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CONTRACT

BETWEEN

THE CITY OF MERIDEN AND

**PUBLIC SAFETY DISPATCH,
LOCAL # 1303-405**

JULY 1, 2022- JUNE 30, 2025

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PREAMBLE

The following contract, by and between respectively, the City of Meriden, hereinafter referred to as the "City" and "MPSD", Local #1303-405 of Council 4, American Federation of State, County and Municipal Employees (AFSCME), AFL-CIO, hereinafter referred to as the "Union" is designed to promote and maintain a harmonious relationship between the City of Meriden and the Union in order that more efficient and progressive service may be rendered by both parties.

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ARTICLE I
RECOGNITION

The City hereby recognizes the Union as the exclusive representative and bargaining agent for the bargaining unit, consisting of all permanent classified positions (working 20 or more hours per week) within the Municipal government as set forth in their voluntary certification of representative agreement dated May 25, 2000.

ARTICLE II
MANAGEMENT RIGHTS

Section 1. The City has and will continue to retain, whether exercised or not, all of the rights, powers and authority heretofore had by it and, except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, it shall have the sole and unquestioned right, responsibility and prerogative of management of the affairs of the City and direction of the working forces, including, but not limited to the following:

- a) To determine the care, maintenance and operation of equipment and property used for and on behalf of the purposes 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. Said changes will be communicated to all Bargaining unit employees.
- c) To discontinue work processes or operations or to discontinue their performance by employees.
- d) To select and to determine the number and types of employees required to perform the City's operations.
- e) To employ, transfer, promote or demote employees, or to lay-off, terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons when it shall be in the best interest of the City or the Department. In the event of a reduction in force, lay-off shall be in inverse order of hiring, and any recall to work shall be by seniority (pursuant to the Collective Bargaining Agreement).
- f) To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the City, provided such rules and regulations are made known in a reasonable manner to the employee affected by them.

- g) To insure that incidental duties connected with departmental operations, whether enumerated in job descriptions or not shall be performed by employees.
- h) To establish contracts or sub-contracts for municipal operations provided that this right shall not be used for the purposes or intention of undermining the Union or of discriminating against its members. All work customarily performed by the employees of the bargaining unit shall be continued to be so performed unless in the sole judgment of the City, it can be done more economically or expeditiously otherwise.

Section 2. The above rights, responsibilities and prerogatives are inherent in the City Manager or his designee by virtue of Statutory and Charter provisions and are not subject to delegation in whole or in part. Such rights may not be subject to review of determination in any grievance or arbitration proceedings, but the manner of exercise of such rights may be subject to the grievance procedure described in this Agreement.

ARTICLE III DUES DEDUCTION AND NON-INTERFERENCE

Section 1. The Union shall furnish the City a signed statement by the employee who shall authorize the City to deduct dues, or assessments from his/her wages. Such deduction shall continue for the duration of the agreement or any extension thereof. The weekly remittances to the Union will be accompanied by a list of names of employees from whose wages the deductions have been made noting that said remittances is for Local 1303-405. Such remittance to the Union shall be made payable to AFSCME Local #1303 and sent to AFSCME, Council 4,444 East Main Street, New Britain, CT 06051.

Section 2. All employees in the bargaining unit, who are members of the Union and who authorize union dues deductions, shall tender regular periodic dues to the Union.

Upon receipt of an individually signed authorization, the Employer agrees to deduct monthly from the wages of employees who on the date of the Agreement are or thereafter become members of the Union, whatever sum is established by the Union as the regular monthly dues uniformly required as a condition of retaining membership therein.

The sum which represents such monthly dues deductions shall be certified to the Employer as constituting such dues deductions by the duly authorized financial officer of the Union. If the sum once certified is

changed, the amount deducted from the earnings of an employee who has authorized such deductions shall not be increased until thirty (30) days written notice of such change has been received by the Employer from a duly authorized officer of the Union.

Section 3. Any employee working within the bargaining unit shall have the option of joining the Union. The City and the Union agree not to interfere with the right of these employees to become members of the Union.

The names and address of each newly-hired or transferred employee eligible for this bargaining unit shall be forwarded by the Personnel Department to the President of the Union within thirty (30) calendar days of the date of hire or transfer.

Section 4. The Union agrees to indemnify and save the City harmless against any and all claims, demands, suits or proceedings arising out of or by reason of any action taken or not taken by the City in reliance upon the check-off and Union security provisions of this Agreement or on the correctness of any dues deduction authorization furnished by the Union to the City.

ARTICLE IV CLASSIFICATION, COMPENSATION AND PERSONNEL POLICIES

Section 1. The City of Meriden Classification, Compensation and Personnel Policies are all deemed to be part of this agreement except as otherwise provided herein.

Section 2. The Employer agrees to notify an employee two (2) weeks prior to an involuntary transfer. The Employer shall negotiate with the Union, prior to transfers, any impact caused by such transfer.

Section 3. The Employer will not attempt to coerce employees from exercising their contractual rights.

Section 4. The position of a Dispatch Floater (which is a position with no permanent schedule) may be created at the City's discretion. It shall be offered to current dispatchers in accordance with the Collective Bargaining Agreement. This position will be paid a ten percent (10%) premium above the employee's normal rate and will be scheduled on a two-week schedule; however, a change may be made to said schedule with a fourteen (14) day notice.

Section 5. Employees must sign up for direct deposit with the City as a condition of continued employment.

ARTICLE V
SENIORITY

Section 1. The City shall prepare and file with the Secretary of Local #1303-405, a list of employees showing their seniority in actual time of service with the City. This list shall be revised every twelve- (12) months. Any authorized leave of absence and work-connected injury leaves shall be included as in-service time for purposes of seniority. Lay-off also shall be included as in-service time for purposes of seniority.

Section 2. Seniority is defined as the relative status of an employee in the dispatch area for the purpose of accrued time usage. Seniority shall be defined as length of time in the bargaining unit...

Section 3. No family member [mother, father, brother, sister, spouse, or any family member residing with another employee] of an incumbent employee shall be hired by the City except with special approval from the City Manager. If approval is granted, no family member (mother, father, sister, husband or wife or any family member residing with another employee) may be on a shift (except on overtime) where they will be supervised by another family member. The dispatcher, not the supervisor, will be placed on the next eligible shift.

The shift supervisor for each shift will be listed prior to the bids going in for dispatchers.

The member related to the supervisor, as defined above, may bid for any other shift. Should this affect other employees, the least senior employee may be moved.

This does not apply to occasional overtime shifts.

Section 4. The City has three 3 categories of Public Safety Dispatcher; trainee, fully trained dispatcher, and Supervisor.

Crew Leader

In the absence of a Shift Supervisor, on each shift a Crew Leader may be assigned based on seniority. This position will carry a \$2.75 per hour stipend.

Any dispatcher disciplined for performance issues beyond a written warning will be removed from access to the crew leader position for a period of one (1) year from the date of the discipline.

It is the employee's responsibility at the close of each shift to follow assigned procedures and documenting of his/her hours as a crew leader.

Shift Supervisor

Dispatch supervisors working overtime or regularly scheduled shifts are in charge of the Meriden Dispatch Center.

The Shift Supervisor position is a tested promotional position and follows the City's policy for promotions. In order to apply as a Shift Supervisor, a Dispatcher must three (3) full years as a fully certified dispatcher in the Meriden Dispatch Center at the time of application.

The Shift Supervisor position, will be paid in accordance with the salary schedule in Appendix A:

Overtime For Dispatch Supervisor

Dispatch supervisors shall remain in the rotation for regular dispatch overtime and mandates and be treated as other dispatchers for the purposes of overtime and mandate procedures.

The scheduled working supervisor is in charge even if another supervisor is dispatching.

The primary job of the supervisor is supervision of employees and their supervisory work shifts. If the voluntary overtime interferes with the ability to do this the privilege will be suspended.

It is at the sole discretion of the City to fill open supervisory slots. It is understood that for scheduled vacations, days off, and short term illnesses a vacant supervisory slot will not normally be filled.

On shifts without a supervisor a crew leader will be designated pursuant to the collective bargaining agreement.

Section 5. When it is necessary to lay off employees within the bargaining unit, the City shall determine the positions to be eliminated. Layoffs will then take place in dispatch, as follows:

- a) Probationary employees shall be laid off before regular employees and shall not be entitled to recall.
- b) If a regular employee or employees holding said position is to be laid off, the employee with the least seniority will be laid off.
- c) Any employee to be laid off shall be given two week's notice.

- d) Bargaining unit employees who are on layoff shall be placed on the recall list for eighteen (18) months and recalled to work first for any bargaining unit positions which may become available.
- e) Recall from layoff shall be in the reverse order of layoff.
- f) It is agreed and understood that the elected Union President shall head the seniority list and shall not be laid off until all employees in their and/or lower classifications have been laid off.
- g) If a shift supervisor is to be laid off the least senior (departmental seniority) will be laid off. A supervisor may bump a less senior dispatcher.

ARTICLE VI
GRIEVANCE PROCEDURE

Section 1. For the purpose of this agreement, the term grievance means any dispute between the City and the Union or between the City and the employees concerning the effect, interpretation, application, claim of breach or violation of the specific terms of this agreement. The term Director shall refer to the Director of Emergency Communications. Any such grievance shall be settled in accordance with the following grievance procedure at the request of either party:

Step 1. The Union shall, within thirty (30) working days of the event which gave rise to the grievance or knowledge of the event which, with reasonable diligence could have been ascertained, shall submit such grievance in writing to the Director, setting forth the specific nature of the grievance, including specific reference to the section or sections of the Contract and/or Personnel Policies which the Union believes have been violated and the specific relief sought. If such a grievance lacks sufficient information, it may be returned to the Union for modification. Within five (5) working days, if necessary, after said Director receives such grievance, he/she shall arrange to and shall meet with the representatives of the Union, for the purpose of adjusting or resolving such grievance.

Step 2. If such grievance is not resolved to the satisfaction of the Union by the Director within fifteen (15) working days after the submission to the Director the Union may present such grievance in writing within seven (7) working days thereafter to the Personnel Director. Within

seven (7) working days after said Personnel Director receives such grievance, he/she may arrange to and may meet with the representatives of the Union, for the purpose of adjusting or resolving such grievance or alternatively, they may issue a written acceptance or denial.

Step 3. If such grievance is not resolved to the satisfaction of the Union by the Personnel Director, the Union, within ten (10) working days after receipt of the written decision, may submit the grievance to the Connecticut State Board of Mediation and Arbitration for the purpose of mediation.

Step 4. If such grievance is not resolved through mediation, the Union may submit the grievance to arbitration at the State Board of Mediation and Arbitration (SBMA) to qualify for arbitration; the grievant must cite the specific contract section(s) that was violated ten (10) working days after such mediation session.

Said Board shall hear and act on such dispute in accordance with its rules and render a decision which shall be final and binding on all parties. In the event such dispute involves disciplinary action, the Board of Mediation and Arbitration will have the power to uphold the action of the City or to rescind or modify such action, and such powers shall include, but shall not be limited to, the right to reinstate a suspended or discharged employee with full back pay.

Section 2. In the event the City alleges a violation of the terms of this Agreement by the Union or any of its agents, the City may process a grievance in the following manner:

- a) The Personnel Director or his/her designee shall, within thirty (30) working days of the event which gave rise to the grievance or knowledge of the event which, with reasonable diligence could have been ascertained, shall submit such grievance in writing to the President of the Union setting forth the nature of the grievance, including specific reference to the section or sections of the Contract.
- b) Within seven (7) working days after said President receives such grievance, he/she and the Executive Board of the Union shall meet with the Personnel Director or his/her designee. The Union shall

render a decision and the reasons therefore in writing within fourteen (14) days after the meeting.

- c) If the grievance is not resolved to the satisfaction of the City, the City may submit the dispute to arbitration with State Board of Mediation and Arbitration (SBMA) within ten (10) working days upon receipt of the written decision.

Section 3. Nothing contained herein shall prevent any employee from presenting his/her own grievance and representing himself/herself at Steps 1 and 2 only of the grievance procedure.

Such employee shall have recourse to Arbitration, for said grievance, only if the employee signs a waiver releasing the Union from any and all responsibility for said grievance including but not limited to the required filing fee and full cost of said arbitration. The Union President may request a copy of any settlement. Any settlement shall not permanently alter the collective bargaining agreement unless so ordered by an arbitrator or the State Board of Labor Relations.

Section 4. Time limits provided for herein may be extended by written agreement of the City and the Union.

ARTICLE VII HOURS OF EMPLOYMENT

Section 1. The schedule is a rotation of 4 days on two days off over a six (6) week period. The workday shall start at 0000 hours (midnight) and end at 2400 hours (midnight).

Section 2. The workweek shall consist of a seven-day period beginning on Sunday and ending on Saturday.

Section 3. All hours actually worked beyond the regularly scheduled work shifts in any workweek shall be paid at the rate of time and one-half, with the exception of mandatory overtime addressed in Article VIII, of this Contract. All overtime hours worked over 12 hours in a work week shall be at double time (this does not include mandatory overtime or swaps).

- a) The employee shall have the option of taking all overtime as compensatory time. Compensatory time shall be accrued at time and a half. The employee can only accrue up to 24 hours of compensatory time at one time. The time must be used in four (4)

hour increments. All hours after the 24 hours will be paid at the appropriate pay rate of the employee.

- b) Employee shall not use compensatory time on holidays.

Section 4. Employees are allowed up forty-eight (48) hours of swap time per month and in no case shall swapping of shifts impose an additional cost upon the City at the time the swap actually occurs. Swap time shall not be approved until the two (2) week advance hiring has been complete for Christmas, Thanksgiving and New Years Day. Swap time is clarified to mean regular hours, and overtime. Swapping shifts shall be subject to management approval, which shall be acted upon within forty-eight (48) hours.

In exigent circumstances, at the city's discretion the amount of swap time may be temporarily increased for an employee.

Swaps must be paid back among employees and if there is an issue with swaps being paid back, the City will stop all swaps. The pay back of swaps is not included in the forty-eight (48) hours.

If the swap occurs on a holiday, the employee who swaps in, actually works the shift shall receive the holiday worked pay.

Section 5. Permanent full time Dispatchers will be allowed to select which shift they are assigned to based on seniority. The Director of Emergency Communications has the sole prerogative to determine how many employees will be assigned to each work shift.

Every three-(3) months dispatchers will re-bid for shifts. Additional regular hours worked due to the shift re bid shall be paid at their base rate of pay.

Dispatchers will re-bid for their shifts quarterly (January, April, July and October). Bids will be taken thirty (30) days prior to the start of the quarter.

Probationary employees have no right to bid for their work shift/hours of work and shall not be included in the bidding process. Probationary employees shall be assigned to any established work shift upon completion of the CTO program, as determined by the Director of Emergency Communications. Once assigned to a work shift, they shall remain on that work shift for at least thirty (30) days before they may be reassigned to a different work shift or work group.

If the shift bid results in a change of work shift/hours and/or work group for any employee, the reassignment will not take place until that employee has completed their 4/2 work cycle including days off.

If the Director of Emergency Communication determines the need to fill a vacancy on a particular work shift and/or work group during the bid cycle for reasons such as retirement, resignation, promotion, long-term absences (30 or more days), or dismissal of an employee, the position shall be filled for the duration of that bid cycle as follows:

1. Reassignment of an employee, based on seniority, who had bid for the vacant work shift/hours during the last bid process.
2. Reassignment of a probationary employee.
3. Reassignment of an employee based on reverse seniority.

In the event the City has to transfer an employee to another shift after the shift re-bid process is completed, the City shall give the employee a two (2) week notice of said transfer.

Section 6. The hours of work outlined in Section 1 shall include, if feasible due to workload, one half hour (1/2) paid lunch and if feasible due to workload, two (2) ten minute breaks, one of which will be taken in the first half of the shift and one in the second half of the shift. No compensation shall be due to any employee for the inability to obtain these breaks because of workload.

Section 7. Any employee who must work regular shifts on daylight savings day which causes one (1) hour extra, will get paid an additional hour at overtime rate. Overtime will be paid for hours actually worked. Employees who work regular shifts when there is one less hour will be paid a full eight (8) hours and overtime will be paid only for hours actually worked.

Section 8. Part time dispatchers:

The City may hire and retain up to four (4) part time dispatchers (cannot have been away from employment as a dispatcher for more than twelve (12) months at hire) at any one time. Current part time dispatchers are grandfathered.

If three (3) full time dispatchers are working, the 4th slot may be filled by a part time dispatcher.

Part time dispatchers may also be used when a full time employee would otherwise be mandated if available, but may not be used to avoid hiring for special assignment. Part time under 20 hour dispatchers are non-union.

ARTICLE VIII
OVERTIME

Section 1. The Director or their designee shall fill and schedule dispatch personnel. In the event the Director or their designee is unavailable, the on duty Shift Supervisor or in the absence of the Shift Supervisor, the Crew Leader shall fill and schedule for dispatch personnel.

Section 2. **The Two Week Hiring Process**

Overtime assignments will be hired on Monday (unless Monday is a holiday when it will be done on Tuesday) of each week for scheduled absences of two (2) weeks in advance. During this two (2) week hiring process, a notification will be issued to all dispatchers indicating that the two (2) week hiring process has begun. All dispatchers interested in accepting overtime during the two (2) week time frame can call into the Center to be placed on the hiring list (Everbridge/eSchedule). Those personnel will have twenty (20) minutes to confirm that they wish to accept overtime during the two (2) week hiring period. Personnel can also leave their overtime preferences, in writing, to the Director or Assistant Director at the start of the two-week hiring period

Using the overtime rotation list, an eight (8) hour increment notification will be placed to the dispatcher next on the list. That dispatcher shall have twenty (20) minutes to call-in to Dispatch to check available overtime. After twenty (20) minutes or after the selection of one (1) overtime shift, whichever comes first, the next dispatcher if applicable, will be offered available overtime using the same process until the process is exhausted for an eight (8) hour increment. When there is a minimum of ten (10) full-time dispatchers, and no bargaining unit dispatcher accepts that overtime, following the steps outlined above, overtime may be offered in four (4) hour increments. Following this, using the part-time overtime list, the process above shall be repeated until that too is exhausted.

There are three (3) possible responses to the overtime list when a name comes up:

1. Not Eligible - The party is not eligible due to use of any accrued time or, scheduled to work or in excess of sixteen (16) hours the name remains the same on the list.

2. Acceptance of an overtime (either verbal or written) - the name is placed on the bottom of the list (for a minimum of four (4) hours or more).
3. Decline an overtime (either verbal or written) – the name remains the same on the list.

When there is a minimum of ten (10) full-time dispatchers, and no bargaining unit dispatcher accepts or acknowledges that overtime following the steps outlined above, overtime may be offered in four (4) hour increments.

Section 3. Short Notice Hiring (within two week hiring process)

1. In the event of a shortage, dispatchers in the Center due to illness, vacation or any other reason, overtime shall be first offered to other dispatchers within the bargaining unit.
2. As soon as there is a shift opening, regardless of the time of day or night, the Director or the Assistant Director (or in the event the Director or Assistant Director is unavailable, the supervisor or crew leader) shall issue a notification (Everbridge or eSchedule) stating that there is an overtime shift available for said shift with instructions to call into the Center.
3. A dispatcher wishing to take the overtime shall respond (e.g. indicate with Everbridge or eSchedule) and they will be placed on a list. After twenty (20) minutes, the dispatcher who has responded and is the highest on the overtime list, shall be awarded the overtime. The dispatcher awarded the overtime shall call in to confirm (or confirm with Everbridge/eSchedule) within twenty (20) minutes.
4. Once acknowledgment is received, that dispatcher will go to the bottom of the overtime list.
5. If a dispatcher fails to respond or declines the overtime, they shall remain where they are on the list.
6. If the dispatcher awarded the overtime fails to acknowledge within twenty (20) minutes, the offer of overtime shall go to the next person who is called in and is highest on the list.
7. The process shall repeat until confirmation is received.
8. When there is a minimum of ten (10) full-time dispatchers, and no bargaining unit dispatcher accepts that overtime, following the steps outlined above, overtime may be offered in four (4) hour increments.
9. If no bargaining unit dispatcher accepts and acknowledges the overtime, the process will be repeated using the part time overtime list.
10. If no part time dispatcher accepts the overtime, the mandate process will begin.

Section 4. **Overtime Refusals**

- a. The Director and/or the Assistant Director shall define what constitutes a refusal but it may occur, but is not limited too, when a dispatcher accepts overtime and then fails to work the accepted shift, for any reason.
- b. If a dispatcher refuses multiple overtime opportunities causing a hardship in the Center, the Dispatcher may be disciplined by Management, up to and including termination.

Section 5. **Overtime/Mandate Procedures.**

Mandated openings will be hired as follows:

- A. The Director or their designee shall telephone available dispatchers using the mandate list.

If no contact is made by telephone, activation of the Everbridge or eSchedule program shall be utilized to message dispatchers that they are ordered to come into work and contact the Center.

The mandate shall be held until the dispatcher returns to work and makes contact with Dispatch, providing that the order-in is not for a shift prior to the dispatcher returning to work. In the event, a mandate is for a shift prior to the dispatcher returning to work and if there is no call back, the Director or their designee (after hours the Dispatch Supervisor or crew leader) shall within five (5) minutes move on to the next available dispatcher on the list.

Each dispatcher is required to check the schedule daily when working to see if they have been assigned a mandate. If they have been assigned a mandate, then they shall initial the sheet next to their mandate.

- B. Mandate Process

1. All mandates shall be done by rotation. Once a dispatcher has been mandated, they will move to the bottom of the rotation list.
2. Dispatchers may not be mandated on days off, swapped days off, floating holidays, bereavement days, UDS days, compensatory days off, earned days off, or vacation days unless specifically ordered by the Director or the Assistant Director for emergency circumstances. Should emergency circumstances occur, the order of a call-in shall be:
 - First, swap days off, then;
 - Scheduled days off, followed by;
 - Any other accrued time.

- A mandate resulting in a dispatcher working more than sixteen (16) consecutive hours
 - No calls will be made to those out on bereavement leave or sick leave.
3. Personnel on duty by means of a swap will not be ordered in (for the next consecutive shift only) unless all other personnel on duty are deemed not eligible. In the case of two (2) dispatchers on duty due to swap, the dispatcher highest on the mandate list shall be mandated first.
 4. Dispatchers will not be mandated for the shift that was swapped off unless specifically ordered in by the Director or Assistant Director for emergency circumstances.
 5. If the Dispatcher is mandated and contact is made in-person or via telephone, the dispatcher shall report for duty as ordered. Refusal shall not be acceptable and may lead to disciplinary action, up to and including termination. The Director or Assistant Director may approve an order in bypass due to bona fide reasons that would create a hardship for the employee. Such approval is at the sole prerogative of management.
 6. No mandates shall occur that would create a situation where a dispatcher would have to work more than sixteen (16) consecutive hours unless specifically ordered by the Director or Assistant Director for emergency circumstances.
 7. Dispatchers who refuse a mandated overtime due to illness or injury may be required to submit a physician's note within two (2) weeks of the overtime.

Employees mandated on anytime off when not normally eligible to be mandated, will receive compensation at the mandated rate of pay and when the time is contiguous to their shift comp time for each hour worked up to 4 hours will be credited. If it is more than 4 hours, a full 8 hours of comp will be credited. If the employee is mandated to work on their scheduled 2 days off where it is not contiguous with their regular shift they will receive 8 hours comp time.

8. Use of Comp time must be requested twenty four (24) hours in advance.
9. Compensation for mandatory overtime that is mandated by management (not for those splitting a mandatory overtime with the mandated dispatcher) shall be at the rate of double time. These hours do not count towards the hours of double time in Article VII, Section 3.

In the event positions cannot be filled with bargaining unit members, the Director may assign such staff as they see fit for the good order and efficient operation of the facility. Such assignments shall be emergency oriented and shall not serve as a substitute for full-time positions within the bargaining unit.

Section 6. Dispatchers out sick or injured shall not be offered an overtime assignment except advanced overtime which they will physically be able to work. They

will become eligible for an assignment eight (8) hours following the absence or when they work a regularly scheduled shift, whichever comes first.

Section 7. Anytime the dispatcher has another dispatcher cover part of the shift, the Director of Emergency Communications or their designee will be notified and approve of the change prior to the beginning of the shift.

Section 8. Any employee called back to work shall receive a minimum 4 hours OT. Employees held over from their shift or called in less than 4 hours prior to the start of their regular shift shall receive hour for hour OT.

Section 9. Special Assignments overtime may be hired when the Director of Emergency Communications believes that additional staffing is required for efficient operation of the Department.

In the event the Director has advance notice of special assignments and the 2 weeks overtime is filled, the special assignment will be hired from the special assignments list.

Section 10. Shift supervisors cannot opt out of overtime, including special assignment overtime, and are subject to all of the preceding rules in this Article VIII regarding overtime.

Section 11. The exclusive remedy for an error in overtime distribution shall be a make-up assignment of overtime. Under no circumstances will an employee be compensated for work not performed.

ARTICLE IX TRAINING

The 12 month probationary period includes the completion of the sixteen (16) week program with a CTO.

The training program will be designed and conform to standards set forth by the City.

CONTINUING TRAINING

Current dispatchers are required to maintain their State certifications.

Failure to maintain certifications will result in discipline and/or dismissal.

The City will provide and post opportunities for dispatchers to attend training courses. All training pertinent to dispatchers shall be posted in the department, by the Director of Emergency Communications, upon receiving notice of sessions.

The City is not required to run training courses but may do so if appropriate.

It shall be the responsibility of each dispatcher to sign up and attend training.

Dispatchers assigned to a training class will be scheduled for the day shift for the day week of the training class, depending on the length of the training class. At least ten (10) calendar days notice will be given.

Dispatchers assigned to a training class will be ineligible for mandated overtime for sixteen (16) hours before and sixteen (16) hours after the training class.

Dispatchers assigned to a training class will not be included as part of the day shift manpower and will not be pulled from the training class to fill overtime except in emergencies.

In an effort to maintain certification standards a Continuing Dispatch Education program will be established and a training file will be maintained for each dispatcher.

It shall be the responsibility of each dispatcher to supply current certificates for the training files. Copies will be placed in the file and originals returned.

Dispatchers who are assigned to training duties shall be paid \$3.75 per hour above his/her normal rate of pay while training a Dispatch Trainee.

Communications Training Officer's (CTO's)

Telecommunicators with at least 3 years of experience may be chosen for the position of CTO based on a process determined by the Director. The Director will consider past performance and recommendations from trainees and other City Personnel and if necessary, testing to determine who will serve as a CTO. The final decision will be made by the Department Head. The City will maintain 3 CTO's whenever possible. CTOs shall not be mandated for a shift immediately following out of state training or training held outside of the City of Meriden.

ARTICLE X
HOLIDAYS

Section 1. Each employee shall be paid for each of the following legal holidays:

New Year's Day	Labor Day
MLK Day	Columbus Day
President's Day	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Day
Juneteenth	
Independence Day	

Each day of holiday pay for each employee who does not work on the holiday shall be computed by multiplying his/her scheduled hourly rate by eight (8) hours.

In addition to the above list each employee shall receive two (2) floating holidays per calendar year which may be taken at said employees' convenience with the consent of the employee's supervisor. Floating holidays may not be carried over from year to year.

Employees who use a sick day on any of the above listed holidays must bring in a doctor's note.

Section 2. In the event of an unforeseen national or state holiday and it is declared as such and is in fact celebrated by the municipality, each employee shall receive an additional day of holiday pay.

Section 3. In addition to the above holiday pay each employee in the bargaining unit who actually works a regular non overtime work shift which starts on any of the legal holidays as mentioned in Section 1, shall be paid for that shift and in addition shall receive four (4) hours pay (the employees scheduled hourly rate multiplied by four (4) hours for each such working shift.) Except for those employees working Thanksgiving Christmas and New Years shall receive sixteen (16) hours of additional pay (only three (3) holiday shifts are possible for each of these days).

Holidays will not necessarily be the same day celebrated by other Municipal or State employees, but will instead be the actual holiday.

ARTICLE XI
VACATIONS

Section 1. The following vacation schedule shall be in effect for employees of the Bargaining Unit.

- a) Vacation time is accrued monthly at the following rates. New accrual rate begins the month following your anniversary date.
- b) Each employee who has completed one year of service shall be entitled to a vacation with pay of two-(2) weeks annually ten (10) working day(s).
- c) Employees who have completed two (2) years of service shall be entitled to an additional one and one-quarter (1 ¼) vacation days annually for each service year thereafter up to a maximum of twenty (20) working days.

d)

Years	Vacation Days
1	10 days
2	11.25
3	12.5
4	13.75
5	15
6	16.25
7	17.5
8	18.75
9 or above	20

- e) An employee who becomes seriously ill or injured while scheduled to go on vacation or is on vacation shall have the opportunity to change his vacation schedule provided that sufficient evidence by way of a physician's certificate attesting to his bona-fide illness is furnished to the department head.
- f) In the event of the death of an employee, payment shall be made to the beneficiary as designated on the Designation of Beneficiary Form Accrued Sick/Vacation Time Form of the deceased employee or the estate of the employee shall receive any vacation due the employee in a check made payable to the estate of the employee.
- g) All vacation requests shall be submitted to the Director of Emergency Communications by September 1st for the subsequent calendar year. The Director of Emergency Communications will approve or deny the request by October 1st. A non-answer by October 1st will constitute an approval. Seniority shall be the deciding factor for conflicts in vacation requests but such requests shall not otherwise be reasonably denied. An employee who fails to submit their choice of vacation days by September 1st will forfeit

vacation choice by seniority for the subsequent calendar year. For these vacation requests (submitted by September 1st for the subsequent calendar year), once approved, shall not be interfered with except in cases of emergency. Employees shall only submit vacation preferences based on the amount of vacation time they have accumulated upon the date of the request or will accumulate in the subsequent calendar year.

- h) For all other vacation requests submitted beyond September 1st for the subsequent calendar year, approval of vacation requests will be decided on a 'first come first serve' basis subject to the operating needs of the Department. All time off requests, excluding sick time, shall not be approved when it will cause more than one overtime shift to occur on a per shift basis. Employees shall provide at least forty-eight (48) hours notice to the Director of Emergency Communications or their designee requesting vacation time. Upon receipt of such a vacation request, the Director of Emergency Communications or their designee will endeavor to provide a response within twenty-four (24) hours following the request. Failure to answer a request within this timeframe shall not constitute an automatic approval of the vacation requests.
- i) A master calendar indicating approved vacations shall be posted on or about October 1st.
- j) Vacation credit shall not accumulate from year to year except that credit of forty (40) hours or less each year may be carried over unless the employee had to execute (c) above, had a documented workers compensation injury which interfered with vacation, or the Director documents that vacation was reasonable denied by the department.
- k) A request for vacation carry over form must be completed and submitted by December 15th of each year.
- l) In no case may an employee be paid out at resignation and termination for more than forty (40) hours of accrued vacation time
Employees who retire under Pension Board rules may be paid out for up to four (4) weeks of the accrued vacation time.
- m) Should vacation time be required before it is accrued, an employee may borrow up to the annual entitlement in any given year by

completing the Authorization for Repayment of Advance Vacation Pay form. Borrowed vacation time will be deducted as soon as the days are accrued. Should an employee leave or be terminated prior to the repayment of borrowed vacation time, it will be charged to the employee in their terminal leave pay. This provision shall not apply to employees hired on or after October 22, 2019.

Section 2. An employee hired before 01/01/2017 who works three consecutive months in a fiscal year without any lost time, including sick leave or suspensions, shall receive one (1) vacation day. Measurement of the required ninety (90) day period shall be based on months rather than days. For example: if an employee used a sick leave day on 07/01/01, the ninety day measuring period would begin on 07/02/01 and on 10/02/01 the day would be earned.

Employees hired after 01/01/2017 who works six (6) consecutive months in a fiscal year without any lost time, including sick leave or suspensions, shall receive one (1) vacation day. Measurement of the required one hundred and eighty (180) day period shall be based on months rather than days. For example: if an employee used a sick leave day on 07/01/16, the one hundred and eighty day (180) measuring period would begin on 07/02/16 and on 01/02/17 a day would be earned.

Said vacation day may be taken at the mutual consent of the employee and the department head after mutual agreement as to the convenience of both, the employee and the City.

For purpose of vacation time, (other than days in Section d) any accrued time, (excluding sick time) not more than one (1) overtime slot may be created per shift by said request.

ARTICLE XII SICK LEAVE WITH PAY

Section 1. Sick leave as used in this Article is defined as absence from work without loss of pay as a result of a bona-fide illness or injury. An employee utilizing sick leave shall report their absence from work a minimum of two (2) hours prior to the start of the scheduled shift unless physically impossible to their shift supervisor, Crew Leader or the Director of Emergency Communications as appropriate.

Section 2. Each employee shall earn sick leave with full pay of fifteen (15) working days in any one year. Employees shall earn and accrue one and one-quarter (1 1/4) days of paid sick leave per month, to a maximum of fifteen days per year. Unused sick leave may be accumulated from year to year to a maximum one hundred-twenty (120) working days.

- a) Employees shall utilize their allowance of sick leave when unable to perform their work duties by reason of illness or injury, pregnancy, necessity for medical or dental care, exposure to contagious disease under circumstances in which the health of other employees or the public would be endangered by attendance on duty, or illness in the immediate family or household of the employee for such period as the attendance of the employee may be necessary. Immediate family is defined for the purposes of these rules to be parents, step-parents, grandparents, spouse, brothers, sisters, child, step-child or grandchild.
- b) Employees who are absent for three (3) or more shifts in a one week period, or show a pattern of absences, will be expected to submit a statement from a physician stating the reason for the absence within 7 days after the absence to support the claim for sick leave if asked by his/her supervisor.

For example: such as every Monday or Friday, weekend day, just after or before a vacation, or other regular scheduled days off or attached to your days off.

- c) In the event of an indication of abuse of sick leave privileges, the Director of Emergency Communications or the Personnel Director, whichever is applicable, may require a statement from the attending physician.
- d) Sick leave shall not accrue during any period of leave of absence without pay.
- e) Sick leave shall continue to accumulate during leaves of absence with pay and during the time the employee is on authorized sick leave or vacation time.
- f) When calling in sick, the Director of Emergency Communications, Supervisor or Crew Leader, in his/her absence shall be notified at least two (2) hours before the start of the shift, except in the case of a true emergency.
- g) Dispatchers cannot work overtime on a shift touching a sick shift even if previously hired; i.e., (sick/ used for an 8:00-4:00 shift dispatcher cannot work overtime on the 4:00 - midnight shift). There will be at least eight (8) hours after the use of sick/ leave before overtime can be worked, unless the dispatcher has returned to work part of the shift; i.e., (sick/ used for 8:00 a.m. to noon, dispatcher returns to work noon to 4:00 p.m., the dispatcher is eligible to work overtime 4:00 p.m. to midnight).

- h) The City and the Union realize that there may be times when an employee needs a day off from scheduled work for reasons other than sickness, vacation, and other allowed leave with pay. Therefore, the following sick leave time incentive is offered.
- i) An undesignated sick leave day, as used in this Article, is defined as absence from work without loss of pay for any reason upon formal notification to the Crew Leader or Dispatch Supervisor by the employee.
- j) Each employee may elect to use up to five (5) of his annual accrued sick leave days as "undesignated sick leave days." Employees hired on or after October 22, 2019 may only use up to three (3) days of his/her annual sick leave as "undesignated sick leave days."
- k) An employee who elects to take an "undesignated sick leave day" shall follow the guidelines listed below:
 - 1) The employee shall notify the supervisor prior to the start of the scheduled work shift that he/she is electing to use an undesignated sick leave day.
 - 2) An employee cannot take more than one (1) "undesignated sick leave day" in a work week [Sunday-Saturday].
 - 3) An employee cannot take an "undesignated sick leave day" on any contractual Holiday.
 - 4) An employee must have at least five (5) sick leave days prior to taking an "undesignated sick leave day."
 - 5) "Undesignated sick leave days" will count as a day worked towards the ninety (90) day sick time incentive.
 - 6) "Undesignated sick leave days" not used, will accumulate, as always, towards the total contractual allotment of fifteen (15) annual sick leave days.
 - 7) UDS may be used in 4 or 8 hour increments.

Dispatchers shall be expected to report to duty on their next scheduled shift unless they have called in to extend the original absence.

Section 3. An employee, upon formal retirement according to the rules and regulations established by the applicable Retirement Board, lay off,

termination without cause, resignation, or death, shall be entitled to compensation in a lump sum for that portion of unused sick leave which has been accumulated not to exceed ninety (90) days.

For employees hired after July 1, 2008 who leave with 10 or more years of dispatch service the following applies: An employee, upon formal retirement, layoff, termination without cause, or death shall be entitled to full compensation in a lump sum for that portion of unused sick leave which has been accumulated, not to exceed ninety (90) days. In the instance of death, the employee's estate shall receive such lump sum unused sick leave payment. For the purpose of this section, after twenty-five (25) years of continuous regular service with the City, employees shall be entitled up to a maximum of ninety (90) days with full compensation. After fifteen (15) years of continuous regular service with the City, an employee is entitled to seventy-five percent (75%) of his accumulated sick leave not to exceed ninety (90) days. After ten (10) years of continuous regular service with the City, an employee is entitled to fifty percent (50%) of his accumulated sick leave not to exceed ninety (90) days. Employees terminated for cause will get no sick time pay out.

Section 4. When recalled to work, laid off employees shall be credited with the same number of sick leave days they had accumulated to their credit at the time of their lay-off, if no cash payment was given pursuant to Section 3 above.

Section 5. For the purposes of determining wages, employees may take sick leave in increments of four hours.

Section 6. Sick leave accruals will be reported on the employees paycheck stub.

Section 7. FMLA leave, an employee who is an "eligible employee" as defined under the Federal Family and Medical Leave Act (FMLA), 29 U.S.C. 1601, et seq., shall be granted up to twelve (12) weeks of FMLA leave during a twelve month period in accordance with Act. The twelve-(12) month period shall be defined as January 1 through December 31. Any accumulated paid sick leave must be exhausted first or used 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 may be required for FMLA leave situations involving the health of the employee or family member.

Employees on leave without pay shall not continue to accumulate sick leave; however, the continuity of employment shall be preserved for purposes of seniority. Employees on FMLA leave shall have their health insurance coverage maintained during such leave on the same terms as if the employee had continued to work.

ARTICLE XIII
INJURY LEAVE

An employee absent from duty because of a compensable occupational Workers' Compensation injury and/or disease shall have injury leave coded for his/her absence.

Injury leave shall mean paid leave, given to an employee due to a compensable occupational injury and/or disease arising out of and in the course of his/her employment with the City. Employees of the City are covered by the Workers' Compensation Act, that being Chapter 568 of the State of Connecticut General Statutes. The City, in the case of a compensable occupational injury and/or disease, shall continue the employees full normal base pay during his/her absence up to six (6) months in duration for each compensable occupational injury and/or disease. Employee compensable occupational injuries and/or disease exceeding the aforesaid duration shall receive his/her workers' compensation rate, that being determined by the Workers' Compensation Act, Section 31-307.

Ability to work overtime is considered by the parties to be an essential component of being a Public Safety Dispatcher. Employees who are unable to work overtime or extend hours over eight (8) for more than six (6) months for a non-service connected injury or six (6) months for a compensable occupational injury and/or disease will be considered unable to continue to qualify as a Dispatcher.

Employees sustaining a compensable occupational injury and/or disease requiring medical attention and/or treatment shall report to the competent physician, surgeon, clinic or hospital, within the City's Third Party Administrator's approved Medical Care Plan Network. The network is available at all Department and Division Head offices.

Employees who's injuries are being contested (form 43-67) by the City or the Third Party Administrator shall be coded Q-time for his/her absence. Q-time shall mean the employee receives his or her full normal base pay and a "Q" shall appear on his/her payroll sheet for his/her absence. Q-time is coded for a contested injury or disease or an injury or disease where the City has inadequate time or information to determine compensability. Q-time shall continue during his/her absence up to a maximum of six (6) months. After six (6) months the employee shall be coded sick time or other paid or unpaid leave.

Employee injuries and/or diseases that are contested (form 43-67) by the City or Third Party Administrator shall have thirty (30) calendar days in which to file a request for an informal hearing with the Workers' Compensation Commissioner having jurisdiction.

Employees who file said request shall be coded Q-time until the compensability of the injury or disease is adjudicated. However, Q-time shall not exceed more than six (6) months at any time. Sick time or other paid or unpaid leave shall be coded if the employee fails to file the aforementioned request within the thirty (30) days. Q-time shall be changed to sick time or other paid or unpaid leave if the employee fails to prevail at the aforesaid Workers' Compensation hearings. If the employee prevails at the said hearings, the Q-time shall be changed to injury leave, but at no time shall this injury leave exceed six (6) months.

An employee having a compensable occupational injury, and/or disease, who has been released to return to work by his/her physician in a limited, modified or restricted duty, shall be provided, at the City's discretion, limited, modified and/or restricted duty assignments as devised by his/her department/division head. All such assignments shall be within the employee's physical restrictions set forth by the employee's treating physician prior to returning to work. All such assignments will be temporary in nature, subject to change, and shall not constitute a permanent condition. An employee who has reached maximum medical improvement, and is permanently and physically unable to return to his/her regular duties and essential function as a result of a compensable occupational injury and/or disease, may apply for a position within the City for which he/she is physically and professionally qualified, may pursue his/her right to a disability pension.

An employee who sustains a compensable occupational injury and/or disease shall be indemnified by the State of (CI) Connecticut Workers' Compensation Act and as such, shall comply with all sections of the State of (CI) Connecticut Worker's Compensation Act, that being Chapter 568 of the State of Connecticut Statutes.

ARTICLE XIV MILITARY LEAVE

Military Leave shall be as provided for in the Personnel Policies Manual. Any monies earned on military leave for work time shall be turned over to the City within five (5) days of receipt.

ARTICLE XV JURY DUTY

Section 1. Once an employee is notified of potential juror service he/she shall:

- a) Notify the Director of Emergency Communications.
- b) For situations where an employee is scheduled for a night shift prior to his/her first day of potential juror service, the Director of Communications or in his absence the Shift Supervisor will hold over from the second shift until he/she has determined whether the employee must report to juror service. Once that determination is made, the employee either reports to duty or relieves the hold over or if he/she is scheduled for juror service and the appropriate scheduling replacement will be made. An employee may receive jury duty pay for any day that they cannot work a regular shift due to actually reporting for jury duty.
- c) Always keep the Director of Communication or the Shift Supervisor apprised of his/her juror status.
- d) Employees who serve as jurors and are so compensated by the State Juror Administrator shall return to the City, the prevailing daily rate as established by the Connecticut General Statutes on juror compensation for each work shift provided off for juror service.

- e) Employees assigned to juror service are not eligible to work the shift of juror service nor any touching shift. This includes regular duty, overtime.

Section 2. Any employee required to appear in court (except as a defendant in a motor vehicle or criminal case or a plaintiff in his/her own case) during his workday shall receive full pay for the time lost from work.

ARTICLE XVI
BEREAVEMENT LEAVE

Section 1. In the event of a death in an employee's immediate family, an employee shall be permitted five (5) days off at his regular rate of pay for the purpose of attending the funeral and for providing for matters incident to the death.

Section 2. For the purpose of this Article, the immediate family shall include the following relatives: parents, step parents, spouse, same sex domestic partner, sister, brother, child or step-child, grandchild, mother-in-law, and father-in-law.

Section 3. In the event of a death in an employee's family, that shall include the following relatives: grandmother, grandfather, aunt, uncle an employee may be permitted up to three (3) calendar days off at his regular rate of pay for the purpose of attending the funeral of other family members and providing for matters incident to the death including necessary travel.

In the event of the death of a significant other who has resided with the employee for no less than one (1) year, bereavement leave may be requested from the Director or his designee.

Section 4. Employees may be granted one (1) day's leave with pay in the event of the death of other relatives at the discretion of the Director or his designee.

Section 5. Additional time may be granted for extenuating circumstances when requested by the employee and approved by the Director and Personnel Director. Said request and approvals shall be in writing.

ARTICLE XVII
GRIEVANCE AND NEGOTIATING COMMITTEES

Section 1. A. The City and the Union agree that for the purposes of negotiating, nor more than two members may be allowed to participate without loss of wages during working hours. No more than two members of the negotiating committee may be excused with pay from any shift.

B. The parties agree that hours for negotiations will be alternated so that no one shift will be impacted.

Section 2. The City and the Union agree that for the purpose of settling grievances at the first step, a grievance committee member or a member of the Executive Committee may participate. From the second step and above, a committee of two (2) may participate, which shall include the aggrieved employee. In the event the staff representative from AFSCME is present then only one (1) grievance committee member may be on City time. If the grievant is a member of the Union Executive Board (i.e., President, Vice President or Steward) except in cases of discipline involving loss of pay the grievant will also be the Union Representative.

ARTICLE XVIII UNION MEETINGS

Section 1. Union officers shall be allowed to attend official Union conferences, training sessions, seminars, and lectures for the purpose of obtaining information which may enable them to better function as officials of the Union. The Union will give adequate prior notification (at least 48 hours) of such meetings to the Department Head and the Personnel Director.

Section 2. Officers designated by the Union to attend such functions shall be allowed time off without loss of pay. Total days off for up to three (3) Union Officers shall not exceed six (6) in any fiscal year and no more than one shall be off per shift.

Section 3. Employees within the Bargaining Unit may be represented by two (2) stewards and one (1) alternate. The Union shall furnish the Director of Personnel and the Director of Emergency Communications the stewards' name.

ARTICLE XIX INSURANCE

Section 1. The City shall provide and pay for the following insurance or the equivalent coverage including services and benefits for all full-time employees of the bargaining unit and their enrolled family members* as follows:

- a) A Preferred Provider Organization Plan (PPO) or High Deductible Health Plan (HDHP) with a Health Savings Account (HSA) in accordance with the terms of the Coalition Health Insurance Agreement dated 7/1/20 through 6/30/2023 (attached to this Agreement in Appendix E) subject to any changes negotiated between the City and the Unions participating in Coalition Health Insurance.

- b) CIGNA Dental PPO - Radius Network
- c) Life Insurance coverage shall be one times salary for all employees. No life insurance is to be provided for employee's dependents.

*(See Addendum on Health Insurance)

Said agreement includes provisions for ongoing health insurance negotiations by the coalition.

Section 2. If the City can provide the equivalent service and benefits of all insurance coverage as presently provided for in this Article through another insurance carrier, the City shall have the right to substitute insurance carriers. Prior to changing insurance carriers, the City shall notify the Union in writing of such intended change and agrees to discuss such change with the Union if so requested. Any dispute regarding equivalency of benefits and service shall be subject to Article VI, Grievance Procedure, and beginning at Step three (3).

Section 3. The Union agrees to participate and be represented on the Health Insurance Committee. The call of the Committee is to explore and continue to recommend ways to curb escalating costs and maintain the current level of benefits, if at all possible. If any such recommendations require contract language changes, the Union agrees to present the recommendation to the bargaining unit for acceptance.

ARTICLE XX WAGES

Section 1. Wages for all employees shall be as set forth in the Addendum A attached hereto and shall be modified as follows:

- a. Effective and retroactive to July 1, 2022, all wage rates in effect on June 30, 2022 shall be increased by 2.25%.
 - 1. For the purposes of calculating retroactive payments, the general wage increase should be applied to wage rates in effect on June 30, 2022 through the date of any pay adjustments made pursuant to stipulated agreements between the parties. For the remainder of any retroactive payment, the general wage increase should be applied to the adjusted pay rates pursuant to stipulated agreements between the parties from the date of the agreement through the date of ratification.
- b. Effective July 1, 2023, all wage rates in effect on June 30, 2023, shall be increased by 2.50%.

- c. Effective July 1, 2024, all wage rates in effect on June 30, 2024, shall be increased by 2.50%.

Section 2. Effective 1/1/17 employees will be hired at step C unless they are certified dispatchers (cannot have been away from employment as a dispatcher for more than 12 months at hire) in which case they will be hired at step D.

Employees at steps A and B will be moved to step C on 1/1/17.

Any employee at step C who came in as a certified dispatcher will be moved to step D on 1/1/17.

Regular Step movement will occur at the end of the 12 month probationary period.

Section 3. Employees shall move to the next step on the pay scale the next full pay period after successful completion of their probation. Employees will move again each year on their anniversary date until they have achieved the top step.

Section 4. Shift differential shall be as follows:

- a) Second shift - 7.5%
- b) Third shift - 8.5% effective upon ratification.

The shift differential is only paid to the employee who actually /physically works the shift.

Section 5. Employees hired after 7/1/13 will move to the next highest Step on their anniversary date. Probationary employees must serve twelve (12) months to move to the next Step. Their next step increase shall be one (1) year from the anniversary of the initial step increase. (i.e. hired 7/13/17, will step on 7/13/18 and again 7/1/19)

Section 6. Longevity:

For employees hired before 1/1/17 Longevity payments shall be based on the following formula for all full time employees in the bargaining unit and paid the first pay period in December.

- a) Employees who have completed five (5) years of service - \$150
- b) Employees who have completed ten (10) years of service- \$225
- c) Employees who have completed fifteen (15) years of service - \$350
- d) Employees who have completed twenty (20) years of service - \$450

Employee must have the actual years of service on December 1 to qualify for that year's payment. Payments shall not be prorated.

Section 7. Dispatchers certified by a national organization in Fire Dispatch, Emergency Medical Dispatch and Law Enforcement Dispatch (must be certified in all 3 disciplines) shall receive a stipend of \$400.00 payable for such achievement in the December of that year and each December thereafter as long as such certifications are maintained.

If the MECC becomes accredited by a national organization each dispatcher certified as above shall receive an additional stipend of \$400.00 payable for such achievement in the December of that year and each December thereafter as long as such certification is maintained.

The total stipend amount will not exceed \$800.00

Any and all certifications provided by the City shall be considered part of the employment responsibility and will be expected to be fulfilled for the period of certification.

ARTICLE XXI TRANSPORTATION ALLOWANCE AND SAFETY EQUIPMENT

Transportation allowance for all members of the bargaining unit using their own cars for City-approved business shall be at the prevailing rate allowed by the IRS.

The City shall supply all necessary safety equipment for employees covered by this Collective Bargaining Agreement. A Labor/Management Committee will meet on a quarterly basis, upon request of either party, to discuss safety issues and ways to improve working conditions within the Department.

ARTICLE XXII COPIES OF CONTRACT

A copy of the Agreement shall be available on the City's website.

ARTICLE XXIII NONDISCRIMINATION

The Employer and the Union agree that for the duration of the Agreement neither shall discriminate against any employee in a manner which would violate any applicable laws because of race, color, creed, sex, nationality or political belief, qualified handicap age or other protected status provided by law, nor shall the Employer nor the Union discriminate against any bargaining unit employee because of their membership or non-membership in the Union.

ARTICLE XXIV
DISCIPLINARY PROCEDURE

Section 1. No employee who has successfully completed his/her probation period shall be disciplined, removed, dismissed, discharged, suspended, fired, or reduced in rank except for just cause. The City further agrees that disciplinary action shall be in a timely manner. Disciplinary action includes, but is not limited to, oral reprimand, written reprimand, suspension and discharge depending on the severity of the issue or event.

Section 2. An oral reprimand shall not be deemed to have been issued unless the employee has been advised in writing that he/she has received an oral reprimand and a notation of such reprimand be made part of the personnel file for one (1) year assuming no other discipline on the issue occurs.

No written reprimand shall be deemed to have been issued unless the written communication is labeled a written reprimand. 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. A written reprimand shall remain in the employees' personnel file for two (2) years from the date of issuance and shall be removed after two (2) years providing no other discipline on the issue occurs.

Section 3. The parties agree that disciplinary procedures constitute a corrective process designed to improve an employee's behavior through counseling and to make the employee aware of the fact that failure to change will result in increased penalties. In the event it is necessary to discipline an employee, such employee shall be informed that he/she has the right to have a Union Representative present and shall be allowed time to arrange for such representation.

Section 4. When the appointing authority has reason to suspend or discharge an employee, the employee shall first be entitled to a pre-disciplinary hearing, with a representative of his/her choice, to respond to the alleged charges. After such hearing, if the appointing authority feels the employee should be disciplined, it will be done in the following manner:

1. Notice shall be in writing with a copy to the Union.
2. State the charges.
3. State the acts or omissions upon which the charges are based.
4. State the discipline imposed and the effective date or dates.

5. State the employee's right to appeal the action through the grievance procedure.

ARTICLE XXV
E.A.P. PROGRAM

The Employer and the Union recognize the value of counseling and assistance programs to those employees experiencing personal problems which interfere with the employee's efficient and productive performance of his/her job duties and responsibilities.

The Employer and the Union will therefore aid such employees who request assistance with such problems. The Employer and the Union will encourage the employee to seek professional assistance when necessary.

Request for assistance through "recommendation" or Supervisor referral" will be treated as confidential. "Self referral" confidentiality will be maintained between the individual seeking help and employee assistance personnel.

The records concerning an employee's treatment for alcoholism, drugs or chemical substance, or stress related problems shall remain confidential and shall remain separate from other personnel materials.

Member's progress will be monitored by the Director or his designee, in the case of recommendation or referral.

Rehabilitation itself is the responsibility of the member. For members enrolled in a formal treatment program, the Director will grant rehabilitation leave at full pay up to accumulated sick leave. Outpatient care will be charged to sick leave. Members using up accumulated sick leave will be allowed to use vacation and other accumulated leave time. A member may request an extension of sick leave for rehabilitation purposes; however, the failure of the City to grant said extension shall not be a grievable matter by the member or the Union.

To be eligible for continuation of employment on a rehabilitation pay basis, the member must have been employed at least one year; must maintain at least weekly contact with the Director; and must provide certification that he/she is continuously enrolled in a treatment program and actively participating in that program.

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

Prior to hiring, each new Public Safety Dispatcher shall be required to undergo drug testing.

Employees are expected to abide by the City's Drug/Alcohol Free Workplace Policy.

Employees found to be under the influence of illegal drugs or alcohol through a reasonable suspicion test (alcohol .04 or greater) while on the job will be disciplined.

- First offense - Four (4) weeks suspension plus treatment by EAP and return to duty test.
- Second offense - Termination.

The City will schedule said class, provide instructors, etc. and schedule two (2) different time slots for each session.

Stress reduction training to be offered up to three (3) times during the calendar year.

Attendance is mandatory at two (2) out of the three (3) sessions. Dispatchers who do not attend scheduled training may be disciplined unless they are on a pre-scheduled vacation day (which was scheduled prior to the posting of the training class) or an approved sick or bereavement day. Attending dispatchers will be paid straight time for the time of the class only.

The Director of Emergency Communications has the authority in critical incidents to relieve dispatchers for EAP assistance without use of sick time. Should this occur, call in may be done out of order and by who resides closest to the department and likely to come in for overtime.

ARTICLE XXVI NO STRIKE/NO LOCKOUT

The Union agrees that it will not call, promote, condone or participate in any strike, sick out, sympathy strike, slowdown, concerted stoppage of work against the City, or any other intentional disruption of the operations of the City during the life of this Contract, and the City agrees that there shall be no lockout. In the event of any of the aforementioned activities by members of the bargaining unit, the Union agrees to direct said bargaining unit members to immediately return to work.

ARTICLE XXVII TUITION REIMBURSEMENT

The Tuition Reimbursement plan is designed to encourage the development of the employee by sharing the cost of educational programs directly related to his/her work, and to assist in preparing for future advancement with the City of Meriden.

Section 1. The following provisions are established to govern the administration of the City's Tuition Reimbursement Plan:

- a) Application for reimbursement will only be considered from full-time employees.

- b) Applications will be approved only for course work related to the employee's present position or for a position to which he/she may be promoted.
- c) Reimbursement shall be made only for course work completed at accredited public, business, trade schools, college, universities, and for courses completed through accredited correspondence schools.
- d) Applications will not be considered if the employee is receiving funds for the same course from any other source.
- e) Applications will not be considered if the course work is available to the employee through in-service training conducted by the City.
- f) Full-time Public Safety Dispatchers: The maximum amount of Tuition Reimbursement shall be \$1,000.00 per fiscal year.

The applicant must present an official school receipt indicating the cost of tuition course.

- g) Reimbursement shall be made only for course work in which the applicant received a grade "B" or its numerical equivalent, or better. Employees must present an official school transcript showing final grade received within one (1) week of receipt of grade by the employee.

Section 2. The following procedure permits the employee to know in advance whether or not the course(s) will be approved for tuition reimbursement, assuming the course is completed with a satisfactory grade.

- a) Employee obtains a "Tuition Reimbursement Application" form from the Personnel Department.
- b) The employee forwards the forms to the Director of Emergency Communications for his/her recommendation. Courses eligible for tuition reimbursement must be directly related to employees work with the City of Meriden.
- c) The Personnel Department reviews the application. One copy is returned to the employee. The other copy is retained by Personnel.
- d) Within one week after the employee has completed the course and has received his final grade, the employee submits his copy of the approved request form to the Director of Personnel along with his/her grade and tuition receipt.

- e) Upon receipt of the completed application form the Director of Personnel will prepare a service voucher to pay the employee for the amount of the tuition reimbursement.

ARTICLE XXVIII
WAIVER OF BARGAINING

The forgoing constitutes an entire agreement between the parties and no verbal statement shall supersede any of its provisions. It is understood and agreed that all matters subject to collective bargaining between the Parties have been covered herein and that it may not be reopened for change in its items or addition of new subject matters except by mutual agreement.

Any stipulated agreement entered into during the term of this agreement shall be appended hereto and shall be folded into the next contract to remain valid.

ARTICLE XXIX
EVALUATIONS

Employees will be evaluated no less than once per year. Evaluations are grievable only up to the level of the Personnel Director and must be signed as an acknowledgement of receipt.

The Employer may evaluate employees more than once a year either at the request of the employee or at the employer's discretion.

ARTICLE XXX
NEW HIRES

Section 1. New employees shall serve a probationary period of twelve (12) months including completing a Training Program for a minimum of sixteen (16) weeks and shall have no seniority rights or recourse to arbitration provisions of this Agreement in the case of discharge or other discipline during this period but shall be subject to all clauses in this Agreement. New employees who have completed the training program and probationary period shall be known as permanent employees and the training and probationary period shall be considered included as seniority time. In the event a dispatcher is qualified prior to being hired by Meriden, he/she will be hired up to Step C at the City's discretion. This employee may still have to meet both the Training and Probationary periods as stated above.

Section 2. After completion of the State mandated certifications the new hire will be assigned to a Communications Training Officer, for training and evaluation.

During the training and probation period the new hire may be released from employment for failing any portion of the training or for just cause without recourse to the grievance section of this Collective Bargaining Agreement.

The training period may be extended for remedial training with agreement between the Director and the Union President.

Upon successful completion of the probation period the New Hire will bid for a shift according to the Article VII, Section 5 of the CBA and will be moved to Step D on the wage scale unless employee is not hired at Step C, in which case they would then move to the next step on the salary matrix.

Section 3. New employees must sign up for direct deposit within thirty (30) days of employment.

Section 4. Probationary employees may not use any accrued leave until they complete six (6) months of employment. If the employee is ill a doctor's note may be required. If a probationary employee has five (5) unpaid absences in the six (6) month period they may be subject to discipline up to and including termination.

ARTICLE XXXI PENSION

For Employees hired before 7/1/11, the Pension provisions of the City of Meriden Ordinance on Pensions are hereby incorporated into and made part of this Agreement as amended from time to time through bargaining between the Coalition of Unions and the City.

For Employees hired on or after July 1, 2011, the exclusive retirement plan provided by the City for all full time employees shall be a direct contribution money purchase plan qualified under Section 401 (a) of the Internal Revenue Code, outlined in Appendix A.

ARTICLE XXXII UNIFORM ALLOWANCE

The City agrees to supply uniform shirts to all Public Safety Dispatchers.

Upon completion of the training and probationary period an initial allotment of six (6) shirts will be issued to each dispatcher. The uniform will be worn during all work shifts. The City will replace uniforms when they become unserviceable. It will be the individual's responsibility to replace uniforms that are damaged outside the working environment. Dispatchers can purchase additional uniform items on their own, with the approval of the Director of Emergency Communications. Effective September 1 of each

year, the City agrees to provide \$75.00 annually for uniform allowance. In order to be eligible for the \$75.00 an employee must be employed for a full two years as of the payment date (i.e., 9/1). Shirts issued to employees must be kept clean and presentable at all times.

Employees must wear business casual pants, skirts, knee length shorts; jeans may be worn if they are clean. Clothing that bears any portion of the employees' torso will not be allowed. Ripped clothing or soiled clothing will not be allowed while working in the Dispatch Center.

On all shifts, regular or overtime, either the uniform shirt or the uniform fleece jacket is to be worn at all times.


ARTICLE XXXIII
DURATION

Section 1. The date of July 1, 2022 shall be the effective date of this agreement.

Section 2. This agreement shall remain in effect until June 30, 2025 and shall continue in effect from year to year except that it may be amended at any time by mutual agreement or upon any anniversary of said agreement by giving to the other party not less than one hundred twenty (120) days written notice of intention to propose amendments.


SIGNATURES

FOR THE CITY

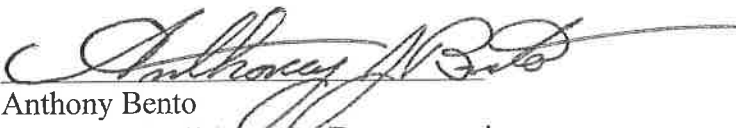

Josephine Agriello-Veley
Director of Human Resources

Date: 10/3/23

FOR THE UNION


Sean Doherty, President
Public Safety Dispatchers #1303-405

Date: 10/3/2023


Anthony Bento
AFSCME Staff Attorney/Representative
Public Safety Dispatchers #1303-405

Date: 10/3/2023

Appendix A – Wages

Dispatcher Wage Scale

	Step A	Step B	Step C	Step D	Step E	Step F	Step G
7/1/2022			\$25.46	\$26.46	\$27.45	\$28.43	\$30.12
Dispatcher			\$1,018.40	\$1,058.40	\$1,098.00	\$1,137.20	\$1,204.80
			\$52,956.80	\$55,036.80	\$57,096.00	\$59,134.40	\$62,649.60
Shift Supervisor						\$31.24	\$32.89
						\$1,249.60	\$1,315.60
2.25% Increase from 7/1/21						\$64,979.20	\$68,411.20
7/1/2023							
			\$26.10	\$27.12	\$28.14	\$29.14	\$30.87
			\$1,044.00	\$1,084.80	\$1,125.60	\$1,165.60	\$1,234.80
			\$54,288.00	\$56,409.60	\$58,531.20	\$60,611.20	\$64,209.60
Shift Supervisor						\$32.02	\$33.71
						\$1,280.80	\$1,348.40
2.5% Increase from 7/1/22						\$66,601.60	\$70,116.80
7/1/2024							
			\$26.75	\$27.80	\$28.84	\$29.87	\$31.64
			\$1,070.00	\$1,112.00	\$1,153.60	\$1,194.80	\$1,265.60
			\$55,640.00	\$57,824.00	\$59,987.20	\$62,129.60	\$65,811.20
Shift Supervisor						\$32.82	\$34.55
						\$1,312.80	\$1,382.00
2.5% Increase from 7/1/23						\$68,265.60	\$71,864.00

AGREEMENT BETWEEN
THE CITY OF MERIDEN AND
UNIONS PARTICIPATING IN COALITION HEALTH INSURANCE

7/1/2020 – 6/30/2023

PREFERRED PROVIDER ORGANIZATION PLAN (“PPO”)

The PPO was phased out for all new employees as of 6/30/2017. Any employee in the PPO as of 6/30/2017 has the option to remain in the PPO.

Wellness Program: A description of the Wellness Program for the program year 10/1/2020 to 4/17/2021 is attached to this agreement. Note: New hires receive the best Wellness rate - Tier 2 - for the balance of the fiscal year in which they are hired.

The new PPO employee bi-weekly cost shares under this agreement are as follows:

7/1/2020: With Wellness 24% / Without Wellness 26%

7/1/2021: With Wellness 25% / Without Wellness 27%

7/1/2022: With Wellness 26% / Without Wellness 28%

An employee who will be precluded from participating in the Health Savings Account (“HSA”) under the High Deductible Health Plan (“HDHP”) because the individual is/will be enrolled in Medicare Part A and/or received non-preventative medical services from the Veteran’s Administration in the fiscal year, will be enrolled in the PPO plan as of July 1 of that year. The PPO cost share for these employees is 3% less for each year than the current PPO cost share for those not precluded from participating in the HSA under the HDHP.

For example: For 7/1/2020 under the PPO, 21% With Wellness / 23% Without Wellness for those precluded from participating in the HDHP / HSA.

HDHP / HSA

Annual Plan Deductible

Single: \$2,000

Member + 1/ Family: \$4,000

Annual City Contribution to HSA Account⁵

Single: \$1,000

Member + 1 / Family: \$2,000

*The first semi-annual contribution by the City under the HDHP for those hired between January 1-June 30 and July 1-December 31, respectively, will be pro-rated based on eligibility date for the plan.

For those current employees not subject to the foregoing pro-ration, the City will fund 50% of the annual contribution in July and 50% in January.

The new HDHP / HSA employee bi-weekly cost shares under this agreement are as follows:

7/1/2020: Tier 2 Wellness 13% / Tier 1 Wellness 15% / Without Wellness 18%

7/1/2021: Tier 2 Wellness 14% / Tier 1 Wellness 16% / Without Wellness 19%

7/1/2022: Tier 2 Wellness 15% / Tier 1 Wellness 17% / Without Wellness 20%

HDHP / HSA In-Network Prescription Drug Benefits: There are post deductible in-network prescription drug employee cost shares in the amount of \$0 /\$15 / \$30. Mail order drugs: \$0 / \$30 / \$60. Benefit is unlimited. National formulary is applicable. Subject to \$4,000 / \$8,000 out-of-pocket maximums.

Tier 1 – Biometric Blood Draw**

In order to qualify for Wellness, the employee must participate in the blood draw and meet the targeted Wellness goal.

**targeted Wellness score not applicable to first year participants.

Tier 2 – Biometric and Primary Care

Employee must meet Tier 1 requirement to qualify for the additional Tier 2 incentive.

An employee can qualify for an additional Wellness incentive if the employee and spouse (if applicable) have a physical /preventative exam.

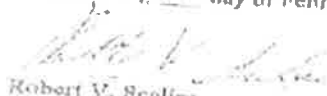
Female employees or spouses may have their qualifying preventative exam at their primary care provider or OB/GYN.


Tier 1 incentive will apply in the fiscal year immediately following the annual biometric screening (typically April of the previous fiscal year).

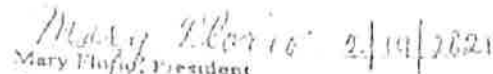
Tier 2 incentive previous physical exam is eligible for a look-back period. For the current Wellness Program year, the exam can be incurred between 12/1/2019 and 4/17/2021.

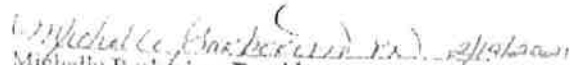
USA contribution form for the sick time payout need to be submitted to the Human Resources Department by June 1 or the next business day of the respective year. Longevity contribution forms must be received by November 1 or the next business day of the respective year.


Dated this 17th day of February, 2021.

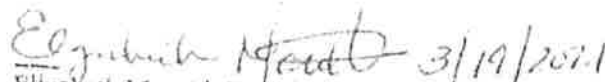

Robert V. Scalis
Director of Human Resources
City of Meriden


John Devito, Staff Representative
Council 4, AFSCME, AFL-CIO


Mary Fluffy, President
Connecticut Health Care Associates
NHHCA, AFSCME, AFL-CIO


Michelle Barthelme, President
Public Health Nurses, Unit #8, CHCA



Josh Michalak, President
Local #595, Council 4, AFSCME, AFL-CIO


Elizabeth Marotti, President
Local #1303-405, Council 4, AFSCME,
AFL-CIO


Timothy Talento, President
Local #740, Council 4, AFSCME, AFL-CIO

Summary of Benefits and Coverage: What this Plan Covers & What You Pay For Covered Services
 Meriden, City and Board of Education: Open Access Plus HDHPQ
 HDHPQ2 Coalition
 Benefit Options -HD212/HD2F2
 Branch Codes -138/165/152/103/119

Coverage Period: 07/01/2023 - 06/30/2024
 Coverage for: Individual/Individual + Family | Plan Type: OAP

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

Important Questions	Answers	Why This Matters:
<p>What is the overall deductible?</p>	<p>For in-network providers: \$2,000/individual - employee only or \$4,000/family maximum For out-of-network providers: \$2,000/individual - employee only or \$4,000/family maximum Combined medical/behavioral and pharmacy deductible <u>Deductible</u> per individual applies when the employee is the only individual covered under the plan.</p>	<p>Generally, you must pay all of the costs from <u>providers</u> up to the <u>deductible</u> amount before this <u>plan</u> begins to pay. If you have other family members on the policy, the overall family <u>deductible</u> must be met before the <u>plan</u> begins to pay.</p>
<p>Are there services covered before you meet your deductible?</p>	<p>Yes. In-network <u>preventive care</u> & immunizations.</p>	<p>This <u>plan</u> covers some items and services even if you haven't yet met the <u>deductible</u> amount. But a <u>copayment</u> or <u>coinsurance</u> may apply. For example, this plan covers certain <u>preventive services</u> without <u>cost-sharing</u> and before you meet your <u>deductible</u>. See a list of covered <u>preventive services</u> at https://www.healthcare.gov/coverage/preventive-care-benefits/.</p>
<p>Are there other deductibles for specific services?</p>	<p>No.</p>	<p>You don't have to meet <u>deductibles</u> for specific services.</p>
<p>What is the out-of-pocket limit for this plan?</p>	<p>For in-network providers: \$4,000/individual - employee only or \$8,000/family maximum (no more than \$4,000 per individual - within a family) For out-of-network providers: \$4,000/individual - employee only or \$8,000/family maximum (no more than \$4,000 per individual - within a family) Combined medical/behavioral and pharmacy <u>out-of-pocket limit</u></p>	<p>The <u>out-of-pocket limit</u> is the most you could pay in a year for covered services. If you have other family members in this plan, they have to meet their own <u>out-of-pocket limits</u> until the overall family <u>out-of-pocket limit</u> has been met.</p>

Important Questions	Answers	Why This Matters:
What is not included in the out-of-pocket limit?	Penalties for failure to obtain pre-authorization for services, premiums, balance-billing charges, and health care this plan doesn't cover.	Even though you pay these expenses, they don't count toward the out-of-pocket limit.
Will you pay less if you use a network provider?	Yes. See www.cigna.com or call 1-800-Cigna24 for a list of network providers.	This plan uses a provider network. You will pay less if you use a provider in the plan's network. You will pay the most if you use an out-of-network provider, and you might receive a bill from a provider for the difference between the provider's charge and what your plan pays (balance billing). Be aware your network provider might use an out-of-network provider for some services (such as lab work). Check with your provider before you get services.
Do you need a referral to see a specialist?	No.	You can see the specialist you choose without a referral.

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

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	No charge/visit	20% coinsurance	None
	Specialist visit	No charge/visit	20% coinsurance	None
	Preventive care/ screening/ immunization	No charge/visit** No charge/screening** No charge/immunizations**	20% coinsurance/visit 20% coinsurance/ screening 20% coinsurance/ immunizations	None None None
If you have a test	Diagnostic test (X-ray, blood work)	No charge	20% coinsurance	None

**Deductible does not apply

You may have to pay for services that aren't preventive. Ask your provider if the services needed are preventive. Then check what your plan will pay for.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
<p>If you need drugs to treat your illness or condition</p> <p>More information about <u>prescription drug coverage</u> is available at www.cigna.com</p>	Imaging (CT/PET scans, MRIs)	No charge	20% <u>coinsurance</u>	None
	Generic drugs (Tier 1)	No charge/prescription (retail 30 days), No charge/prescription (retail & home delivery 90 days)	Not covered	Coverage is limited up to a 90-day supply (retail and home delivery); up to a 30-day supply (retail and home delivery) for <u>Specialty drugs</u> . Certain limitations may apply, including, for example: prior authorization, step therapy, quantity limits. In-network Federally required preventive drugs will be provided at no charge.
		Preferred brand drugs (Tier 2)	\$15 copay/prescription (retail 30 days), \$15 copay/prescription (retail & home delivery 90 days)	
	Non-preferred brand drugs (Tier 3)	\$30 copay/prescription (retail 30 days), \$30 copay/prescription (retail & home delivery 90 days)	Not covered	
<p>If you have outpatient surgery</p>	Facility fee (e.g., ambulatory surgery center)	No charge	20% <u>coinsurance</u>	None
	Physician/surgeon fees	No charge	20% <u>coinsurance</u>	None
	<u>Emergency room care</u>	No charge/visit	No charge/visit	Out-of-network services are paid at the in-network cost share and deductible.
	<u>Emergency medical transportation</u>	No charge	No charge	Out-of-network air ambulance services are paid at the in-network cost share and deductible.
<p>If you need immediate medical attention</p>	<u>Urgent care</u>	No charge/visit	No charge/visit	None
	Facility fee (e.g., hospital room)	No charge	20% <u>coinsurance</u>	Lesser of 50% of covered expenses or \$500 penalty for no out-of-network precertification.
	Physician/surgeon fees	No charge	20% <u>coinsurance</u>	Lesser of 50% of covered expenses or \$500 penalty for no out-of-network precertification.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you need mental health, behavioral health, or substance abuse services	Outpatient services	No charge/office visit No charge/all other services	20% coinsurance/office visit 20% coinsurance/all other services	None
	Inpatient services	No charge	20% coinsurance	Lesser of 50% of covered expenses or \$500 penalty for no out-of-network precertification.
	Office visits	No charge	20% coinsurance	Primary Care or Specialist benefit levels apply for initial visit to confirm pregnancy. Cost sharing does not apply for preventive services.
If you are pregnant	Childbirth/delivery professional services	No charge	20% coinsurance	Depending on the type of services, a copayment, coinsurance or deductible may apply. Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound).
	Childbirth/delivery facility services	No charge	20% coinsurance	Coverage is limited to 200 days annual max.
	Home health care	No charge	20% coinsurance	16 hour maximum per day (The limit is not applicable to mental health and substance use disorder conditions.)
If you need help recovering or have other special health needs	Rehabilitation services	No charge/visit for Cardiac and Pulmonary Rehab No charge/visit for Other therapies (days 1-50) 20% coinsurance/visit for Other therapies (days 51+)	20% coinsurance/visit	None

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
	Habilitation services	No charge/visit for Other therapies (days 1-50) 20% coinsurance/visit for Other therapies (days 51+)	20% coinsurance/visit	Services are covered when <u>Medically Necessary</u> to treat a mental health condition (e.g. autism) or a congenital abnormality.
	Skilled nursing care	No charge	20% coinsurance	Lesser of 50% of covered expenses or \$500 penalty for no out-of-network precertification. Coverage is limited to 220 days annual max.
	Durable medical equipment	No charge	20% coinsurance	None
	Hospice services	No charge/inpatient services No charge/outpatient services	20% coinsurance/inpatient services 20% coinsurance/outpatient services	Lesser of 50% of covered expenses or \$500 penalty for failure to precertify out-of-network inpatient hospice services.
If your child needs dental or eye care	Children's eye exam	Not covered	Not covered	None
	Children's glasses	Not covered	Not covered	None
	Children's dental check-up	Not covered	Not covered	None

Excluded Services & Other Covered Services:

Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services.)

- Acupuncture
- Cosmetic surgery
- Dental care (Adult)
- Dental care (Children)
- Eye care (Children)
- Long-term care
- Non-emergency care when traveling outside the U.S.
- Private-duty nursing
- Routine eye care (Adult)
- Routine foot care
- Weight loss programs

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

- Bariatric surgery (if you qualify for coverage)
- Chiropractic care (combined with Rehabilitation Services)
- Hearing aids (\$1,000 maximum per 24 months, through age 12)
- Infertility treatment

Your Rights to Continue Coverage:

There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, at 1-877-267-2323 x61565 or www.cclio.cms.gov. Other coverage options may be available to you, too, including buying individual insurance coverage through the [Health Insurance Marketplace](#). For more information about the [Marketplace](#), visit www.HealthCare.gov or call 1-800-318-2596.

Your Grievance and Appeals Rights:

There are agencies that can help if you have a complaint against your plan for a denial of a claim. This complaint is called a grievance or appeal. For more information about your rights, look at the explanation of benefits you will receive for that medical claim. Your plan documents also provide complete information on how to submit a claim, appeal or a grievance for any reason to your plan. For more information about your rights, this notice, or assistance, contact: Cigna Customer service at 1-800-Cigna24. Additionally, a consumer assistance program can help you file your appeal. Contact: Connecticut Office of the Health Care Advocate at (866) 466-4446.

Does this plan provide Minimum Essential Coverage? Yes

Minimum Essential Coverage generally includes plans, health insurance available through the Marketplace or other individual market policies, Medicare, Medicaid, CHIP, TRICARE, and certain other coverage. If you are eligible for certain types of Minimum Essential Coverage, you may not be eligible for the premium tax credit.

Does this plan meet the Minimum Value Standards? Yes

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

Language Access Services:

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

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

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

Navajo (Dine): Dinekehgo shika atohwol ninisingo, kwijigo holne' 1-800-244-6224.

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

About these Coverage Examples:



This is not a cost estimator. Treatments shown are just examples of how this plan might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your providers charge, and many other factors. Focus on the cost sharing amounts (deductibles, copayments and coinsurance) and excluded services under the plan. Use this information to compare the portion of costs you might pay under different health plans. Please note these coverage examples are based on self-only coverage.

Peg is Having a Baby
(9 months of in-network pre-natal care and a hospital delivery)

- The plan's overall deductible **\$2,000**
- Specialist coinsurance **0%**
- Hospital (facility) coinsurance **0%**
- Other coinsurance **0%**

This EXAMPLE event includes services like:

Specialist office visits (*prenatal care*)
 Childbirth/Delivery Professional Services
 Childbirth/Delivery Facility Services
 Diagnostic tests (*ultrasounds and blood work*)
 Specialist visit (*anesthesia*)

Total Example Cost **\$12,700**

In this example, Peg would pay:

<i>Cost Sharing</i>	
Deductibles	\$2,000
Copayments	\$0
Coinsurance	\$0
<i>What isn't covered</i>	
Limits or exclusions	\$20
The total Peg would pay is	\$2,020

Managing Joe's type 2 Diabetes
(a year of routine in-network care of a well-controlled condition)

- The plan's overall deductible **\$2,000**
- Specialist coinsurance **0%**
- Hospital (facility) coinsurance **0%**
- Other coinsurance **0%**

This EXAMPLE event includes services like:

Primary care physician office visits (*including disease education*)
 Diagnostic tests (*blood work*)
 Prescription drugs
 Durable medical equipment (*glucose meter*)

Total Example Cost **\$5,600**

In this example, Joe would pay:

<i>Cost Sharing</i>	
Deductibles	\$2,000
Copayments	\$0
Coinsurance	\$0
<i>What isn't covered</i>	
Limits or exclusions	\$40
The total Joe would pay is	\$2,040

Mia's Simple Fracture
(in-network emergency room visit and follow up care)

- The plan's overall deductible **\$2,000**
- Specialist coinsurance **0%**
- Hospital (facility) coinsurance **0%**
- Other coinsurance **0%**

This EXAMPLE event includes services like:

Emergency room care (*including medical supplies*)
 Diagnostic test (*x-ray*)
 Durable medical equipment (*crutches*)
 Rehabilitation services (*physical therapy*)

Total Example Cost **\$2,800**

In this example, Mia would pay:

<i>Cost Sharing</i>	
Deductibles	\$2,000
Copayments	\$0
Coinsurance	\$0
<i>What isn't covered</i>	
Limits or exclusions	\$0
The total Mia would pay is	\$2,000

The plan would be responsible for the other costs of these EXAMPLE covered services.
 Plan Name: HDHPQ2 Coalition Ben Ver: 26 Plan ID: 17148373

DISCRIMINATION IS AGAINST THE LAW

Medical coverage

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

Cigna:

- Provides free aids and services to people with disabilities to communicate effectively with us, such as:
 - Qualified sign language interpreters
 - Written information in other formats (large print, audio, accessible electronic formats, other formats)
- Provides free language services to people whose primary language is not English, such as:
 - Qualified interpreters
 - Information written in other languages

If you need these services, contact customer service at the toll-free number shown on your ID card, and ask a Customer Service Associate for assistance.

If you believe that Cigna has failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability, or sex, you can file

a grievance by sending an email to ACAGrievance@Cigna.com or by writing to the following address:

Cigna
Nondiscrimination Complaint Coordinator
PO Box 188016
Chattanooga, TN 37422

If you need assistance filing a written grievance, please call the number on the back of your ID card or send an email to ACAGrievance@Cigna.com. You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights electronically through the Office for Civil Rights Complaint Portal, available at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>, or by mail or phone at:

U.S. Department of Health and Human Services
200 Independence Avenue, SW
Room 509F, HHH Building
Washington, DC 20201
1.800.368.1019, 800.537.7697 (TDD)

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



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Proficiency of Language Assistance Services

English – ATTENTION: Language assistance services, free of charge, are available to you. For current Cigna customers, call the number on the back of your ID card. Otherwise, call 1.800.244.6224 (TTY: Dial 711).

Spanish – ATENCIÓN: Hay servicios de asistencia de idiomas, sin cargo, a su disposición. Si es un cliente actual de Cigna, llame al número que figura en el reverso de su tarjeta de identificación. Si no lo es, llame al 1.800.244.6224 (los usuarios de TTY deben llamar al 711).

Chinese – 注意：我們可為您免費提供語言協助服務。對於 Cigna 的現存客戶，請致電您的 ID 卡背面的號碼。其他客戶請致電 1.800.244.6224（聽障專線：請撥 711）。

Vietnamese – XIN LƯU Ý: Quý vị được cấp dịch vụ trợ giúp về ngôn ngữ miễn phí. Danh cho khách hàng hiện tại của Cigna, vui lòng gọi số ở mặt sau thẻ Hôi viên. Các thường hor khác xin gọi số 1.800.244.6224 (TTY: Quay số 711).

Korean – 주의: 한국어를 사용하시는 경우, 언어 지원 서비스를 무료로 이용하실 수 있습니다. 현재 Cigna 가입자님들께서는 ID 카드 뒷면에 있는 전화번호로 연락해주시시오. 기타 다른 경우에는 1.800.244.6224 (TTY: 다이얼 711)번으로 전화해주시시오.

Tagalog – PAUNAWA: Makakakuha ka ng mga serbisyo sa tulung sa wika nang libre. Para sa mga kasalukuyang customer ng Cigna, tawagan ang numero sa likuran ng iyong ID card. O kaya, tumawag sa 1.800.244.6224 (TTY: I-dial ang 711).

Russian – ВНИМАНИЕ: вам могут предоставить бесплатные услуги перевода. Если вы уже участвуете в плане Cigna, позвоните по номеру, указанному на обратной стороне вашей идентификационной карточки участника плана. Если вы не являетесь участником одного из наших планов, позвоните по номеру 1.800.244.6224 (TTY: 711).

Arabic – يرجى الانتباه: خدمات الترجمة اللغوية متاحة لكم مجاناً. إذا كنتم عملاء Cigna الحاليين، يرجى الاتصال بالرقم الموضح على ظهر بطاقتكم الشخصية. أو اتصل بـ 1.800.244.6224 (TTY: اتصل بـ 711).

French Creole – ATANSYON: Gen sèvis èd nan lang ki disponib gratis pou ou. Pou kliyan Cigna yo, rele nimewo ki deyè kat ID ou. Sinon, rele nimewo 1.800.244.6224 (TTY: Rele 711).

French – ATTENTION: Des services d'aide linguistique vous sont proposés gratuitement. Si vous êtes un client actuel de Cigna, veuillez appeler le numéro indiqué au verso de votre carte d'identité. Sinon, veuillez appeler le numéro 1.800.244.6224 (ATS : composez le numéro 711).

Portuguese – ATENÇÃO: Tem ao seu dispor serviços de assistência linguística, totalmente gratuitos. Para clientes Cigna atuais, ligue para o número que se encontra no verso do seu cartão de identificação. Caso contrário, ligue para 1.800.244.6224 (Dispositivos TTY: marque 711).

Polish – UWAGA: w celu skorzystania z dostępnej, bezpłatnej pomocy językowej, obecni klienci firmy Cigna mogą dzwonić pod numer podany na odwrocie karty identyfikacyjnej. Wszystkie inne osoby prosimy o skorzystanie z numeru 1 800 244 6224 (TTY: wybierz 711).

Japanese – 注意事項: 日本語を話される場合、無料の言語支援サービスをご利用いただけます。現在のCignaのお客様は、IDカード裏面の電話番号まで、お電話にてご連絡ください。その他の方は、1.800.244.6224 (TTY: 711)まで、お電話にてご連絡ください。

Italian – ATTENZIONE: Sono disponibili servizi di assistenza linguistica gratuiti. Per i clienti Cigna attuali, chiamare il numero sul retro della tessera di identificazione. In caso contrario, chiamare il numero 1.800.244.6224 (utenti TTY: chiamare il numero 711).

German – ACHTUNG: Die Leistungen der Sprachunterstützung stehen Ihnen kostenlos zur Verfügung. Wenn Sie gegenwärtiger Cigna-Kunde sind, rufen Sie bitte die Nummer auf der Rückseite Ihrer Krankenversicherungskarte an. Andernfalls rufen Sie 1.800.244.6224 an (TTY: Wählen Sie 711).

Persian (Farsi) – توجه: خدمات کمک زبانی، به صورت رایگان به شما ارائه می‌شود. برای مشتریان فعلی Cigna، لطفاً با شماره‌ای که در پشت کارت شناسایی شماست تماس بگیرید. در غیر این صورت با شماره 1.800.244.6224 (شماره تلفن ویژه تلفن‌های شنواری) تماس بگیرید. شماره 711 را شماره گیری کنید.