

COLLECTIVE BARGAINING AGREEMENT

between

TOWN OF TOLLAND

and

LOCAL 3954

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

AFL-CIO

July 1, 2023 - June 30, 2024

TABLE OF CONTENTS

ARTICLE I	RECOGNITION	1
ARTICLE II	UNION SECURITY	1
ARTICLE III	SENIORITY	2
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 collective bargaining unit may, from the effective date of the Agreement or within thirty (30) days from the date of their employment with the Town, either become or remain members of the Union in good standing or they may elect not to do so.

Section 2

The Union shall notify the Town in writing regarding the rates for 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 dues.

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. Any grievance not filed in accordance with the steps outlined in this Article shall be deemed waived. If at any step in the grievance procedure the Department or the Town fails to give its answer within the prescribed time, the grievance will automatically proceed to the next step unless time is extended by mutual consent in writing.

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.

Employees may exchange (swap) shifts with advance notice to, and approved by, management provided that in no case shall the Town incur added cost as a consequence of the swap.

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	Columbus Day*
Martin Luther King, Jr. Day*	Veterans' Day*
Presidents' Day*	Thanksgiving Day
Good Friday	Friday following Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	One (1) Floating Holiday*
Labor Day	

* These days become observed holidays effective July 1, 2021

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. During the period of July 1, 2020 through June 30, 2021 only, 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, during the period of July 1, 2020 through June 30, 2021 only, 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 (1¼) 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, health condition 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, or for preventive medical care for the same individuals or if the employee is a victim of family violence or sexual assault, or for another reason relating to family violence (such as to obtain services from a victim's services organization; to relocate due to violence and/or assault; or to participate in any civil or criminal proceedings relating to violence and/or assault) requiring his/her personal

attention resulting from causes beyond control up to a maximum of forty (40) hours per year.

Employees shall be permitted to use sick leave in hourly increments, which employees may use to meet medical and dental appointments which cannot be reasonably scheduled outside normal working hours. When reporting the need for sick leave, employees shall be required to call their supervisor at least eight (8) hours prior to the start of their scheduled shift.

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.

Section 11

Military leave shall be provided in accordance with legal requirements.

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, 2023 and shall remain in effect through June 30, 2024. 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 27th day of September, 2023.

TOWN OF TOLLAND

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





APPENDIX A


FIRE FIGHTER/EMT WAGE RATES

<u>Employee Number</u>	<u>2023-24 Rate*</u>
24282	27.31
24151	27.31
24018	27.31
23974	27.31
24224	27.31
23885	27.31
24222	27.31
Starting Rate - Fire Fighter	27.31
Starting Rate - Captain	33.54

* Effective and retroactive to July 1, 2023

APPENDIX B
MEDICAL PLAN BENEFIT DESCRIPTION

Summary of Benefits and Coverage: What this Plan Covers & What You Pay For Covered Services
Eastern Connecticut Health Insurance Program (ECHIP): Choice Fund Open Access Plus HSA Coverage for: Individual/Individual + Family | Plan Type: OAP
Coverage Period: 07/01/2020 - 06/30/2021

 <p>The Summary of Benefits and Coverage (SBC) document will help you choose a health <u>plan</u>. The SBC shows you how you and the <u>plan</u> would share the cost for covered health care services. NOTE: Information about the cost of this <u>plan</u> (called the <u>premium</u>) will be provided separately. This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, go online at www.cigna.com/isp. For general definitions of common terms, such as <u>allowed amount</u>, <u>balance billing</u>, <u>coinsurance</u>, <u>copayment</u>, <u>deductible</u>, <u>provider</u>, or other <u>underlined</u> terms see the Glossary. You can view the Glossary at https://www.healthcare.gov/sbc-glossary or call 1-800-Cigna24 to request a copy.</p>		
Important Questions	Answers	Why This Matters:
What is the overall <u>deductible</u> ?	<p>For <u>in-network providers</u>: \$1,500/individual - employee only or \$3,000/family maximum</p> <p>For <u>out-of-network providers</u>: \$1,500/individual - employee only or \$3,000/family maximum</p> <p>Combined medical/behavioral and pharmacy <u>deductible</u></p> <p><u>Deductible</u> per individual applies when the employee is the only individual covered under the <u>plan</u>.</p> <p>Amount your employer contributes to your account: Up to \$1,125/individual or \$2,250/family</p>	<p>Generally, you must pay all of the costs from <u>providers</u> up to the <u>deductible</u> amount before this <u>plan</u> begins to pay. If you have other family members on the policy, the overall family <u>deductible</u> must be met before the <u>plan</u> begins to pay.</p>
Are there services covered before you meet your <u>deductible</u> ?	<p>Yes. In-network <u>preventive care</u> & immunizations.</p>	<p>This <u>plan</u> covers some items and services even if you haven't yet met the <u>deductible</u> amount. But a <u>copayment</u> or <u>coinsurance</u> may apply. For example, this <u>plan</u> covers certain <u>preventive services</u> without <u>cost-sharing</u> and before you meet your <u>deductible</u>. See a list of covered <u>preventive services</u> at https://www.healthcare.gov/coverage/preventive-care-benefits/.</p>
Are there other <u>deductibles</u> for specific services?	No.	You don't have to meet <u>deductibles</u> for specific services.
What is the <u>out-of-pocket limit</u> for this <u>plan</u> ?	<p>For <u>in-network providers</u>: \$1,500/individual - employee only or \$3,000/family maximum</p> <p>For <u>out-of-network providers</u>: \$3,000/individual - employee only or \$6,000/family maximum</p> <p>Combined medical/behavioral and pharmacy <u>out-of-pocket limit</u></p> <p>Penalties for failure to obtain <u>pre-authorization</u> for services, <u>premiums</u>, <u>balance-billing</u> charges, and health care this <u>plan</u> doesn't cover.</p>	<p>The <u>out-of-pocket limit</u> is the most you could pay in a year for covered services. If you have other family members in this <u>plan</u>, the overall family <u>out-of-pocket limit</u> must be met.</p>
What is not included in the <u>out-of-pocket limit</u> ?		<p>Even though you pay these expenses, they don't count toward the <u>out-of-pocket limit</u>.</p>

Important Questions	Answers	Why This Matters:
Will you pay less if you use a <u>network provider</u> ?	Yes. See www.cigna.com or call 1-800-Cigna24 for a list of <u>network providers</u> .	This <u>plan</u> uses a <u>provider network</u> . You will pay less if you use a <u>provider</u> in the <u>plan's network</u> . You will pay the most if you use an <u>out-of-network provider</u> , and you might receive a bill from a <u>provider</u> for the difference between the <u>provider's</u> charge and what your <u>plan</u> pays (<u>balance billing</u>). Be aware your <u>network provider</u> might use an <u>out-of-network provider</u> for some services (such as lab work). Check with your <u>provider</u> before you get services.
Do you need a <u>referral</u> to see a <u>specialist</u> ?	No.	You can see the <u>specialist</u> you choose without a <u>referral</u> .



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

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you visit a health care <u>provider's</u> office or clinic	Primary care visit to treat an injury or illness	No charge/visit	20% <u>coinsurance</u>	None
	<u>Specialist</u> visit	No charge/visit	20% <u>coinsurance</u>	None
	<u>Preventive care/ screening/ immunization</u>	No charge/visit**	20% <u>coinsurance</u> /visit	None
		No charge/ <u>screening</u> **	20% <u>coinsurance/ screening</u>	None
		No charge/immunizations**	20% <u>coinsurance/ immunizations</u>	None
		** <u>Deductible</u> does not apply		You may have to pay for services that aren't preventive. Ask your <u>provider</u> if the services needed are preventive. Then check what your <u>plan</u> will pay for.
If you have a test	<u>Diagnostic test</u> (x-ray, blood work)	No charge	20% <u>coinsurance</u>	None
	Imaging (CT/PET scans, MRIs)	No charge	20% <u>coinsurance</u>	None

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you need drugs to treat your illness or condition More information about prescription drug coverage is available at www.cigna.com	Generic drugs (Tier 1)	No charge/prescription (retail); No charge/prescription (home delivery)	20% coinsurance /prescription (retail); Not covered (home delivery)	Coverage is limited up to a 30-day supply (retail) and a 90-day supply (home delivery). Certain limitations may apply, including, for example: prior authorization, step therapy, quantity limits.
	Preferred brand drugs (Tier 2)	No charge/prescription (retail); No charge/prescription (home delivery)	20% coinsurance /prescription (retail); Not covered (home delivery)	
	Non-preferred brand drugs (Tier 3)	No charge/prescription (retail); No charge/prescription (home delivery)	20% coinsurance /prescription (retail); Not covered (home delivery)	For drugs in the Cigna Patient Assurance Program you may pay less than the noted retail or home delivery cost share amounts.
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	No charge	20% coinsurance	None
	Physician/surgeon fees	No charge	20% coinsurance	None
	Emergency room care	No charge/visit	No charge/visit	None
If you need immediate medical attention	Emergency medical transportation	No charge	No charge	None
	Urgent care	No charge/visit	No charge/visit	None
	Facility fee (e.g., hospital room)	No charge	20% coinsurance	Lesser of 50% of covered expenses or \$500 penalty for no out-of-network precertification.
If you have a hospital stay	Physician/surgeon fees	No charge	20% coinsurance	Lesser of 50% of covered expenses or \$500 penalty for no out-of-network precertification.
	Outpatient services	No charge/office visit No charge/all other services	20% coinsurance /office visit 20% coinsurance /all other services	None
	Inpatient services	No charge/admission	20% coinsurance	Lesser of 50% of covered expenses or \$500 penalty for no out-of-network precertification.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you are pregnant	Office visits	No charge	20% <u>coinsurance</u>	Primary Care or <u>Specialist</u> benefit levels apply for initial visit to confirm pregnancy. <u>Cost sharing</u> does not apply for <u>preventive services</u> . Depending on the type of services, a <u>copayment</u> , <u>coinsurance</u> or <u>deductible</u> may apply. Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound).
	Childbirth/delivery professional services	No charge	20% <u>coinsurance</u>	
	Childbirth/delivery facility services	No charge	20% <u>coinsurance</u>	
	Home health care	No charge	20% <u>coinsurance</u>	
If you need help recovering or have other special health needs	<u>Rehabilitation services</u>	No charge/visit	20% <u>coinsurance/visit</u>	None
	<u>Habilitation services</u>	No charge/visit	20% <u>coinsurance/visit</u>	Services are covered when <u>Medically Necessary</u> to treat a mental health condition (e.g. autism).
	<u>Skilled nursing care</u>	No charge	20% <u>coinsurance</u>	Lesser of 50% of covered expenses or \$500 penalty for no out-of-network precertification. Coverage is limited to 180 days annual max.
	<u>Durable medical equipment</u>	No charge	20% <u>coinsurance</u>	None
	<u>Hospice services</u>	No charge/inpatient; No charge/outpatient services	20% <u>coinsurance/inpatient</u> ; 20% <u>coinsurance/outpatient</u> services	Lesser of 50% of covered expenses or \$500 penalty for no out-of-network precertification.
If your child needs dental or eye care	Children's eye exam	Not covered	Not covered	None
	Children's glasses	Not covered	Not covered	None
	Children's dental check-up	Not covered	Not covered	None

Excluded Services & Other Covered Services:

Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services .)	
<ul style="list-style-type: none"> • Acupuncture • Bariatric surgery • Cosmetic surgery • Dental care (Adult) 	<ul style="list-style-type: none"> • Dental care (Children) • Eye care (Children) • Long-term care • Non-emergency care when traveling outside the U.S. • Private-duty nursing • Routine eye care (Adult) • Routine foot care • Weight loss programs
Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.)	
<ul style="list-style-type: none"> • Chiropractic care (combined with Rehabilitation Services) 	<ul style="list-style-type: none"> • Hearing aids (coverage through age 12) • Infertility treatment

Your Rights to Continue Coverage:

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

Your Grievance and Appeals Rights:

There are agencies that can help if you have a complaint against your plan for a denial of a claim. This complaint is called a [grievance](#) or [appeal](#). For more information about your rights, look at the explanation of benefits you will receive for that medical claim. Your plan documents also provide complete information to submit a [claim](#), [appeal](#), or a [grievance](#) for any reason to your plan. 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. Additionally, a consumer assistance program can help you file your [appeal](#). Contact the program for this plan's situs state: State of Connecticut Office of the Health Care Advocate at (866) 466-4446. However, for information regarding your own state's consumer assistance program refer to www.healthcare.gov.

Does this plan provide Minimum Essential Coverage? Yes

If you don't have [Minimum Essential Coverage](#) for a month, you'll have to make a payment when you file your tax return unless you qualify for an exemption from the requirement that you have health coverage for that month.

Does this plan meet the Minimum Value Standards? Yes

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

Language Access Services:

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

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

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

Navajo (Dine): Diné'ehgo shika at'ohwol ninisingo, kwijigo holne' 1-800-244-6224.

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

About these Coverage Examples:



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

Peg is Having a Baby

(9 months of in-network pre-natal care and a hospital delivery)

- The plan's overall deductible \$1,500
- Specialist coinsurance 0%
- Hospital (facility) coinsurance 0%
- Other coinsurance 0%

This EXAMPLE event includes services like:

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

Total Example Cost	\$12,800
---------------------------	-----------------

In this example, Peg would pay:

Cost Sharing	
Deductibles	\$1,500
Copayments	\$0
Coinsurance	\$0
<i>What isn't covered</i>	
Limits or exclusions	\$10
The total Peg would pay is	\$1,510

Managing Joe's type 2 Diabetes

(a year of routine in-network care of a well-controlled condition)

- The plan's overall deductible \$1,500
- Specialist coinsurance 0%
- Hospital (facility) coinsurance 0%
- Other coinsurance 0%

This EXAMPLE event includes services like:

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

Total Example Cost	\$7,400
---------------------------	----------------

In this example, Joe would pay:

Cost Sharing	
Deductibles	\$1,500
Copayments	\$0
Coinsurance	\$0
<i>What isn't covered</i>	
Limits or exclusions	\$200
The total Joe would pay is	\$1,700

Mia's Simple Fracture

(in-network emergency room visit and follow up care)

- The plan's overall deductible \$1,500
- Specialist coinsurance 0%
- Hospital (facility) coinsurance 0%
- Other coinsurance 0%

This EXAMPLE event includes services like:

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

Total Example Cost	\$1,900
---------------------------	----------------

In this example, Mia would pay:

Cost Sharing	
Deductibles	\$1,500
Copayments	\$0
Coinsurance	\$0
<i>What isn't covered</i>	
Limits or exclusions	\$0
The total Mia would pay is	\$1,500

The plan would be responsible for the other costs of these EXAMPLE covered services.