shall contribute, during active employment, eight percent (8%) and each employee shall contribute five percent (5%) of the employee's base pay to a defined contribution (§ 457) deferred compensation plan. From

January 1, 2017 through June 30, 2019, and in accordance with applicable Internal Revenue Service ("IRS") rules and regulations, the Town shall contribute, during active employment, ten percent (10%) and each employee shall contribute five percent (5%) of the employee's base pay to a defined contribution (§ 457) deferred compensation plan. Neither the Town nor the employee is required to contribute during periods of unpaid leaves of absence.

- b. Any payments under this Article shall not be regarded as additional compensation for wage or pension calculation purposes.

21.2 It is the desire and intention of both the Town and the Union that employees within the bargaining unit not be included in the Municipal Employees' Retirement Fund "B", which other Town employees presently participate in, or any other retirement plan other than that specified in Section 21.1 of this Article. Notwithstanding the aforesaid, should bargaining unit employees be required during the life of this Agreement to become part of the Municipal Employees' Retirement Fund "B", then said employees shall be obligated to make the required contributions in accordance with regulations governing the Retirement Fund. Further, the Town shall have the authority to deduct from the employees' weekly paycheck that amount which is related to the employees' required contribution to the Retirement Fund. Lastly, it is mutually understood and agreed that Section 21.1 of this Article will be rendered null and void should the bargaining unit employees become part of the Municipal Employees Retirement Fund "B".

ARTICLE XXII - EXAMINATIONS

22.1 Examinations:

- a. The Town and the Union agree that it is the responsibility of each employee to achieve and maintain a reasonable level of physical fitness and general good health.
- b. The Town may require any employee to undergo a physical, psychiatric, and/or psychological examination by a licensed physician, psychiatrist and/or psychologist should the Mayor feel such an examination to be in the best interest of the employee, the Montville Fire Departments or the Town. The Town agrees to pay for such examinations. A copy of the physical, psychiatric and/or psychological examination report shall be forwarded to the Mayor, and shall be included in the personnel file of said employee.

- c. If an examination indicates that an employee is not physically or psychologically able to perform the duties or functions of his/her job, the Town may suspend or terminate said employee.

ARTICLE XXIII – DEPUTY FIRE MARSHAL/FIRE INSPECTOR

- 23.1 The Deputy Fire Marshal/Fire Inspector will receive one floating holiday to be determined by the Mayor, in lieu of Easter.
- 23.2 With regard to sick leave under Article 11:
 - a. The Deputy Fire Marshal/Fire Inspector will be entitled to 15 sick days annually, to be earned at the rate of 1.25 days per month.
 - b. The Deputy Fire Marshal/Fire Inspector will be eligible to accumulate sick leave up to a maximum accrual of 100 days.
 - c. The Deputy Fire Marshal/Fire Inspector, upon meeting the normal retirement criteria, will receive one-half of the amount of his/her accrued sick leave up to a maximum of sixty (60) days, provided said employee has given the Town thirty (30) days written notice of said retirement.
- 23.3 With regard to funeral leave under Article 12:
 - a. Under Section 12.1, the Deputy Fire Marshal/Fire Inspector may utilize up to three (3) consecutive days for funeral leave.
 - b. Under Section 12.2, the Deputy Fire Marshal/Fire Inspector may utilize one (1) day for funeral leave.
- 23.4 With regard to personal leave under Section 16.1, the Deputy Fire Marshal/Fire Inspector may utilize up to eight (8) sick days as personal leave days.
- 23.5 With regard to vacation under Article 17:
 - a. Upon completion of one (1) year, the Deputy Fire Marshal/Fire Inspector shall be entitled to two (2) weeks' vacation with full pay. The Deputy Fire Marshal/Fire Inspector may be advanced one week of said vacation after six (6) months of employment.
 - b. Upon completion of five (5) years or more of service but less than ten (10) years of service, the Deputy Fire Marshal/Fire Inspector shall be entitled to three (3) weeks of vacation annually with full pay.

- c. Upon completion of ten (10) years or more of service, the Deputy Fire Marshal/Fire Inspector shall be entitled annually to four (4) weeks of vacation with full pay.
 - d. The term "full pay" for the Deputy Fire Marshal/Fire Inspector shall mean a maximum of eight (8) hours per day and forty (40) hours per week at the employee's basic straight time hourly rate of pay.
 - e. The Deputy Fire Marshal/Fire Inspector may take vacations in increments of half days; vacation in increments of greater than one (1) day must be submitted in writing to the Mayor or his/her designee at least fifteen (15) days in advance.
- 23.6 The Deputy Fire Marshal/Fire Inspector is currently required at times to carry Millstone Nuclear Plant pagers and/or be on call for duties related to Millstone Nuclear Plant and shall receive a yearly stipend of one thousand dollars (\$1,000.00) for such duties, to be paid in December. This stipend currently is covered by a grant received by the Town, and shall cease when, and if, the grant ceases and/or when and if the obligation to carry the pager ceases.
- 23.7 The Deputy Fire Marshal/Fire Inspector shall be provided with a Town vehicle which he may take home.

ARTICLE XXIV - PROBATIONARY PERIOD

- 24.1 All employees who have worked one (1) year from the date of their appointment shall become permanent employees, and their probationary period will be considered complete, with seniority dating back to date of hire. Employees may be disciplined or terminated for any reason during their probationary period and said discipline or termination shall not be subject to grievance or arbitration procedures. During their probationary period employees shall not be entitled to recall rights as defined in Section 18.2 of this Agreement.

ARTICLE XXV - TRAINING

- 25.1 Employees shall be required, as a condition of employment, to obtain and maintain Town-wide service classifications.

ARTICLE XXVI - MISCELLANEOUS

- 26.1 Irrespective of any past practice or any prior Agreement, employees shall not leave their fire station while on duty for any reason, except when performing fire,

rescue, or other job related activities or functions, unless the same has been approved by the Mayor or his/her designee.

26.2 Military Service. The Employer will comply with its obligations under Federal and/or State law(s) regarding military service.

26.3 College/Educational Incentive. Any employee who successfully completes an accredited fire fighter related course which has been pre-approved in writing by the Mayor and/or his/her designee, for an undergraduate degree, in a given semester at a fully accredited college or university shall be reimbursed by the Town the cost of the course tuition and the expense of books required in connection with said course, as set forth more fully in the table below.

a. Upon completion of any approved course, and such approval shall not be unreasonably denied, reimbursement shall be payable as listed:

<u>GRADE</u>	<u>PERCENTAGE OF REIMBURSEMENT</u>
Grade A	100%
Grade B	100%
Grade C	75%
Grade D and below	0%

Courses or certifications graded Pass/Fail: Pass shall be 100% reimbursement; Fail shall be 0%.

b. Since the rationale for the Town paying the cost of such courses and classes is that such education will significantly improve the work quality and performance of the employee, thereby benefiting the Town, any employee voluntarily resigning or terminated for cause shall refund the following percentages of contributions made by the Town towards their education, either by direct payment or by deducting of the appropriate amount, in accordance with the table below, from said employee's terminal pay:

<u>Termination Period</u>	<u>Refund</u>
Employee leaves within 1 year from completion date of course	100%
Employee leaves within 1 - 2 years from completion date of course	80%
Employee leaves within 2-3 years from completion date of course	50%
Employee leaves more than 3 years from completion date of course	0%

26.4 End of the Year Bonus. Each employee with one to five years' service shall receive a one hundred dollar (\$100.00) End of the Year bonus each year. Employees with six years or more shall receive an additional twenty dollars (\$20.00) per year of service added to their End of the Year bonus to a maximum of four hundred dollars (\$400.00). Said payment shall not be regarded as additional compensation for wage or pension calculation purposes.

- 26.5 Any employee called into work outside the regularly scheduled working hours shall be guaranteed a minimum of two hours at one and one-half (1 1/2) times their regular hourly rate, provided, however, that early reporting before the start of the regular work day and hours worked at the end of the regular work day shall not be construed as "call-in" hours and the two hour call-in provision will not apply.
- 26.6 After the Fire Marshal and Deputy Fire Marshal/Fire Inspector have declined private duty assignments, the assignments shall be offered to the remaining bargaining unit members, on a rotational basis, provided however, the Town shall not be required to pay the employee more than the private duty stipend established by the Town.
- 26.7 The Town will make available to each present employee, and make available to each new employee when hired, a copy of this Agreement.
- 26.8 Employees have a responsibility to perform their duties so as to minimize injuries to themselves or coworkers. Failure to wear required safety gear, use the required safety equipment as directed or comply with Town safety rules will result in disciplinary action by the Town.
- 26.9 The Town shall be responsible for replacement or repair of employee's personal articles which are damaged while on duty, up to a maximum of five hundred dollars (\$500.00) per incident. In order to be eligible for reimbursement, an employee must report said damage or loss to the Mayor within forty-eight hours of the damage or destruction detailing the circumstances. The Mayor or his/her designee shall have the right to inspect the damaged items and shall repair or replace all damaged or destroyed items.

ARTICLE XXVII - PROMOTIONS AND/OR VACANCIES

- 27.1 All vacant positions, except for entry level firefighters, which the Town intends to fill within the bargaining unit shall be posted for a period of no less than five (5) working days prior to the issuance of any public notice of said vacancy. When possible, vacancies shall be posted ten (10) working days prior to the employee's termination date.
- 27.2 From among applicants qualified for a posted position, the Town will award the position to the most qualified applicant; provided that, if, because two (2) or more applicants are equally qualified, application of such standard results in a choice of more than one (1) applicant who might be awarded the job, the Town will award the job to the senior employee.
- 27.3 No new employee will be hired until the posting procedure has been followed.

- 27.4 Promotions to fill vacancies are upon a ninety (90) day qualifying period during which the employee must demonstrate to the Town that he/she is qualified to perform the duties of the hired job classification. In the event that the employee does not satisfactorily perform as determined solely at the discretion of the Mayor, during such qualifying period, he/she shall be reinstated to his/her prior job classification and receive the rate of pay applicable to such job classification. The Mayor's determination that said employee has not performed satisfactorily during such period shall not be subject to the grievance procedures by the employee or the Union.

ARTICLE XXVIII - DURATION

- 28.1 Unless otherwise stated, all provisions of this Agreement shall become effective as of the date of execution by the parties, or as soon thereafter as possible and practicable. Further, this Agreement shall remain in full force and effect up to and including the 30th day of June 2019.
- 28.2 Either party wishing to amend or modify this Agreement beyond June 30, 2019, must so notify the other party, in writing, no more than one hundred fifty (150) days, nor less than one hundred twenty (120) days prior to the expiration of this Agreement. Within thirty (30) days of receipt of such notification, the parties shall arrange to meet and submit its intent to modify or amend this Agreement with proposed amendments and/or modifications.

SIGNATURE PAGE

IN WITNESS WHEREOF, said parties have caused this Agreement to be executed by their duly authorized representatives on this 13th day of JUNE 2017.

Signed, Sealed and Delivered
in the Presence of:

THE TOWN OF MONTVILLE



Witness Thomas L. Cummings
Theresa Hart
Theresa Hart

Witness

BY: 

Ronald K. McDaniel, Mayor

6/13/17

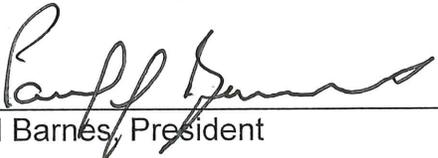
Date

**THE MONTVILLE FIRE FIGHTERS
ASSOCIATION, IAFF, AFL-CIO**



Witness Thomas L. Cummings
Theresa Hart
Theresa Hart

Witness

BY: 

Paul Barnes, President

6/13/17

Date

APPENDIX A – WAGE SCHEDULE*

	CURRENT	7/1/2016 Wage Adjustment	7/1/2017 2.5%	7/1/2018 2.5%
Grade A	\$21.31	\$23.31	\$23.89	\$24.49
Grade B	\$20.59	\$21.39	\$21.92	\$22.49
Grade C	\$20.06	\$20.86	\$21.38	\$21.91
Grade D	\$19.51	\$20.21	\$20.71	\$21.23
Dep. Fire Marshal	----	----	\$62,000	\$63,550
Fire Inspector**	\$38,764.65	TBD	TBD	TBD
Add. Duty stipend	\$5,000.00	TBD	TBD	TBD
Fire Inspector** w/stipend	\$43,764.65	TBD	TBD	TBD

**** Figures are subject to review/approval by Finance Director***

***** Fire Inspector wages to be negotiated when duties are defined and position filled***

APPENDIX B1 (2016-17 PPO Plan design)

Century Preferred

Non-Gatekeeper

\$25 Office Visit Copay

\$0 Wellness

\$200 Hospital Copay

\$125 Outpatient Surgery Copay

\$25 WI/\$75 UC/\$100 ER Copay

Out of Network:

Deductible \$400/800/1,000

Co-ins. 80/20

OOP \$3,000/6,000/9,000

Public Sector Rx (P2)

\$10/20/30, mail order 2x copay for

100 day supply

\$2,000 CYM retail and mail order

APPENDIX B2 (2017-18 HDHP Plan design)

***High Deductible Health Plan/Health Savings
Account \$2,000/4,000 Deductible
Non-Gatekeeper***

\$0 Office Visit, after deductible
\$0 Wellness, deductible waived
\$0 Hospital after deductible
\$0 Outpatient Surgery, after deductible
\$0 WI, UC, ER, after deductible

In-network

\$2,000/\$4,000 Deductible
\$0 Wellness, deductible waived
All other Medical 0% after deductible
MP4 Rx \$10/20/30 after deductible
\$3,000/\$6,000 Out of pocket max

Out-of-Network

\$2,000/\$4,000 Deductible
70% Co-insurance, after deductible
Rx 30% after deductible
\$4,000/\$8,000 Out of pocket max

APPENDIX B2 (2018-19 HDHP Plan design)

***High Deductible Health Plan/Health Savings
Account \$2,000/4,000 Deductible
Non-Gatekeeper***

\$0 Office Visit, after deductible
\$0 Wellness, deductible waived
\$0 Hospital after deductible
\$0 Outpatient Surgery, after deductible
\$0 WI, UC, ER, after deductible

In-network

\$2,000/\$4,000 Deductible
\$0 Wellness, deductible waived
All other Medical 0% after deductible
MP4 Rx \$10/30/40 after deductible
\$3,000/\$6,000 Out of pocket max

Out-of-Network

\$2,000/\$4,000 Deductible
70% Co-insurance, after deductible

**APPENDIX B3 (2017-18; 2018-19
Buy Up PPO Plan design)**

Century Preferred
Non-Gatekeeper

\$30 Office Visit Copay
\$0 Wellness / **\$75 High Cost Imaging**
\$300 Hospital Copay
\$150 Outpatient Surgery Copay
\$30 WI / \$75 UC / \$150 ER Copay

Out of Network:

Deductible \$400/800/1000
Co-ins. 80/20
OOP Max **\$1,200/\$2,400/\$3,000**

Managed **MP4** Rx
\$10/**30/40** mail order 2x copay for **90** day supply
\$2,000 CYM retail and mail order