

COLLECTIVE BARGAINING AGREEMENT

between

TOWN OF TOLLAND

and

LOCAL 3954
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS
AFL-CIO

July 1, 2010 - June 30, 2013

July 6, 2010
41145

TABLE OF CONTENTS

ARTICLE I	RECOGNITION	1
ARTICLE II	UNION SECURITY	1
ARTICLE III	SENIORITY	3
ARTICLE IV	DISCIPLINARY ACTION.....	3
ARTICLE V	GRIEVANCE PROCEDURE.....	4
ARTICLE VI	COMPLETE AGREEMENT.....	5
ARTICLE VII	WORK SCHEDULES	6
ARTICLE VIII	COMPENSATION	6
ARTICLE IX	INSURANCE.....	7
ARTICLE X	VACATION.....	8
ARTICLE XI	HOLIDAYS	9
ARTICLE XII	LEAVE PROVISIONS.....	10
ARTICLE XIII	LAYOFFS.....	12
ARTICLE XIV	MANAGEMENT RIGHTS	13
ARTICLE XV	MISCELLANEOUS	14
ARTICLE XVI	PENSION.....	16
ARTICLE XVII	DURATION.....	16
APPENDIX A	WAGE RATES.....	17
APPENDIX B	MEDICAL PLAN BENEFIT DESCRIPTION	19

PREAMBLE

This Agreement, entered into by and between the Town of Tolland (hereinafter referred to as the "Town" or the "Employer") and Local 3954 of the International Association of Fire Fighters, AFL-CIO (hereinafter referred to as the "Union"), has as its purpose the promotion of harmonious relations between the Town and the Union.

ARTICLE I RECOGNITION

Section 1

Pursuant to the certification of the Connecticut State Board of Labor Relations dated November 23, 1998, in Decision No. 3641, the Town hereby recognizes the Union as the representative for the purposes of collective bargaining of all uniformed and investigatory fire fighters/emts employed by the Town of Tolland and assigned to the Fire Department, excluding the Fire Marshall and all other employees excluded by the Municipal Employee Relations Act.

Section 2

Whenever the word "Town" is used in this Agreement, it shall mean the Town of Tolland. Likewise when the word "Union" is used it shall mean the International Association of Fire Fighters, AFL-CIO. When the word "employee" is used, it shall mean a member of the bargaining unit.

ARTICLE II UNION SECURITY

Section 1

During the term of this Agreement and extension thereof, all employees in the collecting bargaining unit shall, from the effective date of the Agreement or within thirty (30) days from the date of their employment with the Town, as a condition of employment, either become or remain members of the Union in good standing or in lieu of Union membership pay to the Union a service fee as may be fixed by the Union and allowed by law.

Section 2

The Union shall notify the Town in writing regarding the rates for fees and dues, the types of which are specified in Section 3 below. Further, the Union shall supply the Town with written notice provided at least thirty (30) days prior to the effective date of

any change in such rates for fees and dues. It shall be the sole responsibility of the Union to solicit employees who are required to join the Union or pay service fees.

Section 3

The Town agrees to deduct from the pay of bargaining unit members such deductions as may be fixed by the Union provided that employees submit to the Town individual written authorizations for such deductions. Such deductions shall continue for the duration of the Agreement or any extension thereof unless otherwise specified, provided that the Town has written authorization from the employees to make such deductions.

Section 4

The deduction of fees or dues for any month shall be remitted to the financial officer of the Union. The Union shall supply to the Town the name and address of said financial officer. The Union deductions will be accompanied by a list of names of employees from whose wages the deductions have been made.

Section 5

If the employee's wages are insufficient to cover fees or dues deductions, the Town will not make any such deductions from that employee's pay check. After receiving written notice from the Union and written authorization from the employee, the Town will make any deductions from the employee's wages which are necessary to allow the Union to recoup any unpaid fees or dues from such employee.

Section 6

The Union agrees to indemnify and save the Town harmless against any and all claims, demands, suits or other forms of liabilities, including but not limited to, all reasonable legal fees and costs that shall arise out of or by reason of any action taken or not taken by the Town for the purpose of complying with any of the provisions of this Article of the Agreement.

Section 7

The Town agrees to provide the Union with use of a space on a bulletin board for the posting of official Union notices consistent with the policies of the Town. All notices posted by the Union must be signed by the Union President or his designee.

ARTICLE III
SENIORITY

Section 1

All new employees shall be subject to a probationary period of one (1) calendar year. Probationary employees shall be subject to all the provisions of this Agreement, provided that during their probationary period, employees may be terminated at any time for any lawful reason and shall not have recourse to the grievance procedure contained in the Agreement. Prior to dismissal by the Town Manager, probationary employees will be given notice of the charges or reasons for dismissal and an opportunity to respond, but shall have no right to grieve the termination under this Agreement.

Section 2

Except as otherwise provided in Section 1 above for probationary employees, full-time employees shall be eligible for all benefits offered by the Town as set forth in this Agreement.

Section 3

The Town shall maintain a list of bargaining unit employees showing their length of service with the Fire Department and shall provide a copy of such list to the Union representative. Seniority shall be calculated according to an employee's length of continuous full-time service with the Fire Department. Sick leave, injury leave, vacations, military leaves and other authorized leaves of absence shall count as continued service for the purposes of computing an employee's seniority.

Section 4

The Union shall notify the Town in writing of the names of all officers, stewards and staff representatives.

ARTICLE IV
DISCIPLINARY ACTION

Section 1

The term "disciplinary action" as used in this Agreement shall include written warnings, suspensions and discharges. Oral warnings, which are reduced to writing by the department head, shall be considered "written warnings" under this Article. The Town agrees that all disciplinary action shall be for just cause, provided that the Town shall have the right to take any disciplinary action with regard to probationary employees, in the Town's sole discretion, and such disciplinary action shall not be subject to challenge through the grievance procedure contained within this Agreement. Prior to being

disciplined, probationary employees will be provided with notice of the charges or reasons for the discipline and an opportunity to respond, but shall not have the right to challenge such discipline through the grievance procedure contained in this Agreement.

Section 2

Except for probationary employees, an employee who feels he has been disciplined without just cause shall have the right to challenge the disciplinary action pursuant to Article V.

Section 3

Employees will be notified in writing prior to being suspended without pay or discharged.

ARTICLE V GRIEVANCE PROCEDURE

Section 1

The term “grievance” as used in this Agreement shall include an alleged violation, misapplication or misinterpretation of any of the specific provisions of this Agreement. It is understood that disciplinary action taken against other than probationary employees may be appealed under this Article in accordance with the terms set forth below. A grievance must be in writing and must set forth the specific sections(s) of the Agreement alleged to have been misinterpreted or misapplied.

Section 2

Any time limits specified in this Article may be extended by mutual written agreement of the Union and the Town Manager. If a grievance is not processed in accordance with the time requirements, it shall be deemed settled on the basis of the answer provided by the Town at the last step to which the grievance was processed in a timely manner.

Section 3

The term “days” as used in this Article shall refer to calendar days. Adjustment of all grievances shall be sought in accordance with the following procedure:

Step 1: Within fifteen (15) days of the time the employee knew or should have known of the occurrence which gives rise to the grievance, the employee must present a written statement of the grievance to his/her department head setting forth the specific sections of the Agreement alleged to have been misinterpreted or misapplied and the remedy requested. Within fifteen (15) days after the department head receives such grievance, he/she or his/her designated representative shall give the employee his/her answer in writing.

Step 2: If the employee is not satisfied with the disposition of the grievance at Step 1, he/she may submit the grievance to the Town Manager, or his/her designee, in writing, within fifteen (15) days of his/her receipt of the answer at Step 1. The Town Manager or his/her designee shall render a decision to the employee within fifteen (15) calendar days of receipt of the grievance.

Step 3: In the event the parties are unable to settle the grievance as outlined above, the written grievance may be submitted by the Union to arbitration. Any requests for arbitration of a grievance must be made in writing by the Union and must be filed with the Connecticut State Board of Mediation and Arbitration ("SBMA") and the Town Manager within fifteen (15) days from the date of the receipt of the written response to the grievance by the Town Manager at Step 2. Following the Union's written notices of its request for arbitration of a grievance, either the Town or the Union may require that the arbitration be heard before the American Arbitration Association ("AAA"), provided that the party that requires arbitration before the AAA shall pay the arbitrator's fee. The party that requires arbitration before the AAA shall be required to provide the other party with notice of its intention to require that the arbitration be heard by the AAA within fifteen (15) days of the date the Union requests arbitration.

Failure to pursue a grievance in accordance with the above-referenced procedures and time limitations shall result in the grievance being deemed non-arbitrable.

Section 4

The arbitrator designated to hear and decide a grievance shall be limited to deciding one grievance in each case. However, the arbitrator may, by mutual consent of the parties, hear more than one grievance at a time. The arbitrator's award shall be final and binding as provided by law but the arbitrator shall have no power to add to, subtract from or modify in any way the provisions of this Agreement, nor shall the arbitrator have any authority whatsoever to interpret, imply or rule on any claim alleged or involving a violation, misapplication or misinterpretation of the Town's Personnel Manual, the Town Charter or any other Town personnel policies or procedures which are not specifically incorporated on a verbatim basis into this Agreement.

ARTICLE VI COMPLETE AGREEMENT

It is understood and agreed that this Agreement contains the complete agreement of the parties and that it may be amended or altered only by mutual agreement in writing signed by the parties. The Town and the Union agree that each had a full opportunity to raise issues, and that all matters to be included in this Agreement have been presented, discussed and incorporated herein or rejected.

ARTICLE VII
WORK SCHEDULES

Section 1

Full-time employees are those regularly scheduled to work at least forty (40) hours per week subject to operating needs of the Town. Part-time employees are those regularly scheduled to work fewer than forty (40) hours per week. It is mutually understood and agreed that the normal workday/workweek for any employee will vary from time to time subject to the requirements of the job as directed by the department head or his/her designee. Reasonable amounts of overtime shall be required. The department head or his/her designee will use his/her best efforts to meet with employees in advance to discuss any change in the employee's regular workday/workweek.

Section 2

Employees will be paid overtime at the rate of one and one-half (1½) times their regular rate of pay for all hours worked in excess of forty (40) hours per week. Paid vacation time, holidays and sick leave will be considered "hours worked" for purposes of determining an employee's overtime eligibility.

ARTICLE VIII
COMPENSATION

Section 1

The wage rates for members of the bargaining unit and starting pay rates for the term of this Agreement are attached hereto as Appendix A. Beginning July 1, 2010 the Town shall pay employees' wages through direct deposit to a bank account designated by the employees.

Section 2

For fire watch and private duty assignments, employees shall be offered work from a rotating list of all employees requesting such assignments. The rate of pay for these assignments shall be at one and one-half (1½) times the employee's regular hourly rate. Fire watch and private duty assignments occurring during a holiday shall be paid at two (2) times the employee's regular hourly rate. When administratively convenient full-time employees shall be offered fire watch and private duty assignments before others are offered them.

Section 3

Beginning with the second pay period in December 2005, employees will be paid wages one week in arrears.

ARTICLE IX
INSURANCE

Section 1

The Town shall provide full-time employees the right to enroll in the Town's group medical and life insurance plans. The medical insurance plan offered to bargaining unit workers shall be modified effective as soon as practical following signing of the Agreement, as set forth in Appendix B. Enrollment in the plans shall be open to all eligible employees and their eligible dependents. Effective July 1, 2010, group medical insurance benefits offered to bargaining unit employees shall be as set forth in the description of the High Deductible Health Plan attached hereto as Appendix B.

Effective July 1, 2010 employees who enroll in the Town's group medical plan shall be responsible for contributing seventeen percent (17%) of the total monthly premium costs of the health insurance coverage elected by them.

Effective July 1, 2011 employees who enroll in the Town's group medical plan shall be responsible for contributing eighteen percent (18%) of the total monthly premium costs of the health insurance coverage elected by them.

Effective July 1, 2012 employees who enroll in the Town's group medical plan shall be responsible for contributing nineteen percent (19%) of the total monthly premium costs of the health insurance coverage elected by them.

Effective for the 2010-2011 contract year, the Town shall fund seventy-five percent (75%) of the deductible.

Effective for the 2011-2012 contract year, the Town shall fund seventy percent (70%) of the deductible.

Effective for the 2012-2013 contract year, the Town shall fund sixty percent (60%) of the deductible.

Such deductible funding shall be made in two (2) equal installments on July 1 and January 1 of each contract year.

Section 2

The Town reserves the right to change carriers and to eliminate, modify or alter its group insurance programs, provided the Town agrees to provide insurance that is comparable to that which is currently in effect.

Section 3

The Town shall provide employees with term life insurance in the amount of two and one-half (2½) times the employee's base salary with double indemnity for accidental and work-related deaths, as defined by the terms of the Town's insurance policy.

ARTICLE X
VACATION

Section 1

Full-time employees shall earn and accrue vacation time in accordance with the following schedule based upon the employee's years of continuous full-time service:

<u>Length of Continuous Full-Time Service</u>	<u>Vacation Accrual Annual (Monthly)</u>
After 1 year	10 days (.83 days) (5 days of which may be taken after completing 6 months of service)
After 5 years	15 days (1.25 days)
After 10 years	20 days (1.66 days)

Employees will accrue vacation on a monthly basis at the rate determined by their length of continuous full-time service.

Section 2

The time for taking vacations must be approved in advance by the department head or his/her designee. In deciding whether to approve an employee's request for vacation, the department head or his/her designee shall take into consideration the needs of the Town and the wishes of the employee. The procedure by which employees have requested vacation in the past shall be continued under this Agreement.

Section 3

An employee may carry over a maximum of five (5) earned vacation days from one year to the next and shall be allowed to accumulate vacation leave up to the following maximum limits based upon the employee's length of continuous full-time service:

<u>Length of Service</u>	<u># of Accumulated Days</u>
Up to 5 years of service	15 days
After 5 years of service	20 days
After 10 years of service	25 days
After 15 years of service	30 days

Section 4

The Town will not pay employees wages in lieu of vacation. Therefore all unused vacation in excess of the carryover limits shall be lost. Notwithstanding the above, if an employee, who has requested to take vacation near the end of the year is later denied the opportunity to do so by the department head for business reasons, the employee shall be permitted to carry over any vacation time which such employee was prohibited by the Town from taking.

ARTICLE XI
HOLIDAYS

Section 1

Full-time employees shall observe the following paid holidays:

New Year's Day	Thanksgiving Day
Good Friday	Friday following Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	Labor Day

Holidays shall occur during the period of 12:00 a.m. to 12:00 p.m. on the day observed by the Town as the holiday. In addition, full-time employees shall earn five (5) floating holidays which will be scheduled on an individual basis with prior notice to and approval by the Department Head. Such days must be taken in full or half day increments. Further, employees who are required to work on Martin Luther King, Jr. Day, Presidents Day, Columbus Day or Veterans Day shall be paid at the rate of one and one-half (1½) times their regular rate of pay for all hours worked on such days.

Section 2

When the holiday falls on a Saturday, generally it will be observed on the preceding Friday unless otherwise determined by the Town. When the holiday falls on a Sunday, generally it will be observed on the following Monday unless otherwise determined by the Town. The floating holiday must be scheduled with advance notice to and approval of the department head. Floating holidays may not be carried over into a succeeding year, but must be taken within the calendar year or lost. Notwithstanding the above, if an employee, who has requested to take a floating holiday near the end of the year is later denied the opportunity to do so by the department head for business reasons, the employee shall be permitted to carry over the floating holiday time which such employee was prohibited by the Town from taking.

Section 3

In order to be eligible for a holiday off with pay (holiday pay), an employee must be at work or on approved sick leave, vacation or other leave with pay on the days immediately preceding and following the day on which the holiday is observed. Holiday pay is granted to employees for holidays listed above during which the employee would normally have been scheduled to work and would have been available for work.

Section 4

If an employee is required to work on any of the holidays referenced above, the employee shall be paid at the rate of one and one-half times his regular rate of pay for all hours worked and, in addition, shall receive holiday pay.

ARTICLE XII LEAVE PROVISIONS

Section 1

Full-time employees shall accrue paid sick leave at the rate of one and one-quarter ($1\frac{1}{4}$) days for each month of full-time service with the Town. Unused sick leave may be accumulated to a maximum of one hundred and eighty (180) days.

Section 2

Sick leave is defined as the authorized absence from duty with pay for any of the following reasons:

- a. Personal illness, physical incapacity or bodily injury or disease.
- b. Enforced quarantine in accordance with public health regulations.

- c. Illness or physical incapacity in the employee's immediate family, as defined in Section 7 of this Article, requiring his/her personal attention resulting from causes beyond control up to a maximum of three (3) days per year.

Employees shall be permitted to use sick leave in one-quarter day increments, which employees may use to meet medical and dental appointments which cannot be reasonably scheduled outside normal working hours.

Section 3

A medical certificate acceptable to the Town may be required for any absence of three (3) consecutive working days or more or in the event of frequent or habitual absences as determined by the department head.

Section 4

An employee, upon separation from Town employment in good standing, shall receive on the basis of his/her current wages, compensation for any of his unused accumulated sick leave to a maximum of one hundred and eighty (180) days at the rate of ten dollars (\$10.00) per day.

Section 5

The Town shall allow eligible employees leaves of absence without pay as required by the federal Family and Medical Leave Act of 1993 which allows qualified employees up to twelve (12) weeks of leave in any twelve (12) month period. Employees must first exhaust all paid leave benefits (i.e. vacation and sick leave) before becoming eligible to utilize unpaid leave. Such paid leave will be credited against the employee's eligible leave under the Family and Medical Leave Act of 1993.

Section 6

Except as otherwise required by law, while on unpaid leaves of absence employees shall be required to pay the full cost of their health insurance benefits for themselves and their eligible dependents during the period of the unpaid leave.

Section 7

Full-time employees are eligible to receive up to a maximum of three (3) days off in the event of death in the employee's immediate family, to be taken within one (1) week of the death, except that the department head may deviate from this requirement in the event of unusual circumstances. Immediate family includes and is limited to the employee's current spouse, mother, step-mother, father, step-father, mother-in-law, father-in-law, grandparent, brother, sister, child, step-child, daughter-in-law, son-in-law or grandchild.

Section 8

Full-time employees shall be provided up to three (3) paid personal days off annually on their anniversary date for unforeseen or emergency circumstances which require the employee to miss work as well as to attend matters of a personal nature which cannot be accomplished during non-working hours. Examples of the latter include religious observances, ethnic holidays and other events of a personal nature which cannot be taken care of outside of regular business hours. Personal days may not be used to extend scheduled vacations. During their first year of employment full-time employees shall be provided with up to two (2) paid personal days. Full-time employees shall not be permitted to take personal days until they complete four (4) months of employment with the Town. Written notice of a request to use a personal day must be given to the department head at least one (1) week in advance, except in emergency situations. The department head shall consider workload priorities in determining whether to approve such requests, however, full consideration shall be given to request for holidays of religious significance where reasonable accommodation is possible. Personal days must be taken and may not be carried over from year to year. Therefore, all personal days which are not taken by the employee's yearly anniversary date shall be lost. Personal days must be taken in full or half-day increments.

Section 9

The employees will be provided with any additional unpaid leave as may be required by law.

Section 10

Employees will be paid for time spent on jury duty in accordance with the requirements of the law.

ARTICLE XIII LAYOFFS

Section 1

No employee shall accrue seniority until he/she has completed his/her probationary period of employment. The probationary period for all new employees shall be one (1) full year, during which time the employees shall have no seniority rights. An employee may be disciplined up to and including termination of employment during the probationary period for any lawful reason and shall have no recourse to the grievance procedure provided for in this Agreement. Upon satisfactory completion of the probationary period, the employee's seniority shall become effective from the date of hire.

Section 2

In the event the Town reduces the bargaining unit workforce, it shall choose a position or positions for elimination. Employees in the position(s) chosen for elimination shall be laid off in adverse order of seniority.

ARTICLE XIV MANAGEMENT RIGHTS

Except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, and/or Connecticut General Statutes, the Town has and will continue to retain, whether exercised or not, all 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, and/or Connecticut General Statutes, it shall have the sole and unquestioned right, responsibility and prerogative of management of the affairs of the Town 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 purpose of the Town;
- b. To establish or continue policies, practices and procedures for the conduct of Town business and, from time to time, to change or abolish such policies, practices or procedures;
- c. To discontinue processes or operations or to discontinue their performance by employees;
- d. To select and to determine the number and types of employees required to perform the Town's operations;
- e. To employ, transfer, promote or demote employees, or to lay off, discipline, suspend, terminate, furlough or otherwise relieve employees from duty for lack of work or other legitimate reasons, provided that no employee may be disciplined except for just cause;
- f. To prescribe and enforce reasonable rules and regulations provided such rules and regulations are made known to employees affected by them, including but not limited to prescribing rules for the maintenance of discipline and for the performance of work in accordance with the requirements of the Town; except that rules and regulations that affect wages, hours and conditions of employment shall be negotiated with the Union when and as required by the Municipal Employee Relations Act.

- g. To establish contracts or subcontracts for any of the Town's operations, provided that this right shall not be used for the purpose or intention of undermining the Union or of discriminating against its members. All work customarily performed by employees of the bargaining unit shall continue to be so performed unless the Town can show that it can be done more economically or expeditiously otherwise;
- h. To create job specifications and revise existing job specifications as deemed necessary and to ensure that related duties connected with departmental operations, whether enumerated in job descriptions or not, shall be performed by employees provided that, upon requested, the Town agrees to negotiate with the Union regarding any significant impact which any such change may have on employees' wages, hours or other terms of employment;
- i. To take any action which the Town reasonably believes is necessary to comply with any legal requirement regardless of the restrictions imposed by any terms and conditions of this Agreement.

ARTICLE XV MISCELLANEOUS

Section 1

The Town will provide employees with OSHA-approved uniforms and other protective equipment as deemed necessary provided that employees who are provided with uniforms shall be required to wear such uniforms and equipment during working hours unless otherwise agreed by the Town. Employees shall not be permitted to wear Town-issued uniforms during non-working hours. Tolland Fire Department jackets shall not be considered uniforms for the purpose of this prohibition on wearing uniforms during non-working hours. The Town also will provide employees with daytime uniforms in accordance with the prior practice.

Section 2

An employee shall be provided with a copy of all material that is critical of the employee's performance and is placed in his/her personnel file. The employee shall be required to sign such material. The employee's refusal to sign such material shall be grounds for further disciplinary action. The signing of such material shall not be construed as agreement with the material but only an indication of receipt and review thereof. The employee shall have the opportunity to comment in writing on such material. In the event that the employee chooses to comment in writing, such comments shall be attached to the material. An employee shall be permitted to examine and copy any material in his/her personnel file provided that, except for disciplinary records, the

employee shall be responsible for reimbursing the Town for the reasonable cost of copying. Upon presentation of written authorization by an employee, a Union steward or a representative of the Union may have access to an employee's personnel file.

Section 3

If any article or section of this Agreement is declared invalid for any reason, such declaration of invalidity shall not effect the other articles or sections or portions thereof which shall be valid.

Section 4

The Town shall provide each employee with a written copy of this Agreement. The Town also shall provide the Union with one electronic copy of this Agreement.

Section 5

All employees of the bargaining unit shall be required to maintain their Fire Fighter I and EMT-D certifications. All time spent by employees in mandatory training sessions shall be considered working time. Employees who travel using their personal vehicles for mandatory training shall be reimbursed at the applicable IRS rate.

Section 6

Employees in the bargaining unit are required to obtain and maintain their certifications in the following areas:

- a. Liquefied petroleum gas emergency;
- b. Incident command system;
- c. Aerial tactical considerations and stabilization;
- d. Interspiro maintenance;
- e. Any other certifications as may be required by law.

Section 7

The Town shall be responsible for the costs of tuition, books, and any approved study materials that may be required for any training that is required by the Town.

Section 8

To the extent that the Chief determines that work requirements allow, employees shall be permitted to work out at the physical fitness facility during regular work hours without

loss of pay, provided that, at all times, employees shall be available to respond to emergencies. The Chief's determination as to whether work requirements allow shall not be grievable.

ARTICLE XVI
PENSION

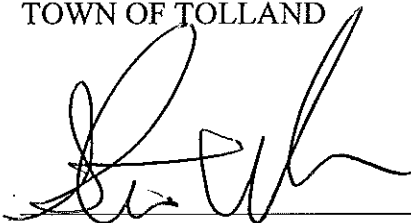
Full-time employees shall remain eligible for benefits pursuant to the terms of the current Town Employee Pension Plan in effect and subject to the same terms and conditions required by the Plan, as such Plan may be amended from time to time by the Town.

ARTICLE XVII
DURATION

Except as otherwise provided herein, this Agreement shall be effective upon signing and shall remain in effect through June 30, 2013. This Agreement shall be renewed automatically from one year to the next thereafter unless either party notifies the other in writing not more than one hundred eighty (180) days or less than one hundred twenty (120) days prior to the termination date that such party desires to modify this Agreement.

The parties have reached this Agreement as of this 28th day of July, 2010.

TOWN OF TOLLAND



INTERNATIONAL ASSOCIATION OF
FIRE FIGHTERS, AFL-CIO, LOCAL 3954



APPENDIX A

FIRE FIGHTER/EMT WAGE RATES

<u>Employee</u>	<u>10-11 Rate</u>	<u>11-12 Rate</u>	<u>12-13 Rate</u>
Carlson	22.75	23.09	23.55
Duval	22.68	23.02	23.48
Pasek	17.57	17.83	18.19
Morrison	18.99	19.27	19.65
Szemreylo	18.49	18.77	19.14
Wellings	17.57	17.83	18.19
Starting Rate	17.10	17.36	17.71

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MEDICAL PLAN BENEFIT DESCRIPTION

SUMMARY OF BENEFITS

Your CIGNA Choice FundSM Health Savings Account-Open Access Plus plan



CIGNA HealthCare

Features that Add Value

- **CIGNA Choice Fund** combines conventional health coverage with a savings account and other investment options to help you pay for the cost of your health care services. See the next page for more information.
- Your plan offers the convenience of referral-free access to doctors, and the option to select a personal Primary Care Physician (PCP), as your source for routine care and guidance when you need specialized care. As your needs change, so may your choice of doctors. That's why you can change your PCP for any reason.
- The CIGNA HealthCare 24-Hour Health Information LineSM connects you to trained nurses and a library of hundreds of recorded programs on important health topics 24 hours a day, seven days a week, from anywhere in the U.S.
- **CIGNA Healthy Rewards[®]** includes special offers on programs and services designed to enhance your health and wellness. Just call 1.800.870.3470 or visit our web site at www.cigna.com.
- Prescription drug coverage is a part of your plan. With national and independent pharmacies participating across the country, you can have your prescription filled wherever you go. CIGNA Tel-Drug gives you quick, convenient delivery of your medications right to your home.
- **CIGNA Behavioral Advantage** emphasizes the mind-body connection. The program provides support from medical and mental health case managers, as well as a number of tools and resources, to help you take control of your health and wellness.

Quality Service Is Part of Quality Care

- Service is at the heart of everything we do. Our goal is to give you: fast, accurate answers; responsive, courteous and professional assistance; and ease and convenience in finding the information you need to manage your health.
- www.cigna.com – Visit our Interactive Web site to learn more about your plan and get health information, 24 hours a day. Once you enroll, register for myCIGNA.com, our convenient, secure website that combines helpful easy-to-use tools with personalized benefits information to help you make the most of your plan.
- **We Speak Many LanguagesSM**. We offer Language Line Services so that you can talk with us in 150 different languages. Just call Customer Service, and ask for an interpreter to assist you.

It's Your Health

When you choose CIGNA HealthCare, you can take advantage of our health and wellness programs

- We encourage you to use a PCP as a valuable resource and personal health advocate.
- Preventive care services for every covered family member.
- **CIGNA Well Informed** provides members with customized medical and wellness information to help them make healthier choices, better understand a diagnosis or treatment, and manage their health. The program includes personalized letters and other educational information to help you improve your health. Only you, your doctor and CIGNA have access to this information.
- **CIGNA Well-Aware for Better Health[®]** can help you manage certain chronic conditions.
- **CIGNA Healthy Pregnancies, Healthy Babies[®]** is designed to help prevent complications during pregnancy and improve the chances for healthy pregnancies and deliveries. The program aims to identify expectant mothers with risk factors, and help them lower their risk of complications with patient education, wellness programs and targeted support from nurse case managers.
- The **CIGNA Comprehensive Oncology ProgramSM** promotes cancer prevention and early detection through personalized care management, educational tools, benefit counseling, and other resources.

You Can Depend on CIGNA HealthCare

- Quality comes first. We select "participating providers" carefully. And we make sure you have a wide range of doctors to choose from.
- Emergency and urgent care are covered wherever you go, worldwide, 24 hours a day. Urgent care centers can take care of your urgent care needs, and your cost is lower.

It's Your Choice

- When you visit network providers, you get access to quality care at the lowest out-of-pocket costs available under your plan. Your plan also offers the freedom to choose the providers you prefer — even if they aren't part of the network. Your benefits are the highest when you see "participating providers", but you're still covered for visits to other providers. Participating providers charge a discounted rate for CIGNA members. If you use a non-network provider, the provider may bill you for the difference between the billed charge and the allowed amount under your benefit plan, in addition to applicable (higher than in-network) deductibles and coinsurance amounts.

For Employees of Town of Tolland (HSA)

HSA-OAP - CT

HOW YOUR CIGNA CHOICE FUND HEALTH SAVINGS ACCOUNT WORKS

This product combines traditional medical coverage with a savings account and investment options. Both you and your employer can make tax-free contributions to the savings account up to federal limits.

For 2008, your annual contribution is limited to \$2,900 for individuals and \$5,800 for families.
 For 2009, your annual contribution is limited to \$3,000 for individuals and \$5,950 for families.
 Limits for future years will be set by the IRS.

If you are age 55 or older, and not enrolled in Medicare, you may make an additional contribution of up to \$900 to your HSA in 2008 and \$1,000 in 2009 and later years until you are age 65. Please consult with your tax advisor for further information.

Maximum contributions are based upon maintaining enrollment in a qualified HSA medical plan on the 1st of the month for 12 months of the contract year. For enrollment less than 12 months, you may not be eligible for the maximum contribution. Please consult your tax advisor.

HSA dollars can be used to reimburse yourself for qualified healthcare expenses incurred by you, your spouse or eligible dependents. Qualified expenses include medical, dental and vision expenses as defined under Section 213(d) of the tax code and include expenses that are not covered by your HSA qualified medical plan. Qualified dependents are children, siblings, parents and others who are considered an exemption under Section 152 of the tax code.

Any dollars remaining in your savings account at the end of the year carry over to the next year. If you change employers or retire, you may take any dollars in your savings account with you.

The plan deductible is the portion of covered medical and pharmacy expenses that you pay before your plan will begin to cover healthcare expenses. Only covered services count toward the plan deductible. Once your plan deductible has been met, your plan begins providing coverage for eligible services as described below. All covered expenses (including those expenses applied to the plan deductible) benefit from CIGNA HealthCare negotiated discounts with participating providers and pharmacies.

You can choose how you pay for medical expenses that are submitted through your qualified HSA medical plan:

- You may pay for medical expenses on a claim-by-claim basis using the debit card or checkbook that come with your HSA.
- You may choose the auto claim forwarding feature, where your qualified out-of-pocket costs are paid directly from your savings account by CIGNA HealthCare. (Note that the auto claim forwarding feature is not available for pharmacy expenses and in most situations is not available to mental health and substance abuse claims. To access HSA funds for these expenses, you will need to use your HSA debit card or HSA account checks.)
- You may choose to cover your expenses using your own personal funds. This allows you to save your HSA dollars for future years.

Health Savings Account	Employee	Family
<i>Employer Contribution</i>	\$1,125	\$2,250

BENEFIT HIGHLIGHTS

IN-NETWORK

OUT-OF-NETWORK

<p>Contract Year Combined Medical and CIGNA Pharmacy Deductible – Collective Family Deductible: All family members contribute towards the family deductible. An individual cannot have claims covered under the plan coinsurance until the total family deductible has been satisfied.</p>		
<p>Individual (employee only; no covered dependents) Family Maximum (employee+family)</p>	<p>Maximums Cross Accumulate \$1,500 \$3,000</p>	<p>Maximums Cross Accumulate \$1,500 \$3,000</p>
<p>Contract Year Combined Medical and CIGNA Pharmacy Out-of-Pocket Maximum – Collective Family Out-of-Pocket Maximum : All family members contribute towards the family out-of-pocket maximum. An individual cannot have claims covered at 100% until the total family out-of-pocket maximum has been satisfied.</p>		
<p>Individual (employee only; no covered dependents) Family Maximum (employee+family)</p>	<p>Maximums Cross Accumulate Includes Plan Deductible \$1,500 \$3,000</p>	<p>Maximums Cross Accumulate Includes Plan Deductible \$3,000 \$6,000</p>
<p>Coinsurance</p>	<p>CIGNA HealthCare pays 100% of eligible charges. You pay 0% of charges after plan deductible.</p>	<p>CIGNA HealthCare pays 80% of eligible charges. You pay 20% of charges after plan deductible.</p>
<p>Precertification -Inpatient – PHS (required for all inpatient admissions)</p>	<p>Coordinated by your physician</p>	<p>Participant must obtain approval for inpatient admission; subject to penalty/reduction or denial for non-compliance</p>
<p>Lifetime Maximum (combined Medical and CIGNA Pharmacy) Note: The plan's lifetime maximum will also be combined for medical and pharmacy.</p>	<p>Unlimited</p>	<p>\$1,000,000#</p>
<p>Pre-existing Condition Limitation</p>	<p>No</p>	<p>No</p>
<p>Physician Services Primary Care Physician (PCP) Office Visit</p>	<p>No charge* per office visit</p>	<p>20% of charges**</p>
<p>Specialty Physician Office Visit Consultant and Referral Physician Services</p>	<p>No charge* per office visit</p>	<p>20% of charges**</p>
<p>Allergy Treatment/Injections - PCP or Specialty Physician Allergy Serum (dispensed by physician in office) Second Opinion Consultations (provided on voluntary basis) Surgery Performed in the Physician's Office- PCP or Specialty Physician</p>	<p>No charge* No charge* No charge* No charge*</p>	<p>20% of charges** 20% of charges** 20% of charges** 20% of charges**</p>
<p>Preventive Care Routine Preventive Care -- Well Baby Care, Well Child Care and Adult Preventive Care</p>	<p>No charge, no plan deductible</p>	<p>20% of charges**</p>
<p>Immunizations (including travel related) Preventive Care Maximum: Unlimited maximum per contract year#</p>	<p>No charge, no plan deductible</p>	<p>20% of charges**</p>
<p>Routine Mammograms, PSA, Pap Test</p>	<p>No charge, no plan deductible</p>	<p>20% of charges**</p>
<p>Inpatient Hospital Services including: Semi-Private Room and Board Diagnostic/Therapeutic Lab and X-ray Drugs and Medication Operating and Recovery Room Radiation Therapy and Chemotherapy Anesthesia and Inhalation Therapy MRIs, MRAs, CAT Scans, PET Scans, etc.</p>	<p>No charge*</p>	<p>20% of charges** Precertification required</p>
<p>Inpatient Hospital Doctor's Visits/Consultations Inpatient Hospital Professional Services</p>	<p>No charge* No charge*</p>	<p>20% of charges** 20% of charges**</p>

BENEFIT HIGHLIGHTS	IN-NETWORK	OUT-OF-NETWORK
Outpatient Facility Services <i>Operating Room, Recovery Room, Procedure Room and Treatment Room including:</i> <i>Diagnostic/Therapeutic Lab and X-rays</i> <i>Anesthesia and Inhalation Therapy</i> Physician and Outpatient Professional Services	No charge*	20% of charges**
Laboratory and Radiology Services (includes preadmission testing) Physician's Office Outpatient Hospital Facility Emergency Room/Urgent Care Facility (billed by facility as part of the Emergency Room/Urgent Care visit) Independent X-Ray and/or Lab Facility Independent X-Ray and/or Lab Facility (in conjunction with an Emergency Room visit)	No charge* No charge* No charge* No charge* No charge*	20% of charges** 20% of charges** No charge*; except if not a true emergency, then 20% of charges** 20% of charges** No charge*
Advanced Radiological Imaging (MRIs, MRAs, CAT Scans, PET Scans, etc.) <i>(Per CT state mandates, the scan copayment has an annual cap amount which is not outlined in the employee benefit summary)</i> Outpatient Facility Emergency Room/Urgent Care Facility (billed by facility as part of the Emergency Room/Urgent Care visit) Physician's Office	No charge* No charge* No charge*	20% of charges** No charge*; except if not a true emergency, then 20% of charges** 20% of charges**
Short-Term Rehabilitative Therapy and Chiropractic Services – (includes physical, speech, occupational, chiropractic, pulmonary rehab & cognitive therapy) Unlimited days maximum per contract year# for all therapies combined Outpatient Cardiac Rehabilitation Unlimited days maximum per contract year#	No charge* No charge* No charge*	20% of charges** 20% of charges**
Emergency and Urgent Care Services Physician's Office – PCP or Specialty Physician Hospital Emergency Room Outpatient Professional Services (Radiology, Pathology and Emergency Room Physician) Urgent Care Facility, Outpatient Facility or walk-in center Ambulance	No charge* No charge* No charge* No charge* No charge*	Care will be provided at in-network levels if it meets the "prudent layperson" definition of an emergency. Otherwise 20% of charges**
Maternity Care Services Initial Office Visit to Confirm Pregnancy All subsequent Prenatal Visits, Postnatal Visits and Physician's Delivery Charges (total maternity fee) Office Visits not included in the total maternity fee performed by OB or Specialty Physician Delivery - Facility (Inpatient Hospital/Birthing Center Charges)	No charge* No charge* No charge* No charge*	20% of charges** 20% of charges** 20% of charges** 20% of charges** Precertification required

BENEFIT HIGHLIGHTS	IN-NETWORK	OUT-OF-NETWORK
<i>Inpatient Services at Other Health Care Facilities Skilled Nursing, Rehabilitation and Sub-Acute Facilities</i> 180 days maximum per contract year# combined for all facilities listed	No charge*	20% of charges**
<i>Home Health Services - Includes outpatient private duty nursing when approved as medically necessary, includes in-home hospice care</i> Unlimited days maximum per contract year#; 16 hour maximum per day#	No charge*	\$50 deductible plus 20% of charges
<i>Family Planning Services Office Visits (lab & radiology tests, counseling)</i> <i>Vasectomy/Tubal Ligation (excludes reversals) Inpatient Facility</i> <i>Outpatient Facility Services Physician's Services – Inpatient or Outpatient Physician's Office</i>	No charge* No charge* No charge* No charge* No charge*	20% of charges** 20% of charges** Precertification required 20% of charges** 20% of charges** 20% of charges**
<i>Infertility Services Office Visit (lab & radiology tests, counseling) -- PCP or Specialty Physician</i> <i>Treatment/Surgery (includes artificial insemination, in-vitro fertilization, GIFT, ZIFT, etc.) Subject to the following maximums: Four cycles of ovulation induction per lifetime. Three cycles of intrauterine insemination per lifetime. Two cycles of low tubal ovum transfer, IVF, GIFT, and/or ZIFT per lifetime, with not more than two transfers per cycle.</i> <i>Inpatient Facility</i> <i>Outpatient Facility Services Physician's Services – Inpatient or Outpatient Lifetime Maximum: Unlimited#</i>	No charge* No charge* No charge* No charge*	20% of charges** 20% of charges** Precertification required 20% of charges** 20% of charges**
<i>TMJ – Surgical and Non-surgical</i>	Not Covered	Not Covered
<i>Mental Health Inpatient – Unlimited day maximum per contract year</i> <i>Outpatient Individual – Unlimited visits maximum per contract year</i> <i>Group Therapy Mental Health – combined maximum with Outpatient Individual Mental Health services based on a ratio of 1:1</i> <i>Intensive Outpatient Mental Health – Unlimited program maximum per contract year# based on a ratio of 1:1 with outpatient Mental Health visits</i>	No charge* No charge* No charge* No charge*	20% of charges** Precertification required 20% of charges** 20% of charges** 20% of charges**

BENEFIT HIGHLIGHTS	IN-NETWORK	OUT-OF-NETWORK
<i>Substance Abuse</i> <i>Inpatient – Unlimited days maximum per contract year</i>	No charge*	20% of charges** Precertification required
<i>Outpatient Individual –</i> <i>Unlimited visits maximum per contract year</i>	No charge*	20% of charges**
<i>Intensive Outpatient Substance Abuse – Unlimited program</i> <i>maximum per contract year# based on a ratio of 1:1 with</i> <i>outpatient Substance Abuse visits</i>	No charge*	20% of charges**
<i>Durable Medical Equipment</i> \$1,000 maximum per contract year# <i>(Note: Diabetes equipment and supplies do not apply to the</i> <i>dollar maximum)</i>	No charge*	20% of charges**
<i>External Prosthetic Appliances</i> \$1,000 maximum per contract year# <i>(Note: Diabetic equipment and appliances do not apply to</i> <i>the dollar maximum)</i>	No charge*	20% of charges**
<i>Prescription Drugs</i> <i>Includes Diabetic supplies- i.e, lancets, test strips, syringes</i> <i>and Insulin</i> <i>CIGNA Pharmacy Retail Drug Program</i> <i>Generic Drugs for 30-day supply</i> <i>Brand Name Drugs for 30-day supply</i> <i>CIGNA Tel-Drug Mail Order Drug Program</i> <i>Generic Drugs for 90-day supply</i> <i>Brand Name Drugs for 90-day supply</i>	No charge per prescription/refill, after plan deductible No charge after plan deductible No charge after plan deductible No charge after plan deductible No charge after plan deductible	20% of charges for generic drugs, after plan deductible 20% of charges for generic drugs, after plan deductible 20% of charges for brand name drugs, after plan deductible Covered in-network only Covered in-network only

Footnotes

* Services are subject to contract year deductible.

** Out-of-network services are subject to the contract year deductible and maximum reimbursable charge limitations. Providers may bill the member the difference between their billed charge and the maximum reimbursable charge as determined by the benefit plan.

In-network and out-of-network services apply to the same treatment or dollar maximum.

Regarding In-Network and Out-of-Network Services:

- Once the plan's out-of-pocket maximum is reached, the plan pays 100% of eligible charges for the remainder of the plan year, including Mental Health and Substance Abuse benefits.

Regarding In-Network Services:

- All services must be provided by one of the participating providers on our list in order to be covered.

Regarding Out-of-Network Services:

- Your out-of-pocket costs will be higher than with a participating provider.
- All out-of-network hospital admissions must be precertified and are subject to Continued Stay Review (CSR). A penalty of 50% up to \$500 applies to admissions which are not precertified. Non-approved admissions/days result in denial of benefits. The precertification penalty or cost of denied benefits does not apply to deductible or out-of-pocket maximum.

Case Management

Coordinated by CIGNA HealthCare. This is a service designed to provide assistance to a patient who is at risk of developing medical complexities or for whom a health incident has precipitated a need for rehabilitation or additional health care support. The program strives to attain a balance between quality and cost effective care while maximizing the patient's quality of life.

Benefit Exclusions

These are examples of the exclusions in your plan. The complete list of exclusions is provided in your Certificate or Summary Plan Description. To the extent there may be differences, the terms of the Certificate or Summary Plan Description control.

1. Any service or supply not described as covered in the Covered Expenses section of the plan.
2. Any medical service or device that is not medically necessary.
3. Treatment of an illness or injury which is due to war or care for military service disabilities treatable through governmental services.
4. Any services and supplies for or in connection with experimental, investigational or unproven services.
5. Treatment of TMJ disorder; however medically necessary treatment for craniocacral disorders is covered.
6. Dental treatment of the teeth, gums or structures directly supporting the teeth, however, charges made for services or supplies provided for or in connection with an accidental injury to sound natural teeth are covered provided a continuous course of dental treatment is started within 6 months of the accident.

Benefit Exclusions-Continued:

7. Medical and surgical services, initial and repeat, intended for the treatment or control of obesity, including clinically severe (morbid) obesity, including: medical and surgical services to alter appearances or physical changes that are the result of any surgery performed for the management of obesity or clinically severe (morbid) obesity; and weight loss programs or treatments, whether prescribed or recommended by a physician or under medical supervision.
8. Unless otherwise covered as a basic benefit, reports, evaluations, physical examinations, or hospitalization not required for health reasons, including but not limited to employment, insurance or government licenses, and court ordered, forensic, or custodial evaluations.
9. Court ordered treatment or hospitalizations.
10. Infertility donor services and charges.
11. Any services, supplies, medications or drugs for the treatment of male or female sexual dysfunction.
12. Medical and hospital care and costs for the child of a Dependent, unless this infant child is otherwise eligible under the plan.
13. Therapy or treatment intended primarily to improve or maintain general physical condition or for the purpose of enhancing job, school, athletic or recreational performance.
14. Consumable medical supplies, medically necessary appliances and supplies such as collection devices, irrigation equipment and supplies, skin barriers and skin protectors which are related to an ostomy, colostomy, ileostomy or urostomy surgery and urinary catheters.
15. Private hospital rooms and/or private duty nursing except as provided under the Home Health Services provision.
16. Artificial aids, including but not limited to hearing aids for insureds 13 years of age or older, semi-implantable hearing devices, audiant bone conductors, bone anchored hearing aids, corrective orthopedic shoes, arch supports, elastic stockings, garter belts, corsets, dentures and wigs (other than wigs prescribed by an oncologist for an insured being treated for cancer).
17. Eyeglass lenses and frames and contact lenses (except for the first pair of contact lenses for treatment of keratoconus or postcataract surgery).
18. Routine refraction, eye exercises and surgical treatment for the correction of a refractive error, including radial keratotomy.
19. Non-prescription drugs and investigational and experimental drugs, except as provided in the plan.
20. Routine foot care, however, services associated with foot care for diabetes and peripheral vascular disease are covered when medically necessary.
21. Genetic screening or pre-implantation genetic screening.
22. Fees associated with the collection or donation of blood or blood products.
23. Cost of biologicals to protect against occupational hazards and risks, other than travel related immunizations.
24. All nutritional supplements and formulae are excluded, except infant formula needed for the treatment of inborn errors of metabolism or cystic fibrosis, and medically necessary specialized infant formulas.
25. Services for or in connection with an injury or illness arising out of, or in the course of, any employment for wage or profit.
26. Expenses incurred for medical treatment when payment is denied by the primary plan because treatment was not received from a participating provider of the primary plan.
27. The following services are excluded from coverage regardless of clinical indications: Massage Therapy; Cosmetic Surgery and Therapies; Macromastia or Gynecomastia Surgeries; Surgical Treatment of Varicose Veins; Abdominoplasty/Panniculectomy; Rhinoplasty; Blepharoplasty; Redundant Skin Surgery; Removal of Skin Tags; Acupressure; Craniosacral/cranial therapy; Dance Therapy, Movement Therapy; Applied Kinesiology; Rolffing; Prolotherapy; Transsexual Surgery; Non-medical counseling or ancillary services; Assistance in the activities of daily living; Cosmetics; Personal or Comfort Items; Dietary Supplements; Health and Beauty Aids; Aids or devices that assist with non-verbal communications; Treatment by Acupuncture; Dental implants for any condition; Telephone Consultations; E-mail & Internet Consultations; Telemedicine; Health Club Membership fees; Weight Loss Program fees; Smoking Cessation Program fees; Reversal of male and female voluntary sterilization procedures; and Extracorporeal Shock Wave Lithotripsy for musculoskeletal and orthopedic conditions.

These Are Only the Highlights

As you can see, the plan is designed to combine in-depth coverage with cost-effective prices. This summary contains highlights only and is subject to change. The specific terms of coverage, exclusions and limitations including legislated benefits are contained in the Summary Plan Description or Insurance Certificate. This plan is insured and/or administered by Connecticut General Life Insurance Company, a CIGNA Company.

"CIGNA HealthCare" refers to various operating subsidiaries of CIGNA Corporation. Products and services are provided by these subsidiaries and not by CIGNA Corporation. These subsidiaries include Connecticut General Life Insurance Company, Tel-Drug, Inc. and its affiliates, CIGNA Behavioral Health, Inc., Intracorp, and HMO or service company subsidiaries of CIGNA Health Corporation and CIGNA Dental Health, Inc.

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