

COLLECTIVE BARGAINING AGREEMENT

between

TOWN OF TOLLAND

and

LOCAL 3954

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

AFL-CIO

July 1, 2016 - June 30, 2020

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	18

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. 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. Effective upon execution of this Agreement bargaining unit members working private/extra duty assignments shall be paid the number of hours actually worked, or a minimum of four (4) hours, whichever is greater, at one and one-half (1½) times the employee's regular hourly rate. Bargaining unit members working private/extra duty assignments for the Tolland Board of Education shall be paid the number of hours actually worked, or a minimum of two (2) hours, whichever is greater, 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

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. Enrollment in the plans shall be open to all eligible employees and their eligible dependents. 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 for the duration of this Agreement, employees who enroll in the Town's group medical plan shall be responsible for contributing twenty-one percent (21%) of the total monthly premium costs of the health insurance coverage elected by them.

Effective for the duration of this Agreement, the Town shall fund forty-five percent (45%) 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.

Section 4

The Town shall have the right to offer employees wellness program(s) and to the extent that employees and their eligible dependents (if applicable) voluntarily join the wellness program(s) offered by the Town and meet each of the eligibility requirements, the Town shall have the right to offer participating employees financial and/or other incentives for their successful participation in the program(s) offered by the Town, as such programs

may change from time to time. Before implementing any financial and/or other incentives, the Town will provide notice to the Union in advance.

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 affect 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 July 1, 2016 and shall remain in effect through June 30, 2020. 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 27 day of February, 2018.

TOWN OF TOLLAND



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



APPENDIX A

FIRE FIGHTER/EMT WAGE RATES

<u>Employee Number</u>	<u>2016-17 Rate*</u>	<u>2017-18 Rate**</u>	<u>2018-19 Rate</u>	<u>2019-20 Rate</u>
15318	24.76	25.60	27.01	28.49
21399	22.02	22.78	24.03	25.35
23833	21.70	22.44	23.67	24.98
24018	21.70	22.44	23.67	24.98
23974	21.70	22.44	23.67	24.98
23885	21.70	22.44	23.67	24.98
Starting Rate - Fire Fighter	21.70	22.44	23.67	24.98
Starting Rate - Captain	NA	27.56	29.08	30.68

* Effective and retroactive to July 1, 2016

**Effective and retroactive to February 13, 2018 for Fire Fighter(s)

APPENDIX B

MEDICAL PLAN BENEFIT DESCRIPTION

Eastern Connecticut Health Insurance Program (ECHIP): Choice Fund Open Access Plus HSA

Coverage Period: 07/01/2015 - 06/30/2016

Coverage for: Individual/Individual + Family | Plan Type: OAP

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

This is only a summary. If you want more detail about your coverage and costs, you can get the complete terms in the policy or plan document at www.myCigna.com or by calling 1-800-Cigna24

Important Questions	Answers	Why this Matters
What is the overall deductible?	For in-network providers \$1,500 person / \$3,000 family For out-of-network providers \$1,500 person / \$3,000 family Deductible per person applies when the employee is the only person covered under the plan. Does not apply to in-network preventive care & immunizations Amount your employer contributes to your account: Up to \$1,125 person / \$2,250 family.	You must pay all the costs up to the deductible amount before this plan begins to pay for covered services you use. Check your policy or plan document to see when the deductible starts over (usually, but not always, January 1st). See the chart starting on page 2 for how much you pay for covered services after you meet the deductible .
Are there other deductibles for specific services?	No.	You don't have to meet deductibles for specific services, but see the chart starting on page 2 for other costs for services this plan covers.
Is there an out-of-pocket limit on my expenses?	Yes. For in-network providers \$1,500 person / \$3,000 family / For out-of-network providers \$3,000 person / \$6,000 family Out-of-pocket limit for person applies when the employee is the only person covered under the plan.	The out-of-pocket limit is the most you could pay during a coverage period (usually one year) for your share of the cost of covered services. This limit helps you plan for health care expenses.
What is not included in the out-of-pocket limit?	Premium, balance-billed charges, penalties for no pre-authorization, and health care this plan doesn't cover.	Even though you pay these expenses, they don't count toward the out-of-pocket limit .
Is there an overall annual limit on what the plan pays?	No.	The chart starting on page 2 describes any limits on what the plan will pay for <i>specific</i> covered services, such as office visits.
Does this plan use a network of providers?	Yes. For a list of participating providers, see www.myCigna.com or call 1-800-Cigna24	If you use an in-network doctor or other health care provider , this plan will pay some or all of the costs of covered services. Be aware, your in-network doctor or hospital may use an out-of-network provider for some services. Plans use the term in-network, preferred , or participating for providers in their network . See the chart starting on page 2 for how this plan pays different kinds of providers .

Questions: Call 1-800-Cigna24 or visit us at www.myCigna.com.

If you aren't clear about any of the underlined terms used in this form, see the Glossary. You can view the Glossary at www.cclio.cms.gov or call 1-800-Cigna24 to request a copy.

Important Questions	Answers	Why this Matters
Do I need a referral to see a specialist?	No. You don't need a referral to see a specialist.	You can see the <u>specialist</u> you choose without permission from this plan.
Are there services this plan doesn't cover?	Yes.	Some of the services this plan doesn't cover are listed on page 5. See your policy or plan document for additional information about <u>excluded services</u> .



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

Common Medical Event	Services You May Need	Your Cost if you use an		Limitations & Exceptions
		In-Network Provider	Out-of-Network Provider	
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	No charge	20% co-insurance	none
	Specialist visit	No charge	20% co-insurance	none
	Other practitioner office visit	No charge for Chiropractor	20% co-insurance	none
	Preventive care/screening/immunization	No charge	20% co-insurance	none
If you have a test	Diagnostic test (x-ray, blood work)	No charge	20% co-insurance	none
	Imaging (CT/PET scans, MRIs)	No charge	20% co-insurance	none

Questions: Call 1-800-Cigna24 or visit us at www.myCigna.com.

If you aren't clear about any of the underlined terms used in this form, see the Glossary. You can view the Glossary at www.ccoio.cms.gov or call 1-800-Cigna24 to request a copy.

Common Medical Event	Services You May Need	Your Cost if you use an		Limitations & Exceptions
		In-Network Provider	Out-of-Network Provider	
If you need drugs to treat your illness or condition More information about <u>prescription drug coverage</u> is available at www.myCigna.com	Generic drugs	No charge after deductible (retail), No charge after deductible (home delivery)	20% co-insurance	Coverage is limited up to a 30-day supply (retail) and up to a 90-day supply (home delivery)
	Preferred brand drugs	No charge after deductible (retail), No charge after deductible (home delivery)	20% co-insurance	Coverage is limited up to a 30-day supply (retail) and up to a 90-day supply (home delivery)
	Non-preferred brand drugs	No charge after deductible (retail), No charge after deductible (home delivery)	20% co-insurance	Coverage is limited up to a 30-day supply (retail) and up to a 90-day supply (home delivery)
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	No charge	20% co-insurance	none
	Physician/surgeon fees	No charge	20% co-insurance	none
	Emergency room services	No charge	No charge	none
If you need immediate medical attention	Emergency medical transportation	No charge	No charge	none
	Urgent care	No charge	No charge	none
	Facility fee (e.g., hospital room)	No charge	20% co-insurance	Lesser of 50% of covered expenses or \$500 penalty for no precertification
If you have a hospital stay	Physician/surgeon fees	No charge	20% co-insurance	Lesser of 50% of covered expenses or \$500 penalty for no precertification

Questions: Call 1-800-Cigna24 or visit us at www.myCigna.com.

If you aren't clear about any of the underlined terms used in this form, see the Glossary. You can view the Glossary at www.cco.cms.gov or call 1-800-Cigna24 to request a copy.

Common Medical Event	Services You May Need	Your Costs (You Pay)		Limitations & Exceptions
		In-Network Provider	Out-of-Network Provider	
If you have mental health, behavioral health, or substance abuse needs	Mental/Behavioral health outpatient services	No charge	20% co-insurance	-----none-----
	Mental/Behavioral health inpatient services	No charge	20% co-insurance	Lesser of 50% of covered expenses or \$500 penalty for no precertification
	Substance use disorder outpatient services	No charge	20% co-insurance	-----none-----
	Substance use disorder inpatient services	No charge	20% co-insurance	Lesser of 50% of covered expenses or \$500 penalty for no precertification
If you are pregnant	Prenatal and postnatal care	No charge	20% co-insurance	-----none-----
	Delivery and all inpatient services	No charge	20% co-insurance	Lesser of 50% of covered expenses or \$500 penalty for no precertification
	Home health care	No charge	20% co-insurance	-----none-----
	Rehabilitation services	No charge	20% co-insurance	-----none-----
If you need help recovering or have other special health needs	Habilitation services	Not Covered	Not Covered	-----none-----
	Skilled nursing care	No charge	20% co-insurance	Lesser of 50% of covered expenses or \$500 penalty for no precertification Coverage is limited to 180 days annual max
	Durable medical equipment	No charge	20% co-insurance	-----none-----
	Hospice services	No charge	20% co-insurance	Lesser of 50% of covered expenses or \$500 penalty for no precertification inpatient hospice services.
If your child needs dental or eye care	Eye Exam	Not Covered	Not Covered	-----none-----
	Glasses	Not Covered	Not Covered	-----none-----
	Dental check-up	Not Covered	Not Covered	-----none-----

Questions: Call 1-800-Cigna24 or visit us at www.myCigna.com.

If you aren't clear about any of the underlined terms used in this form, see the Glossary. You can view the Glossary at www.ccfto.cms.gov or call 1-800-Cigna24 to request a copy.

Excluded Services & Other Covered Services

Services Your Plan Does NOT Cover (This isn't a complete list. Check your policy or plan document for other excluded services.)	
<ul style="list-style-type: none"> • Acupuncture • Bariatric surgery • Cosmetic surgery • Dental care (Adult) • Dental care (Children) • Eye care (Children) 	<ul style="list-style-type: none"> • Habilitation services • Long-term care • Non-emergency care when traveling outside the U.S. • Private-duty nursing • Routine eye care (Adult) • Routine foot care
<ul style="list-style-type: none"> • Weight loss programs 	

Other Covered Services (This isn't a complete list. Check your policy or plan document for other covered services and your costs for these services.)	
<ul style="list-style-type: none"> • Chiropractic care • Hearing aids (Children) • Infertility treatment 	

Questions: Call 1-800-Cigna24 or visit us at www.myCigna.com.

If you aren't clear about any of the underlined terms used in this form, see the Glossary. You can view the Glossary at www.ccto.cms.gov or call 1-800-Cigna24 to request a copy.

Your Rights to Continue Coverage:

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

For more information on your rights to continue coverage, contact the plan at 1-800-Cigna24. You may also contact your state insurance department, the U.S. Department of Labor, Employee Benefits Security Administration at 1-866-444-3272 or www.dol.gov/ebsa, or the U.S. Department of Health and Human Services at 1-877-267-2323 x61565 or www.ccoio.cms.gov.

Your Grievance and Appeals Rights:

If you have a complaint or are dissatisfied with a denial of coverage for claims under your plan, you may be able to appeal or file a grievance. For questions about your rights, this notice, or assistance, you can contact Cigna Customer service at 1-800-Cigna24. You may also contact the Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or www.dol.gov/ebsa/healthreform.

Does this Coverage Provide Minimum Essential Coverage?

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

Does this Coverage Meet the Minimum Value Standard?

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

Language Access Services:

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): Dine'ehgo shika at'ohwol ninislingo, kwilijgo holne' 1-800-244-6224.

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

Questions: Call 1-800-Cigna24 or visit us at www.myCigna.com.

If you aren't clear about any of the underlined terms used in this form, see the Glossary. You can view the Glossary at www.ccoio.cms.gov or call 1-800-Cigna24 to request a copy.

Coverage Examples

About these Coverage Examples:

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

This is not a cost estimator.

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

See the next page for important information about these examples. Please consider any contributions you may receive in an HRA, HSA or FSA.

Note: These numbers assume enrollment in individual-only coverage.

Having a baby (normal delivery)

- Amount owed to providers: \$7,540
- Plan pays: \$6,010
- Patient pays: \$1,530

Sample care costs:

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

Patient pays:

Deductible	\$1,500
Co-pays	\$0
Co-insurance	\$0
Limits or exclusions	\$30
Total	\$1,530

Managing type 2 diabetes

(with no complications or a well-controlled blood sugar level)

- Amount owed to providers: \$5,400
- Plan pays: \$3,620
- Patient pays: \$1,780

Sample care costs:

Prescriptions	\$2,900
Medical equipment and supplies	\$1,300
Office visits & procedures	\$700
Education	\$300
Laboratory tests	\$100
Vaccines, other preventive	\$100
Total	\$5,400

Patient pays:

Deductible	\$1,500
Co-pays	\$0
Co-insurance	\$0
Limits or exclusions	\$280
Total	\$1,780

Questions: Call 1-800-Cigna24 or visit us at www.myCigna.com.

If you aren't clear about any of the underlined terms used in this form, see the Glossary. You can view the Glossary at www.ccio.cms.gov or call 1-800-Cigna24 to request a copy.

Questions and answers about the Coverage Examples:

What are some of the assumptions behind the Coverage Examples?

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

What does a Coverage Example show?

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

Does the Coverage Example predict my own care needs?

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

Does the Coverage Example predict my future expenses?

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

Can I use Coverage Examples to compare plans?

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

Are there other costs I should consider when comparing plans?

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

Plan ID:3955874 BenefitVersion:5
Plan Name:HSFC HSF HSIC HSI Tolland Public Schools

Questions: Call 1-800-Cigna24 or visit us at www.myCigna.com. If you aren't clear about any of the underlined terms used in this form, see the Glossary. You can view the Glossary at www.ccto.cms.gov or call 1-800-Cigna24 to request a copy.