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AGREEMENT

BETWEEN

THE CITY OF NEW BRITAIN

AND

NEW BRITAIN FIRE FIGHTERS

LOCAL 992

INTERNATIONAL ASSOCIATION OF

FIRE FIGHTERS, AFL-CIO

JULY 1, 2018 – JUNE 30, 2023

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PREAMBLE

This Agreement is entered into by and between the City of New Britain (hereinafter called the "City"), and the New Britain Fire Fighters, Local 992, International Association of Fire Fighters, AFL- CIO (hereinafter called the "Union"). It is the intention of the parties in entering into this Agreement to maintain a harmonious relationship between them recognizing the legitimate rights and needs of the employees of the Fire Department as well as the obligation of the City to protect the public safety consistent with the traditions of self-sacrifice and heroism exhibited in the line of duty by Fire Fighters everywhere.

Wherever necessitated in this agreement, the New Britain Fire Department shall be referred to as the "Department", and the Department Head shall be referred to as the "Chief".

Now, therefore in consideration of the mutual obligations contained herein the parties agree as follows:

ARTICLE ONE - UNION RECOGNITION

1.1 The City recognizes the Union as the sole and exclusive agent for the purposes of collective bargaining pursuant to the terms and conditions of the Municipal Employee Relations Act with respect to salaries, hours of employment and other conditions of employment for all uniformed and investigatory employees in the Department, except Chief and Assistant Chief

1.2 Nothing in this Agreement shall preclude the right of the Union to be represented by persons of its own choosing at any time in behalf of the Union.

ARTICLE TWO - THE RIGHTS OF THE CITY

2.1 Unless clearly limited or relinquished by a specific section of this Agreement, the rights, powers and authority held by the City and any of its departments, agencies, or boards pursuant to any Charter, General or Special Statute, Ordinance, Regulation or other lawful provisions over matters involving the municipality, and the complete operational control over the policies, practices, procedures and regulations with respect to employees of the Fire Department, shall remain vested solely and exclusively in the City of New Britain.

ARTICLE THREE - UNION SECURITY

3.1 All present employees who are members of the Union upon the effective date of this Agreement shall remain members of the Union in good standing, during the life of this Agreement or extension thereof

3.2 All employees who are hired hereafter shall become members of the Union within thirty (30) days of their employment, and remain members in good standing during the life of this Agreement, or any extension thereof

3.3 The City agrees to deduct the weekly dues and initiation fee from the wages of all Union members covered by this Agreement, and transmit the same to the Secretary/Treasurer of the Union on a weekly basis. Such deductions shall be for the life of this Agreement and any extension thereof pursuant to Section 17:6 herein. The Union agrees to submit to the City an authorized form signed by each individual employee covered by this Agreement, authorizing the aforesaid deduction. This authorization form shall be in accordance with the requirements of the law.

3.4 The Union agrees to indemnify and save the City harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the City for the purpose of complying with the provisions of this Article.

3.5 The City shall provide the Union, for each member of the Department and any new member hired, a copy of this Agreement within sixty (60) days of signing. Fifty (50) additional copies shall be provided to the Union.

3.6 The City agrees that it will provide legal assistance for the criminal defense of a member of Local 992 charged with a violation of section 14-222a (negligent homicide with a motor vehicle) of the Connecticut General Statutes and or charged with the theft of property from a residence or building in the course of fire duties only under the following circumstances:

1. That the incident which gave rise to the charge must have occurred during the course of the employee's employment with the New Britain Fire Department while engaged in the performance of "fire duties" as that term is defined in section 7-314 of the Connecticut General Statutes, or in the performance of duties associated with medical first responder services.

2. That the incident which gave rise to the charge of theft of property must be alleged to have occurred while the employee was engaged in fire duties at a residence or building.

3. The City of New Britain reserves the right to approve the selection of the attorney retained by the employee charged with the above referenced criminal violations.

4. The City of New Britain will reimburse the employee for attorney fees incurred in the connection with the said criminal defense not to exceed one hundred seventy-five dollars (\$175.00) per hour.

5. The City of New Britain specifically reserves sole control and authority over any and all civil proceedings which may be filed against the City of New Britain and/or employees in the connection with or as a result of the incident which gave rise to the above referenced criminal charges.

6. In the event the employee is found guilty of said charge or charges or is granted accelerated rehabilitation with respect to said charge or charges the employee shall reimburse the City for all attorney's fees paid by the City on behalf of the employee member.

3.7 No employee shall engage in any ongoing activity of an emergency nature which is known to have caused heart and hypertension problems as covered under Section 7-433c of the Connecticut General Statutes. This provision shall not apply to any activity in the employ of or for the benefit of the City of New Britain.

3.8 All employees shall maintain a minimum of Emergency Medical Responder (EMR) certification for the duration of their employment. The City agrees to provide, at its sole cost, all necessary training for EMR certification and re-certification of all employees as needed.

3.9 The City agrees that it will insure and defend all members of Local 992 with respect to any claims made against such employees for events occurring in the performance of duties of emergency medical responders.

ARTICLE FOUR – SENIORITY

4.1 Seniority shall be defined as the length of an employee's continuous service from the date of the employee's most recent appointment as a regular member of the Fire Department unless broken for any of the reasons set forth in Section 4:7 below.

In the event two or more employees were appointed on the same date their seniority shall be determined in the order of their ranking for appointment by the Civil Service Commission. No employee's length of service shall be considered as reduced or interrupted because of time lost due to sick or injury leave, authorized leave of absence, or military service.

4.2(a) No employee shall attain permanent status with the Department until the employee has been continuously employed for a period of twelve (12) months. During such period, the employee shall be on probation and may be discharged for any reason by the City without recourse by either the Union or the employee to the grievance provisions of this Agreement.

4.2(b): The probationary period for promotional appointments is three (3) months. During the probationary period, an employee shall receive a written evaluation every month. Such evaluation shall indicate to the employee the areas where performance has been satisfactory and those where improvements are needed. In the latter case, the improvements required shall be clearly indicated. A supervisor familiar with the employee's job performance and work habits shall complete evaluations. The evaluating supervisor, with or without the Fire Chief or his designee, shall meet with the employee to review such evaluation. An employee who fails to pass the probationary period in the judgment of the Fire Chief shall be reinstated to the position occupied immediately prior to his/her promotion provided such action is not arbitrary or capricious.

4.3 The City will maintain a seniority list in chronological order for the Department which shall be revised as of January 1st of each year and a copy given to the Union no later than January 31st of each year, which shows EEA and sub time. The City shall also furnish the Union with a list of Department employees, which shows other permanent full time service with the City. Any claims for corrections of such lists shall be made through the grievance procedure of this Agreement within thirty (30) days after a copy is given to the Union, otherwise the lists shall be deemed correct.

4.4(a) Within sixty (60) days of the Department becoming aware of an existing or pending vacancy the Board of Fire Commissioners will:

1. Request a list of certified personnel from the Civil Service Commission; or
2. Notify the Union of its intent to delete the position and the reasons for that decision; or
3. Notify the Union of its intent to replace that position with a new position in closer alignment with current needs and the reason for that decision.

4.4(b) If the Union disagrees with the Board's decision to delete or replace a position it may appeal that decision directly to the arbitration step (13:5) of the grievance procedure, and the decision of the arbitrator shall be binding on both parties. Any certified list affected by the position being appealed by the Union shall be "frozen" from the date of the Union's appeal to arbitration until sixty (60) days following the delivery of the arbitrator's decision unless the actual vacating of the position is scheduled for a date subsequent to the expiration date of the existing list.

4.4(c) If no appropriate eligibility list exists to fill such vacancy at the time such determination is made to fill the position, the Personnel Department shall conduct and complete a competitive promotional examination within one hundred twenty (120) days to establish such list in accordance with

the Civil Service provisions of the Charter. Only those employees who meet the minimum qualifications within sixty (60) days of any bargaining unit position becoming vacant shall be eligible to take such promotional examination.

4.4(d) The Personnel Director shall submit the name of the highest candidates to the Board within fifteen (15) days after such request is made when a current list is available, or within fifteen (15) days of the certification of a new list.

4.4(e) The Chief shall assign newly appointed employees to a Company within thirty (30) days after the completion of their initial training period. The Chief shall similarly assign employees who are promoted to a vacancy within (30) days of the effective date of their promotion.

4.5 In the case of all work or duty assignments to other than fire companies, the procedure of posting and bidding shall be followed. Such work or duty assignments shall be lateral, which is within a particular job classification. Notice of each such work or duty opening shall be posted, on such department bulletin board, for at least fourteen (14) calendar days, prior to being filled. Such notice shall state the nature of the assignment. In selecting the employee for the assignment, the City shall select the employee who best fits the needs for the assignment, provided that in the event, two or more employees are equally qualified the most senior employee shall be the employee selected. The employee selected shall be given a trial period of six (6) months to prove aptitude for the assignment, and in the event that during this trial period, it is reasonably evident that the employee is unable to satisfactorily perform the assigned job, the employee may be removed from that position and the next qualified employee shall be given the opportunity to prove aptitude for the job. After such six (6) month trial period, an employee may only be removed from such position based upon unsatisfactory performance or lack of qualifications.

4.6 Employees who leave the Department for military service shall be reinstated under the conditions specified by Federal law.

4.7(a) An employee's seniority shall be considered as broken if the employee voluntarily quits or is discharged for cause. No employee's length of service shall be considered as reduced or interrupted because of lost time due to sick or injury leave, authorized leave of absence with pay, or in the case of disciplinary suspensions or leave of absence without pay for periods of less than thirty (30) days. When a laid off employee is rehired, all the employee's seniority held by that employee at the time of the employee's layoff will be credited to the employee.

4.7(b) Where staff reduction is necessary within a particular classification, the member with the least seniority in the job classification shall be the first laid off. Such member may exercise his or her seniority in the next lower classification that the employee held. The same procedure shall be followed through each classification until the firefighter classification is reached. Therein, the first person laid off shall be the individual with the least department-wide seniority.

4.7(c) An employee laid off from a particular classification shall have the right of recall within that classification by seniority for two (2) years following the layoff provided the employee is able to perform the duties of the job. The City will give two (2) weeks' notice to the employee at the employee's last known address regarding the vacancy in said classification and the employee must make known his or her desire to return to that classification within one (1) week of notification. Recall rights may be extended for an additional year by mutual agreement.

4.8(a) All requests for permanent transfers shall be in writing and filed with the Chief. Within fourteen (14) days after receipt of such request, the Chief shall advise the employee involved in writing of the disposition of the request, but such decision shall not be subject to the grievance and arbitration provisions of this Agreement.

4.8(b) Five (5) days written notice prior to the effective date of any permanent transfer within the bargaining unit shall be given by the Chief to the affected employee and the Union.

ARTICLE FIVE - HOURS OF WORK / STAFFING

5.1(a) The work week of employees who regularly perform Fire Suppression duties and line Deputy Chiefs shall be an average of forty-two (42) hours. Said forty-two (42) hour week shall consist of an average of not more than forty-two (42) hours per week computed over a period of one (1) year, and shall be based on a schedule of a twenty-four (24) hour tour followed by three (3) days off, followed by a twenty-four (24) hour tour, followed by three (3) days off, and so on. For purposes of implementing the 24/72 schedule, each twenty-four (24) hour work period shall be defined as a work tour and shall be comprised of a ten (10) hour day shift followed by a consecutive fourteen (14) hour night shift. Each of the above-mentioned day or night component shall be defined as a work shift. Employees shall be required to use sick leave time in full twenty-four (24) hour work tours. Sick leave cannot be combined with any other leave to constitute a work tour. Employees will not be required to take vacation, paid holidays and perfect attendance time off in 24 hours blocks. Vacation, paid holidays and perfect attendance time can be taken off in a 10 hours day shift (0800-1800) or a 14 hours night shift (1800-0800) or as a full 24 hour work tour (0800-0800).

Each tour shall be from 8:00 a.m. to 8:00 a.m.

5.1(b) Desk watch hours shall be from 8:00 AM to 11:00 PM.

5.2 The basic work week for all other employees shall be thirty-six (36) hours per week, nine (9) hours per day, and four (4) days per week. Each member assigned to a division shall choose, by rank first, then by seniority, which day off, Monday through Friday, they desire.

5.3 Nothing contained in this agreement shall be deemed to prevent the Department from utilizing the service of any member thereof in cases of emergency regardless of the employee's regular work schedule or status in or out of the bargaining unit. An emergency shall be defined as a general alarm, disaster of state emergency declared by the Mayor, the Fire Chief or his designee.

5.4 There shall be a minimum of eight (8) fire companies on duty at all times.

There shall be a minimum of one (1) Deputy Chief eight (8) officers and eighteen (18) privates on duty at all times. At no time shall any ladder company operate with less than four (4) members. At no time shall any engine company operate with less than three (3) members.

There shall also be four (4) Deputy Chief Aides/Safety Officers, at rank of Lieutenant, one assigned to each working line group. Duties and job descriptions are outlined in Appendix B 2/20. Deputy Chief Aides positions will not be filled during weekday day shift in the event that DCA takes a weekday shift off, with the exception of holidays or in the event designated and qualified offline personnel are unable to perform the tasks of the Deputy Chief Aid/Safety Officer.

(a) The staffing referenced above in section 5:4 shall be implemented as follows:

The City shall maintain minimum manning at 129

It is agreed that the staffing regularly assigned to each engine company in each working group shall consist of four (4) working members including (1) officer, provided that at no time shall any engine company on any working group operate with fewer than three (3) members.

Employees may be temporarily detailed from one company to another in the same working group without

limitation or without regard to the length of such detail. Once the junior employee becomes eligible for detailing under Phases in New Recruit MOU, the following shall be utilized. The junior employee in seniority available in a group, utilizing all companies in that group shall be the employee detailed except when the junior employee in a company in a group is the apparatus operator. In that case, the next least senior man in a company who is not the apparatus operator.

The parties agree that the City may reopen the current collective bargaining agreement for the sole purpose of negotiations concerning adding medical transport to the Fire Department and any disputes shall be resolved utilizing the midstream dispute resolution process contained within the Municipal Employees Relations Act.

5.4(a)(1) The regular staffing of the Fire Department shall also consist of thirteen (13) positions including the following:

- one (1) Deputy Chief of Training
- one (1) Fire Marshal
- one (1) Assistant Fire Marshal
- one (1) Captain of Planning and Research
- one (1) Administrative Services Officer (Clerk of the Fire Board)
- one (1) Master Mechanic
- one (1) Assistant Master Mechanic
- one (1) Mechanic / Maintenance Person
- five (5) Fire Inspectors

5.4(a)(1)(a) Whenever an employee becomes physically unable to perform firefighting duties but is able to perform light duty said employee may be assigned by the Chief to a light duty assignment.

5.4(a)(1)(b) Individuals in off-line assignments such as inspection bureau, mechanics and maintenance, will not be considered as assigned to a fire fighting company for the purpose of maintaining the assignment of four (4) in that company.

5.4(a)(1)(c) In addition to the above off line assignments, the chief may assign three (3) employees who are physically able to perform firefighting duties to non-firefighting duties at any time. Nothing contained in this paragraph prevents the Chief from assigning an employee who is physically able to perform firefighting duties to non-firefighting duties. Such employee will not be considered assigned to their regular firefighting company for the purpose of maintaining four (4) in that company, unless the chief deems the circumstances constitute a work emergency, not as limited by section 5.3. Should the Union disagree with the Chief, the Chief shall implement his assignment of off line duties and the union may grieve the matter. For purposes of this section only, the grievance shall be filed within thirty (30) days of the occurrence and shall be submitted to the American Arbitration Association or an arbitrator who is a member of the American Arbitration Association who is mutually agreed to by the parties. The losing party shall pay for all fees and expenses billed by the arbitrator.

5.4(b)(1) In no event shall a fire fighter covered by this agreement, with less than three (3) full years of service within the New Britain Fire Department, be permitted to serve as an Acting Officer. No private shall be permitted to serve as an acting officer on a line firefighting company.

5.4(b)(1)(a) In no event may a fire fighter with less than five (5) years of service on a line firefighting company within the New Britain Fire Department be permitted to take an examination for Fire Lieutenant.

5.4(c) In the event that staffing in any company on any working group shall fall below the minimum staffing strength at which such company on such group is required to operate under this section, it shall be

brought up to strength by overtime assignments.

5.4 (d) In the event a Deputy Chief is absent from duty, such absence shall be filled by overtime assignments from among the remaining Deputy Chief's with the following exceptions. In the case of the absence of the Deputy Chief-Drill Master, such shift vacancy shall be filled in accordance with the past operational procedure of elevating the senior individual assigned to that office to the next higher rank. In the event there is a vacancy of thirty (30) calendar days or more in the rank of Deputy Fire Chief-Drill Master, Section 10:2 of this Agreement shall prevail with the following exception: If the Fire Chief has prior knowledge that there will be a vacancy of thirty calendar days or more at the Deputy Fire Chiefs level, he may make an acting assignment starting from the first day of the vacancy.

5.4(e) If an employee who accepts assigned duty reports and finds that no duty vacancy exists such employee shall be placed on duty by the Chief or Chief's designee on duty, and be paid a minimum of six (6) hours pay for such assignment or the actual numbers of hours worked, if greater. For purposes of this section, reporting for duty shall mean not reporting for duty prior to 7:30 AM or 5:30 PM.

5.5(a) In the case of fire fighting forces, if required to work past the change of shift (8:00 a.m. or 6:00 p.m.) the employee will be paid at the employee's regular hourly rate from the time the employee's normal tour ended. In the event an employee has gone off duty and is called back to duty, the employee shall receive a minimum of four (4) hours work or pay at the employee's regular hourly rate. When employees work an overtime shift they shall receive twelve (12) hours pay. When employees work an overtime tour of duty of 24 hours, they shall receive twenty-four (24) hours pay.

Such hourly rate shall be computed by dividing the current annual salary of the employee involved by the employee's total yearly regularly scheduled hours as provided in Section 5:1. All overtime work to cover staffing shortages shall be administered by the Chief or Chief's designee on duty, in accordance with the following:

5.5(b) Such overtime shall be worked for the rank or classification, i.e., private or officer, held by the employee's last reporting off duty, whose absence brings the employee's company below the minimum staffing strength which is permitted to operate under Section 5:4 - 5:4(a)(1).

5.5(c) All additional assigned duty hours will be recorded on Department wide master list by rank: Deputy Chief, Captain and Lieutenant and Private. No member shall be allowed to fall behind any more than 72 hours (6 blocks) from any other member on the same list. The only exception will be members off sick, injured or on 1 or 2 week vacation blocks per Section 8.2(a,b&c).

5.5(d) When a member is called while off duty and does not reply to said phone call within four (4) hours, it will be recorded on AD list as a "P" (pass). The Chief, or the Chief's designee, whom is calling to request assigned duty, will leave a message stating the reason for the call, including the date of the AD. The Chief or the Chief's designee may continue to call the next available member to fill the assignment. When the said member returns a call, and the caller is unavailable, the said member will leave a message stating whether or not they are available for assigned duty. Any member who is offered assigned duty and turns down the opportunity will have such refusal recorded as "N" (no) on AD list.

5.5(e) When an employee works such a day of overtime, or refuses such overtime assignment, or is off duty on sickness or injury leave, vacation, paid holiday or leave granted and for no other reasons, such employee's name shall go to the bottom of the rotating lists. Except when an employee has been off duty sick or injured for more than 21 (twenty one) calendar days, when the employee returns to duty, the employee shall be averaged into the rotating list of the group the employee is assigned.

5.5(f) When an additional assigned duty worked by any employee is not in a suppression capacity it will

be recorded by hours paid, on a separate non-suppression list. The non-suppression master list will consist of public education assigned duty and training / instruction assigned duty. The curriculum for public education will be approved by the Fire Chief, and approved curriculum shall be provided to members teaching public education. Members working training / instructional assigned duty shall follow the curriculum established and/or approved by the Fire Chief and also have a technical background in the subject matter being taught. These training classes tuitions and fees shall be paid for by the City / Department and be open to all members.

5.6(a) For other than fire fighting forces, employees of the Department who are required to work beyond their regular work day shall be paid a minimum of two (2) hours pay at their straight time hourly rate. In the case of the Deputy Chief-Drill Master, the approval to work beyond the regular workday must be received from the Fire Chief or Chief's designee. In the event such employees are called back to work after they have left for the day, they shall be guaranteed a minimum of four (4) hours work or pay at their regular straight time hourly rate. Such hourly rate for these employees shall be computed by dividing the current annual salary of the employee involved by the total yearly regularly scheduled hours as provided in Section 5:2.

5.6(b) If required to be on a continual standby basis, any employee in the Mechanic's Bureau and/or any employee in the Fire Prevention Bureau shall be entitled to one half day off per week with pay, or at the employee's option, one half day's pay, provided that there will be one employee per bureau on duty or on call at all times. Such time off may be accumulated and taken to a maximum of four days at one time.

5.6(c) If required to be on continual standby basis, for the period of time from the third week of November through the end of March of each year, for the purpose of snow removal, the employee assigned to the Maintenance Division, shall be entitled to one half day off per week with pay, or at the employee's option, one half day's pay. Such time off may be accumulated and taken to a maximum of four days at one time.

5.6(d) The Administrative Services Officer, (Clerk of the Fire Board), for attending the meeting of the Board of Fire Commissioners, will be entitled to one half day off with pay for each meeting attended. Such time may be accumulated and taken to a maximum of four (4) days at one time.

5.7 The Union shall have the right, upon reasonable advance notice, to review the assigned duty and overtime hours and hourly salary rates for each employee covered by this Agreement for purposes of investigating possible grievances which may be filed under the provisions of this Agreement.

5.8 Compensation for special duty assignments for employees hired by other than the Department or City for fire duty, shall be compensated at their regular rate of pay as follows:

Up to four (4) hours.....	four (4) hours pay Four
(4) to eight (8) hours.....	eight (8) hours pay Eight
(8) to twelve (12) hours.....	twelve (12) hours pay

5.8(a) Employees assigned to the Fire Marshal's office shall be compensated at the rank which is directly above the employee's rank when acting as Fire Marshal (i.e. Fire Inspector can only act as Assistant Fire Marshal not as Fire Marshal) except in case of an absence of more than 2 calendar weeks in which case Section 10.1(b) shall be followed.

5.9 Effective July 1, 1999 employees assigned to the Fire Marshal's office will be considered as classified employees and will be placed in a pay classification as listed in the appendix.

5.9(a) The position of Assistant Fire Marshal shall be filled through the competitive examination process. Candidates must be present employees with a minimum of five (5) years as an employee within the New Britain

Fire Department.

5.9(b) Effective February 26, 2020, the positions of Fire Inspector shall be filled through the competitive examination process.

5.9(c) Fire Lieutenants shall be eligible to test for the position of fire inspector and if selected shall not receive a reduction in pay. Such lieutenant shall be classified as a fire inspector and will only be allowed to transfer back to a line lieutenant position if a vacancy exists.

5.9(d) No officer shall be demoted in rank as a result of the modifications to the Fire Marshal's Office.

5.9(e) The position of Captain of Planning and Research shall be filled through the competitive examination process for any vacancies occurring subsequent to ratification of this Agreement.

ARTICLE SIX - LEAVE PROVISIONS

6.0 Sick leave is an employee's absence from duty because of illness or injury that prevents the performance of an employee's duties. Sick leave must be taken in 24 hour blocks of time. Sickness allocated on the basis of 24 hours consists of two twelve hour shifts. If an employee books off sick during a tour of duty, it will be charged as sick time for the hours remaining on the tour of duty. In addition, the replacement for the employee will receive four (4) hours of pay or actual hours worked – whichever is greater.

Employees will not be offered overtime until booked back to duty.

6.1 Employees before July 1, 1995 shall receive leave with full pay for illness or incapacity, except as specified in Section 6:3, at the rate of 15 hours per month, cumulative to a maximum of 3000 hours. Upon written request, each employee shall be notified of accumulated sick leave by letter during the month of January of each year. At the time of the employee's retirement or death, the employee or the employee's beneficiary shall receive a sum of money equal to twenty percent (20%) of the first 900 hours and thirty five percent (35%) of the next 2100 hours at the then current daily rate of pay.

6.1(a) Employees hired after July 1, 1995 and before July 1, 2004 shall receive leave at the rate of twelve hours per month, cumulative to a maximum of 1800 hours. Employees will not be granted sick leave credit upon initial employment. At the time of the employee's retirement or death, the employee or the employee's beneficiary shall receive a sum of money equal to twenty percent (20%) of the first 900 hours and thirty five percent (35%) of the next 900 hours times the then current daily rate of pay.

6.1(a)(1) Employees hired after July 1, 2004 shall receive leave at the rate of twelve (12) hours per month, cumulative to a maximum of 1800 hours. Employees will not be granted any sick leave credit upon initial employment. Upon separation of service employees will receive no compensation for unused sick leave.

6.1(a)(2) Employees hired prior to 7/1/95 would be required have 250 sick day at time of the cash out and would be allowed to cash out any days over the 250 up to a maximum of 15 days at 25% per year but shall not be allowed to fall below the required 250 sick days when cashing out; Employees hired after 7/1/95 but prior to 7/1/04 would be required to have 150 sick days at the time of cash out and would be allowed to cash out any days over the 150 up to a maximum of 12 days at 25% per year but shall not be allowed to fall below the required 150 sick days when cashing out; Employees hired after 7/1/04 would be required to accrue 80 days and have 80 sick days at the time of the cash out and would be allowed to cash out any days over the 80 up to a maximum of 12 days at 25% per year but shall not be allowed to fall below the required 80 sick days when cashing out. If at the time of the cash out an employee does not have the requisite accrual of sick time that employee shall not be allowed to cash out and will have to wait until the following year. It is agreed that this

provision is being instituted on a trial basis effective February 26, 2020 with payout being made in the first pay period in March 2021 and if the City wishes to terminate the trial, they will notify the Union, in writing, a minimum of two (2) years in advance.

6.1(b) Each employee shall be granted six (6) hours of leave for each consecutive 540 hours of perfect attendance.

(1) For the purpose of this section perfect attendance shall be considered broken only when an employee takes sick leave.

(2) Once a full "Perfect Attendance Day" has been earned, the employee shall have one year in which to use it.

6.2 Any employee who exhausts his/her personal sick time, and all other personal time, but who cannot yet return to duty per a physician's note, may apply for days out of the sick pool. Upon ratification, any days granted/denied will be subject to the provisions of the "sick pool MOU" with the understanding that no more than 10 days (20, 12 hour shifts) may be granted to any one person. Once the sick pool bank is exhausted, the "sick pool MOU" shall expire and the practice will be as such: An employee who has exhausted their sick time, requested time from sick pool, in accordance with previous stated language, exhausted all other personal leave, but who cannot yet return to duty, per a physician's note, may then apply to the Union body for donated time. Such time will be solely administered by the Union.

There shall be no further contributions made to the sick pool.

6.3 In case of absence from duty due to sickness, injury or exposure to contagious disease or other dangerous material sustained or contracted while on duty or as a result there from, full weekly salary shall be paid. The City shall furnish and pay for all medical and surgical services, hospital care, medicine and drugs which are necessary for the care of such affected employee whether or not absent from duty.

6.4(a) Any time lost from work due to a work related injury in which a Workers' Compensation claim has been filed and the time lost from work is 3 days or less and therefore not entitled to temporary total benefits under the Workers' Compensation Act, will be reimbursed as long as the Worker's Compensation claim is accepted by PMA, or other Workers' Compensation carrier and there is medical documentation stating that the employee was disabled from work. During the period in which an employee's Worker's Compensation Claim is under consideration by PMA or other carrier, time lost from work due to a work-related injury with medical documentation will be charged to sick until such time as the Worker's Compensation Claim is approved by PMA or other carrier. If the Worker's Compensation claim is approved and the time lost from work is 3 days or less and the employee is not entitled to temporary total benefits under the Workers' Compensation Act, the employee's sick time will be restored and charged to administrative leave with pay. If the Worker's Compensation claim is ultimately denied by PMA, through final disposition of the claim, then sick time will remain charged for any time lost from work. If Employee has a return to work note and fails to return to work, then he/she will be charged his/her own accrued time.

Whenever any employee entitled to full pay under Section 6:3 and is receiving worker's compensation benefits, the amount of such benefits shall be deducted from the amount of pay due such employee under this Agreement.

6.4(b) No employee will be eligible for sick leave with pay during any period which he is eligible for and collecting Worker's Compensation benefits from another employer other than the City of New Britain.

6.5 A physician's certificate shall be required for any illness or injury, other than on the job, for more than four (4) working days for 36 hour employees or one (1) 24 hour tour of duty for 42.0 hour employees. A physician's certificate, confirming the dates of illness shall be required for sickness or injury, other than on the job, of shorter duration only if the employee has had more than four (4) separate absences, regardless of duration, due to sickness or injury other than on the job, in the preceding twelve (12) months. Reports must be presented to the Department upon employee's return to duty. In all cases of sick leave the employee shall notify the Department of intended absence on or before the first day of such sick leave. Upon medical certification that an employee is no longer totally disabled, but will require an additional recovery period before being able to return to regular firefighting duties, the Chief may assign the member to such light duty as may be available during the employee's recovery period. An employee who has reached his maximum point of recovery shall not thereafter be placed in a light duty assignment except by mutual agreement between the City and the Union.

6.5(a) Maternity leave shall be granted to any pregnant employee physically unable to perform her duties, or any alternative duty which may be available by the Department. Such leave shall begin at a time determined by the employee's physician and shall continue until the employee is physically capable of returning to work, normally not later than eight weeks after delivery. Such leave shall be with pay to the extent of the employee's accumulated sick leave. In addition, the employee has the option of using any accumulated time at her discretion.

6.6 Any permanent full time employee in the classified service who is a member of the National Guard or Naval Militia or the Military or Naval Forces of the United States who is required to undergo field training therein, shall be entitled to leave of absence with full pay for the period of such field training not to exceed two weeks per fiscal year. The said leave of absence shall be in addition to the annual vacation leave. A statement from military authorities evidencing attendance shall be required by the City.

6.7 Only in the event of death in the employee's immediate family or the immediate family of his (or her) spouse, the employee shall be granted 48 work hours off (42 hour employees) and 36 hours off (36 hour employees), without loss of pay, to attend the funeral services. Immediate family for the purposes of this clause is defined as parents, grandparents, spouse, brother, sister, child or grandchild and also any relation who is domiciled in the employee's household. An employee will be granted 24 hours (42 hour employees) and 9 hours (36 hour employees) to attend funeral services without loss of pay for an aunt, uncle, brother-in-law and sister-in-law unless domiciled in the employee's household. Proof of death may be required.

6.8 Effective July 1, 2015, employees will be allowed up to forty (40) shift exchanges on an annual basis. Exchanges of either 10 or 14 hour shifts are each considered one (1) exchange. Exchanges, in excess of forty (40), will be allowed to attend fire related training or fire/emergency services college degree programs when approved by the Fire Chief or designee. Exchanges in excess of the limits may be granted on an individual basis by the Shift Deputy Chief. Annual exchanges beyond forty (40) must be requested in writing, with the reason for the exchange stated, and will only be granted if all earned time has been used, or in exceptional circumstances. Exchange periods of up to four (4) hours will be unlimited. All requests for exchange days must be submitted 12 hours prior to the start of shift, but no earlier than 0800 hours, two (2) tours prior. The Chief or Chief's designee may waive the time limit for emergencies or unusual situations. Exchanges may be denied if mandated training is not up to date.

6:8(a) In the event staffing requirements cannot be met due to vacancies, the Chief or Chief's designee will have the authority to cancel all time off requests including exchange time. If minimum staffing requirements still cannot be maintained after all time off is cancelled, due to vacancies or personnel off sick or injured, the Chief or Chief's designee, will have the authority to hold personnel over from previous shift. Personnel held over will be the most junior officer or private on the working group. The said employee who is held over will

be compensated at time and one half.

6.8(b) In the event the Chief, or Chief's designee, hold personnel over, as stated in 6:8(a), they shall make every attempt to only hold personnel for 12 hours and fill remainder of said shift with additional duty. If there are still no members available to fill said vacancy for the remainder of the shift, personnel may be held for 24 hours. In no instance (other than as stated in 5.3 of the CBA) shall a member be held for more than 24 hours.

6.9(a) Three (3) members of the Union negotiating committee shall be granted leave from duty with full pay for, all meetings between the City and the Union for the purpose of negotiating the terms of a contract, when such meetings take place at a time during which such members are scheduled to be on duty.

6.9(b) Two (2) members of the Union Grievance Committee shall be granted leave from duty with full pay for all meetings between the City and the Union for the purpose of processing grievances, including the time spent in arbitration, when such meetings take place at a time during which such members are scheduled to be on duty.

6.9(c) The President, Vice-President and Secretary-Treasurer of the Union or their designees shall be granted temporary leave from duty, with full pay to attend all regular monthly meetings and not more than two (2) special meetings per year, as defined in the Union Constitution, and annual Retirement Dinner held by the Union, or to attend any meeting held by the City upon the specific request of an authorized City official, whenever such meetings or affairs take place at a time during which such Union officers are scheduled to be on duty.

6.9(d) Five (5) delegates of the Union shall be granted leave from duty, with full pay, the total together not to exceed 360 hours in each fiscal year to attend Union conventions, meetings and seminars. Unused days from fiscal years ending in even numbered calendar years may be carried over into the following fiscal year.

6.9(e) The Union Executive Board shall be permitted to continue using meeting facilities presently afforded them at the fire stations. The Union shall be permitted to hold union meetings in a fire station.

6.9(f) When required to be present at a Pension Trustee meeting, the Pension Trustee(s) shall be granted leave from duty with pay to attend such meeting.

6.10(a) When the personal attendance of any employee is required for an emergency situation, other than employee illness or injury, the employee shall be granted leave without loss of pay for a period not to exceed one shift (10 or 14 hours for 42 hour employees, 9 hours for 36 hour employees). Only one (1) "emergency leave" will be granted per fiscal year (July 1 - June 30). After such occurrence approval of the Chief or the Chief's designee shall be required and documentation may be required, and such approval shall not be unreasonably withheld.

6.10(b) When the personal attendance of an employee is required because of sickness or injury in the employee's household, the employee shall be granted leave of family sick time without loss of pay not to exceed one shift or tour (10, 14 or 24 hours for 42 hour employees, 9 hours for 36 hour employees) provided such leave shall be charged against the employee's sick leave. A physician's certificate shall be required for a family sickness occurrence only if the employee has had more than four (4) separate occasions in a twelve (12) month period. Family sick time may be used in ten (10) hour shifts, fourteen (14) hour shifts or a twenty-four (24) hour tour. An occurrence shall be considered one (1) shift or tour for 42 hour employees and a nine (9) hour shift for 36 hour employees. The Fire Chief may upon application and the showing of extenuating circumstances, extend the leave which will be charged to sick leave. If the City wishes to verify the need for such leave when there have been less than four (4) occurrences, then the City may verify leave by a licensed physician at its own expense provided that in the event it is determined that no such need for excused leave actually existed, the City may require the employee involved to reimburse it for the expense of the physician

and further may take such disciplinary action against the employee as it deems appropriate. Any such action taken by the City shall be in accordance with provisions of Article Seven of this Agreement.

6.11 An employee's leave under Article Six shall be considered as ended upon the expiration of the leave period or notification to the department of availability for duty, whichever occurs sooner.

6.12 If an employee is required to serve Jury Duty, the employee shall be granted time off duty, without loss of pay, to fulfill the employee's Civic duty.

6.13 An employee returning to duty from sick or injury leave of more than thirty (30) days shall have, at minimum, an equal amount of time in which to use any unused paid holidays, vacation days and perfect attendance days.

ARTICLE SEVEN - DISCIPLINARY PROCEDURE

7.1 No employee covered by this agreement shall be discharged, reduced in rank, suspended or disciplined in any manner except for just cause.

7.2 Any action taken under Section 7:1 may be appealed through the grievance and arbitration procedures of this Agreement as to the existence of just cause and the appropriateness of the discipline applied.

7.3 Any action taken under Section 7:1 other than oral warning shall be stated in writing, giving the reasons for same, and a copy given to the employee and the Union at the time of such action.

7.4 In the event any disciplinary action taken is challenged and is proven to be unjust, in whole or in part, the affected employee's department and Civil Service Commission Personnel File shall so show and such disciplinary files may be examined by the Union.

7.5 The Chief Engineer may discipline upon a finding of just cause up to but not including discharge.

ARTICLE EIGHT – VACATIONS

8.0 For 42 hour employees, vacation days shall be recorded in hours and assigned as two 12 hour shifts for each tour of absence. Employees will not be required to take vacation, paid holidays and perfect attendance time off in 24 hours blocks. Vacation, paid holiday and perfect attendance time can be taken off in a 10 hours day shift (0800-1800) or a 14 hours night shift (1800-0800) or as a full 24 hour work tour (0800-0800).

For 36 hour employees, vacation days shall be recorded as one day.

8.1(a) The vacation period shall be from April 1 through March 31 in each year.

8.1(b) An employee who shall have completed six (6) months of continuous service but less than one (1) year shall be entitled to:

- 1) one (1) week of vacation with pay for 36 hour employees;

2) 48 hours with pay for 42 hour employees

8.1(c) An employee who will have completed one (1) year but less than five (5) years continuous service during the vacation year shall be entitled to:

1) two (2) weeks of vacation with pay for 36 hour employees;

2) 96 hours with pay for 42 hour employees

8.1(d) An employee who will have completed five (5) years but less than eleven (11) years of continuous service during the vacation year shall be entitled to:

1) three (3) weeks of vacation with pay for 36 hour employees;

2) 144 hours with pay for 42 hour employees

8.1(e) An employee who will have completed eleven (11) or more years of continuous service during the vacation year shall be entitled to:

1) in addition to the benefits provided for herein, one additional day of vacation with pay, for each additional year of service, starting in the eleventh year, to a maximum of four (4) weeks of vacation leave in the fourteenth year for 36 hour employees

2) in addition to the benefits provided for herein, 12 additional hours of vacation with pay, for each additional year of service, starting in the eleventh year, to a maximum of 192 hours of vacation leave in the fourteenth year for 42 hour employees

8.1(f) An employee who will have completed twenty-one (21) or more years of continuous service during the vacation year shall be entitled to:

1) in addition to the benefits provided for herein, one additional day of vacation during the vacation year, with pay, for each additional year of service, starting in the twenty-first year, to a maximum of five (5) weeks of vacation leave in the twenty-fourth year for 36 hour employees

2) in addition to the benefits provided for herein, 12 additional hours of vacation with pay, for each additional year of service, starting in the twenty-first year, to a maximum of 240 hours of vacation leave in the twenty-fourth year for 42 hour employees

8.1(g) An employee shall have the option of using vacation days for vacation time. Each week of earned vacation is comparable to two tours (48 hours). Vacation days shall be treated in the same manner as a paid holiday.

8.2(a) The regular vacation period shall be from the first Monday of April through the first Sunday in April of the following year. No more than one (1) employee from each company from each group shall be allowed off duty on vacation in any one (1) week. Vacation time selected shall be for no more than 96 hours provided that additional vacation leave to which an employee may be entitled can be selected under the

same conditions, during any open vacation time within the vacation year by giving thirty (30) days prior notice to the Chief. No vacation time may be accumulated from year to year.

8.2(a)(1) An employee that submits a request for vacation time in the proper time frame during the last thirty (30) days of the vacation year, and is denied, and providing the employee will not be working again in the vacation year, may be allowed to use such time within the first ten (10) days of the next vacation year.

8.2(b) Vacation leave shall be selected by the employees in each company on each group starting with the highest rank first and giving preference to employees with the greatest seniority in each particular rank.

8.2(c) The ranking officers of each company shall post by February 1st of each year a list of the order or preference in which employees shall be entitled to select their vacation periods. Employees shall submit their choice of vacation periods to the office of the Chief or Chief's designee no later than April 1st.

8.3 Accrued vacation pay to which an employee is entitled shall be granted to an employee in the event of termination or to the legal representative in the event of the employee's death.

8.4 When a holiday occurs during a regular vacation leave, said holiday shall not be charged against the employee's earned vacation time.

8.5 When on vacation, if a death occurs in the case of an employee's spouse, child, mother, father, mother-in-law or father-in-law, such affected employee shall be entitled to three (3) working days off, in lieu of time used during his vacation leave, at a subsequent time mutually agreed upon by the Chief or Chief's designee on duty, and the employee. Such time off shall be charged to the employee's sick leave.

8.6 Advance vacation pay must be requested at least ten (10) days prior to the start of the vacation.

ARTICLE NINE - HOLIDAYS

9.1 The recognized paid holidays shall be:

New Years' Day	Good Friday	Veteran's Day
Martin Luther King Day	Memorial Day	Columbus Day
Lincoln's Birthday	Independence Day	Christmas Day
Washington's Birthday	Labor Day	Thanksgiving Day

One (1) floating holiday to be taken at the discretion of the employee.

Employees working the 24/72 shift system who regularly perform Fire Suppression duties shall receive one shift (12 hours) time off at their regular rate of pay for each of the above-listed holidays on which they are scheduled to work or are scheduled to be off duty. Employees will not be required to take vacation, paid holidays and perfect attendance time off in 24 hours blocks. Vacation, paid holiday and perfect attendance time can be taken off in a 10 hours day shift (0800-1800) or a 14 hours night shift (1800-0800) or as a full 24 hour work tour (0800-0800).

9.1(a) In addition to the above, any holiday officially proclaimed as such by the Congress of the

United States or the legislature of the State of Connecticut shall be considered as a paid holiday.

9.1(b) Effective 7-1-20 employees will be granted 16 paid holidays, which will expire on 10-31-21 (new holiday cycle). Effective 11-1-21 employees will be granted 13 paid holidays, which will expire on 10-31-22. Effective 11-1-21 the cycle for paid holidays will run from November 1st to October 31st every year.

9.1(c) Effective 7-1-20 employees will have the option to cash out a maximum of three (3) of the sixteen (16) paid holidays. The pay rate for these holidays will be a day's pay at the employee's regular rate of pay, at their current classification/rank. Effective 11-1-21 employees will have the option to cash out a maximum of four (4) of the thirteen (13) paid holidays granted annually. The pay rate for these holidays will be a day's pay at the employee's regular rate of pay, at their current classification/rank. This section (9.1c) shall sunset upon successor contract and reverts back to the language governing holiday pay from the 2014 – 2018 CBA.

9.2 All members of the fire fighting forces shall receive the holidays listed in Section 9:1 above as days off in lieu of holidays in each fiscal year. Requests of employees for such time off shall be submitted to the group officer at least forty-eight (48) hours in advance, the officer may waive this time limitation. The employee's request shall be granted when a replacement is assigned. If a replacement is not available, the employee's request shall be denied. The company group officer shall administer the provisions of this section in a fair and equitable manner. In the event of an emergency as defined in section 5:3 of this agreement, the Chief or Chief's designee may cancel any requests that have been granted and the employee shall resubmit a request for another day off in the manner outlined above.

9.3 For other than fire fighting forces, if a holiday falls on a Sunday, the following Monday shall be observed as the holiday. If a holiday, other than Christmas falls on a Saturday, it shall be observed on the preceding Friday. If Christmas falls on a Saturday, affected employees shall be given a subsequent day off in lieu thereof.

9.4 Any substitution of a holiday for other than fire fighting forces shall be by mutual agreement of the Chief and the employee involved.

9.5 Employees other than fire fighting forces if requested to work on a holiday shall be paid a day's salary at their regular salary plus an additional day's salary for the holiday.

9.6 No Holidays will be accrued for lump sum payment. All time must be used within the fiscal year. An employee that submits a request for a holiday in the proper time frame during the last thirty (30) days of the fiscal year, and is denied, and providing the employee will not be working again in the fiscal year, may be allowed to use such time within the first ten (10) days of the next fiscal year.

Effective July 1, 2020 this section shall read: No Holidays will be accrued for lump sum payment. Except for the cash out option set forth in Section 9.1(c), all time must be used within the holiday cycle. An employee that submits a request for a holiday in the proper time frame during the last thirty (30) days of the holiday cycle, and is denied, and providing the employee will not be working again in the current holiday cycle, may be allowed to use such time within the first ten (10) days of the next holiday cycle. Any requests for the cashing out of holidays shall be paid within two pay period from the end of the holiday cycle.

ARTICLE TEN – WAGES

10.1 Wages will be reflected in new chart – Appendix A1-20 – and shall reflect the following. Two steps have been added at the beginning of the wage scale and are reflected in said agreed Appendix A1-20

- a. There shall be no general wage increase on July 1, 2018
- b. Effective July 1, 2019, there shall be a general wage increase of 2.0% for each bargaining unit members except those members who are in Phase 1 and/or Phase 2 of the Private schedule. Those on Phase 1 and/or Phase 2 shall progress in the salary schedule as set forth in Section 10.1(a).
- c. Effective July 1, 2020, there shall be a general wage increase of 2% for each bargaining unit member except those members who are in Phase 1 and/or Phase 2 of the Private schedule. Those on Phase 1 and/or Phase 2 shall progress in the salary schedule as set forth in Section 10.1(a).
- d. Effective July 1, 2021, there shall be a general wage increase of 2% for each bargaining unit member except those members who are in Phase 1 and/or Phase 2 of the Private schedule. Those on Phase 1 and/or Phase 2 shall progress in the salary schedule as set forth in Section 10.1(a).
- e. Effective July 1, 2022, there shall be a general wage increase of 2.25% for each bargaining unit member except those members who are in Phase 1 and/or Phase 2 of the Private schedule.

Those on Phase 1 and/or Phase 2 shall progress in the salary schedule as set forth in Section 10.1(a).

10.1(a) The steps shall be adjusted by any general wage increases awarded for wage years with the exception of Phase 1 – Trainee and Phase 2 – Probation which shall not be adjusted by general wage increase. Any new hire after February 26, 2020, attending a fire academy, shall be paid at the “Phase 1 – Trainee” step until successful graduation from the fire academy. Upon graduation from the fire academy, any employee hired after February 26, 2020 shall be paid at the “Phase 2 – Probation” step. Upon successful completion of probation, any employee hired after February 26, 2020 shall be paid at Step 1 of the Private Schedule. An employee hired after February 26, 2020 who is considered a lateral transfer shall be paid at the Phase 2 – Probation step and be required to successfully complete probation before moving in to Step 1 of the Private Schedule. Upon completion of each year of service thereafter, any employee hired after February 26, 2020 shall be paid at the next Step of Appendix A 1-20.

Any Private hired prior to February 26, 2020 with less than one (1) year of service shall be paid at Step 1 of the Salary Schedule for Private in Appendix A1-20. Upon completion of each year of service thereafter, a Private shall be paid at the next Step of Appendix A1-20

10.1(b) Employees assigned to the Fire Marshal’s office shall be compensated at the rank which is directly above the employee’s rank when acting as Fire Marshal i.e. Fire Inspector could only act in the Assistant Fire Marshal position not the Fire Marshal. Only in the case of an absence, prolonged by illness, injury, vacancy or vacation of more than 2 calendar weeks, shall any Fire Inspector receive acting pay more than 1 step above their pay scale if previously approved by the Fire Chief.

10.2 No employee shall be considered as working in an acting capacity unless specifically assigned by the Chief or Chief’s designee on duty, or otherwise acting pursuant to a standing directive of the Chief on such subject. Any employee temporarily working for at least one (1) full day or more in an acting capacity in a classification or rank other than the employee’s own shall be paid the minimum step of the higher classification or rank in which the employee is working.

10.2(b) When the employee works less than one (1) full day, but more than two (2) hours, in an acting capacity (Apparatus operator or Acting Officer), the employee shall be compensated at the hourly rate of the position the employee is temporarily assigned to: For purposes of this section, the employee shall be compensated from the first hour for any work in excess of two (2) hours, as prescribed in section 10:8, for the period of time the employee worked in the acting capacity. This clause will not be in effect when one employee is working for another on an exchange day.

10.3(a) Employees hired prior to February 26, 2020 upon completion of the following periods of full-time serving with the City as of December 1st of each year, shall receive longevity as follows:

For ten (10) through fourteen (14) years of service three hundred (\$300.00) dollars.

For fifteen (15) through nineteen (19) years of service three hundred seventy five (\$375.00) dollars.

For twenty (20) or more years' service four hundred seventy five (\$475.00) dollars.

Employees hired after February 26, 2020 shall not be eligible for longevity pay.

10.3(b) Except for as provided below, one-half of such longevity amount due shall be paid the first full payroll week following December 1st of each year, the other half of such longevity amount due shall be paid the first full payroll week following June 1st of each year. Employees hired after February 26, 2020 shall not be eligible for longevity pay.

10.3(c) Employees hired after February 26, 2020 shall not be eligible for longevity pay set forth in Section 10.3(a).

10.4 Each employee covered by this Agreement shall be placed in a job classification listed in salary schedule of this Agreement. Any permanent classification; relocation or upgrading of an employee during the life of this Agreement shall be made only in the manner provided in the Civil Service Rules governing promotional appointments. If the City shall create any new classification during the life of this Agreement, it will meet with the Union to negotiate as to proper salary for such job.

10.5 Any employee temporarily acting in a higher classification or rank, outside the bargaining unit, shall be paid at the next higher classification or rank, over the employee's current salary rate.

10.6(a) Any employee within the bargaining unit shall receive additional compensation added to the employee's pay during the second payroll week in July of each year for educational attainment at any accredited school or college in any course leading to an Associates' Degree in Fire Technology and Administration, or any other recognized fire service degree as listed below:

60 credit hours \$ 200.00

120 credit hours \$ 400.00

Associates degree as above.

All employees receiving compensation in accordance with this section shall submit copies of their degrees and/or proof of course completion for permanent record in the employee's personnel file.

10.6(b) When an employee is regularly scheduled to be on duty and is required by the Fire Department to attend a Fire School (State Certification for Fire Fighter I or II for example) the employee shall be granted leave from duty, with pay, to attend said Fire School.

10.7(a) Whenever a private is assigned one full day or more, to drive any ladder truck, elevated platform, tactical/rescue unit or engine company vehicle, that employee shall be paid a salary differential of nine percent (9%) applied to the daily rate of a top step private.

10.7(b) Whenever a vacancy occurs in a driving assignment, such vacancy shall be filled by the Chief using the post and bid procedure. The Chief shall consider but not be limited to the recommendation of the Officer on the company on the shift where the vacancy exists. In no event shall an employee with less than three (3) years of service within the New Britain Fire Department be assigned as a permanent driver. The employee so selected for the driving position shall be subject to a probationary period of one (1) year. For the purpose if

this Article, probation shall mean that he may be reassigned from the driving assignment and would be able to use the grievance procedure only if such reassignment is for reasons other than the employee's performance or suitability as a driver. Upon successful completion of his probationary period, the employee shall not be removed from such driving assignment except for just cause.

10.7(c) All employees working in non-classified off-line positions shall be paid a salary differential of fifty (\$50.00) dollars per week in addition to the employee's regular pay grade as listed in the appendices.

10.8 A day's pay shall be computed by dividing the annual rate of salary of the rank in question by 182 regardless of whether such day involves ten (10) or fourteen (14) hours of work. An hour's pay shall be computed by dividing a day's pay by twelve (12). This system shall apply not only with respect to additional days of pay (holidays, vacation days, overtime, etc.) but also with respect to days of pay deducted (suspensions, etc.).

ARTICLE ELEVEN - INSURANCE

11:1(a)(1) The Anthem insurance plan description with thirty dollar (\$30.00) office co-payment, prescription co-payments is set forth in Appendix B. The benefits, co-pays and deductibles provided under the Century Preferred Plan and the Flex 7 dental benefits plans are attached in Appendix B. A complete list of the benefits provided under these plans is available from the provider(s). These plans will be funded in accordance with the terms and conditions agreed to between the City and the Union and as set forth in section 11:1(b) and in Appendix B.

11.1:(a)(2)(a) Effective 7/1/15 and thereafter, all IAFF, Local #992 members (hereinafter "members") shall be offered a \$2,000/\$4,000 High Deductible Health Plan (HDHP) with a Health Savings Account (HSA). HSA accounts shall be funded fifty percent (50%) of the City's contribution on or about July 1 and the remaining City fifty percent (50%) on or about January 1 annually. Members shall obtain an advance against the January (second) HSA City 50% contribution in the event the member's HSA account has been exhausted and unpaid bills exceed \$2000/1000 prior to January 1 annually. If the member has fully funded his/her 50% portion (\$1,000/\$2,000) of the HSA account prior to the January (second) HSA City 50% contribution, and said member has bills exceeding his/her HSA account total, the City shall make an additional contribution, up to the City's 50% unpaid HSA contribution. The HDHP services shall be virtually same as present through the PPO. Contributions shall be as follows:

7/1/18 12% fully insured equivalent premium share and City to pay 50% of HSA
7/1/19 12.5% fully insured equivalent premium share and City to pay 50 % of HSA
7/1/20 13% fully insured equivalent premium share and City to pay 50% of HSA
7/1/21 14% fully insured equivalent premium share a City to pay 50% of HSA
7/1/22 15% fully insured equivalent premium share and City to pay 50% of HSA

Dental Plan and contributions (17%) remain as present for those in the Flex 7 Dental Plan.

(b) For any member continuing to be enrolled in the Century Preferred plan, the City will pay the same dollar amount toward the premium cost for that plan as the City pays for premium cost in the High Deductible Health Plan (HDHP) for each member enrolled at each level of coverage. The member shall pay 100% of the difference between the City's total dollar premium (HDHP Core Plan) and the total premium cost for the Century Preferred plan whichever they are enrolled.

(c) Retirees: City shall pay 100% of health premium share for retirees and spouse for the

period of 5/10 years as provided for under the 2008 – 2014 CBA for the plan the employee is enrolled in at the time of his/her retirement. If the employee is enrolled in the High Deductible Health Plan/HSA, the City shall pay 100% of the member's premium cost share for the High Deductible Health Plan HSA (or HRA where applicable) which shall include up to the spouse and family. The City's HSA deductible contribution for retirees will be handled and paid in as is done in Section 3a above. The City will pay 100% of bills submitted to the Retiree HRA account up to the City's limit of \$1,000 or \$2,000 without payments from the Retiree. Where the employee is enrolled in a health plan other than the High Deductible plan, the City will cover only the employee and spouse.

- (d) Employees not eligible to participate in an HSA due to enrolment in an FSA may participate in the HDHP with a health reimbursement account plan (HRA) with the same deductibles as the HDHP and same funding (60, 55, 50%) until July 1, 2016 (or year of transition from traditional health plan to HDHP). On July 1, 2016 (or year of transition from traditional health plan to HDHP), unused funds from the City's contribution shall be deposited in employee's HSA account if allowed pursuant to law.
- (e) New Hires: Any individual hired by the City after 7/1/2015 shall not be eligible for any City paid health insurance benefits upon retirement and shall only be offered the High Deductible Health Plan with HSA for health insurance upon employment, in accordance with above 11:1:(a)(2)(a) above, as amended.
- (f) Employees not eligible to participate in an HSA/HRA due to active military duty, may participate in the HDHP with a health reimbursement account plan (HRA) with the same deductibles as the HDHP and same funding (50%), with annual rollover of unused deductibles up to the maximum amount of the deductibles. Unused funds shall be deposited in employee's HSA account upon return from active duty and eligibility of an HSA pursuant to law.
- (g) All employees and dependents enrolled in the City's health insurance are strongly encouraged to participate in the City of New Britain Health Enhancement Program which requires employees to do the following:
 - 1. Have their physician complete a preventative health attestation form indicating each employee/dependent is current for age appropriate screenings:
 - Physical exam
 - Breast cancer screening
 - Colon cancer screening
 - Cervical cancer screening
 - 2. Have their physician provide them with age appropriate biometrical results including:
 - LDL HDL, total cholesterol, blood glucose, height, weight, body mass index, waist circumference, blood pressure and pulse.
 - 3. Complete an online health risk assessment, including biometrical results.
 - 4. The aforementioned physical that is part of the HEP plan shall not supplant or substitute the biannual Fire Department physical pursuant to Article 15 of the CBA.
- (h) Bluecare is no longer a health insurance plan offered by the City.

11.1(a)(3) In the event of a predictable cost, fee or tax due to the Affordable Care Act (i.e. Excise Tax), the parties shall agree to reopen and negotiate coverage afforded by the plan to minimize the obligation and/or bargain the allocation of same amongst the City and union.

11.1(a)(4) If an employee is eligible to retire and receive post-retirement health benefits but dies prior, the spouse of said employee shall receive same health benefits for a term up to six (6) months and if no alternative health benefit is available to said spouse at a reasonable cost through his/her employer.

11.2 Each employee may elect to participate in a Group Life Insurance Plan of the City of New Britain in the amount of thirty thousand (\$30,000.00) dollars during the term of employment. The City shall assume the full cost of life insurance coverage for the employee. The employee will also be permitted to purchase additional life insurance at his/her own expense to a maximum of fifty thousand (\$50,000.00) dollars in accordance with the requirements of the optional life benefit program.

11.2(a) Each employee shall be issued a copy of the Life insurance policy, above.

11.3 The city shall at the time of the employee's retirement from the department furnish life insurance coverage in the amount of seven thousand (7,000.00) dollars. The City shall assume the full cost for each employee of the coverage and upon the death of such retired employee, shall pay this amount to the employee's designated beneficiary or legal representative.

11.4 The City shall pay retiree health costs as provided for in 11:1(a)(2)(c) and flexible dental benefits of all individuals who are employees on June 23, 2004 (see list of employees, June 23, 2004, attached as Exhibit A) and who thereafter retire, for the period of the first ten (10) years of their retirement, subject to the following restrictions:

- (A) Effective for employees that retire after June 23, 2004, the employee must be eligible for and must be collecting a normal service retirement benefits under the City's pension plan or MERS. If during any portion of the ten (10) year period the retiree and spouse are eligible for group health insurance through any other employer, whose coverage is equal to or better than the group health provided by the City, the City's obligation during that time shall be limited to reimbursement of any portion of the premium or such coverage which is not paid or reimbursed by any other employer. Questions relating to the interpretation and application of this section, including eligibility for other insurance coverage and comparability of such coverage, shall be subject to the grievance and arbitration provisions of this agreement.
- (B) The City shall pay the full cost of coverage for the retiree and spouse in the case of normal service retirement after at least twenty (20) years of service with the City or retirement under the service-connected disability provisions of the pension plan; 80% of such costs for those who retire after at least fifteen (15) years of such service; 60% of such cost for employees who retire after at least five (5) years of such service, provided in each case the employee meets the age and service requirements for early retirement benefits.
- (C) Any retiree who wishes to enroll additional dependents, or who wishes to remain enrolled beyond ten (10) years after the date of retirement, and any spouse of a deceased retiree who wishes to remain enrolled after the death of the retiree, shall pay the full cost of such group insurance premiums.
- (D) Any retired employee must provide proof of insurability to the satisfaction of the City and/or the insurance carrier(s) in order to be readmitted to the City's health insurance program either during or after the ten (10) year period after retirement.

(E) An employee with a High Deductible Health Plan, upon retirement, will continue health benefits in accordance the retiree provisions for HDHP pursuant to 11:1(a)(2)(c).

11.4(f) Any individual hired into the Local 992 bargaining unit after June 23, 2004 and before July 1, 2015 shall be eligible for any city paid health insurance benefits as outlined in sections (A), (B), (C) and (D) and (E) above, for the period of the first five (5) years of their retirement. Any individual hired after July 1, 2015 shall not be eligible for any City paid health benefits upon retirement or separation of employment.

11.5 If the City finds it desirable to obtain equivalent coverage from alternate carriers, at no additional cost to the employee, the Union agrees to negotiate regarding such change of coverage upon written notice from the City of such intent. If the parties are unable to reach agreement, the City may request an evaluation of the equivalency of coverage by an arbitrator chosen under the provisions of Article 13:5(a). If the arbitrator finds the coverage to be equivalent, the City may exercise the option of changing to the equivalent coverage through an alternate carrier.

11.6 Any employee who is covered under alternate health insurance through an employer other than the City of New Britain (e.g., spouse) may waive their basic health insurance benefits provided by the city (HMO, Blue Cross/Blue Shield and the related riders) for a minimum period of one (1) year. Employees who opt not to accept the health insurance as outlined above shall be compensated on a fiscal year basis capped at the rate of: single - one thousand two hundred dollars (\$1200.00); two-person - two thousand seven hundred dollars (\$2700.00); family - three thousand seven hundred dollars (\$3700.00). Such payment (subject to regular deductions) shall be made during the fourth payroll week in July of each fiscal year. Employees choosing this option shall only be able to change their option effective on July 1 of each fiscal year by notifying the Personnel Director by the preceding April 1. However, any employee who becomes ineligible under some alternate health insurance coverage during the one (1) year period, will be re-enrolled under the City's Health Insurance provisions provided that the City is notified in writing by the Employee. No proof of insurability will be required. In a case requiring the re-enrollment of an employee before the one (1) year period has expired, the employee will receive a pro-rated amount for any full months in which he/she participated in the plan; provided however, that a minimum participation of six (6) full months in the plan is required. Such payment shall be made during the fourth payroll week in July. Any employee choosing this option will be required to sign a waiver of City Insurance (HMO, Blue Cross/Blue Shield, Major Medical and the related riders) and submit proof of alternate health insurance coverage to the Personnel Director and the Union President. If mandated by employer group insurance requirements, the City reserves the right to limit the number of employees who may participate in the plan. The three (3) employees currently receiving this benefit, as of July 1, 2019, whose spouses are employed by the City of New Britain are grandfathered and will continue to receive.

11.7 The City shall offer a Flexible Reimbursement Account Plan as permitted under sections 125 and 129 of the Internal Revenue Service Code.

11.8 The City shall continue to provide full health benefits, for the life of the employee, to any employee, employee's spouse and employee's dependents, as defined in the eligibility section of the medical insurance contract, who retires as a direct result of injuries sustained in the line of duty. The term line of duty is understood to include an occurrence requiring mitigation for which a fire fighter is authorized, obligated or ordered to perform including fire suppression, hazardous materials response, emergency medical operations, rescue or training. Employees that retire as a result of presumptive disease, such as heart disease, or cumulative problems, such as bad backs, etc., may not be covered by this section.

11.9 Should an employee lose his or her life as a result of an occurrence which is compensable pursuant to the workers' compensation laws of the State of Connecticut as a result of the employee's employment as a firefighter with the City, the spouse of the employee at the time of death, or his/her eligible dependents if no spouse is living, shall receive an amount which shall not exceed one hundred (100%) percent of the employee's base salary (not including overtime) at the time of death, annually, until the spouse dies or remarries, or each of the eligible dependents reach the age of twenty-three (23) years. The amount shall include workers' compensation benefits, and any other monies periodically paid by the City. The spouse or dependents shall never collect more than 100% of the employee's base salary at the rank that he/she retired at. The City's responsibility under this section shall be only to supplement up to but not exceeding one hundred (100%) of base salary. Additionally, the City shall provide health insurance to the eligible spouse and dependents the same as provided to active Fire Department employees.

ARTICLE TWELVE - SAFETY AND HEALTH

12.1 Fire duty turn-out gear (coat, helmet, day boots with steel inserts and steel cap, bunker pants and boots and gloves) shall be O.S.H.A. approved, uniform badges (breast, lapel and cap) shall be furnished to each employee as required. Request for replacement shall be made to the employee's immediate supervisor. The Chief or Chief's designee on duty shall verify the need for such request and authorize replacement.

12.2 Employees shall not be required to furnish or pay for any tools, equipment, appliance, etc., necessary in the performance of their work or duty provided that they may be requested to replace at their own expense any such items damaged or lost due to their own willful negligence or gross neglect.

12.3(a) New members shall receive a clothing allowance for the fiscal year of their appointment as follows:

Appointment prior to December 1st	\$550.00
Appointment during the remainder of the fiscal year	\$300.00

12.3(b) Subsequent to the first fiscal year, each member shall receive an annual clothing allowance of \$550.00

12.3(c) If any portion of the dress uniform of an member of the fire fighting forces is damaged or destroyed while engaging in fighting a fire, it shall be replaced by the City, at no cost to the employee, unless willfully negligent. Uniformity of all work and dress clothing shall be maintained by all department personnel as prescribed by the Chief or the Chief's designee. Any contemplated changes shall first be discussed with the Union before being implemented.

12.3(d) All personnel who are assigned to work in an off line position and are required to wear a dress uniform during working hours shall receive an additional fifty (50) dollars clothing allowance.

12.4 Articles of personal wearing apparel and other personal items, such as dentures and eyeglasses, which are lost, damaged or destroyed while engaged in responding or returning from an alarm, or in fighting a fire, shall be repaired or replaced by the City, unless such loss, damage or destruction was due to the employee's own negligence.

12.5(a) The City agrees to provide safety devices and sanitary conditions as required by local, State and Federal law on the apparatus, vehicles and in the quarters and work places of employees. First aid kits on all apparatus shall be fully supplied

12.5(b) The City shall make available snow blowers or other similar equipment for snow removal at each fire station.

12.5(c) There shall be provided at fire headquarters and at all new fire stations erected during the life of this Agreement a day-room and a separate study room.

12.6 Upon request of a company officer, approved by the Chief or Chief's designee on duty, routine company inspections may be called off.

12.7 A joint safety committee shall be formed by the City and the Union and said committee shall meet at the request of either party to review and recommend safety and health conditions in the department. This committee shall be comprised of a minimum of three (3) representatives designated by the Union and three (3) representatives designated by the City.

12.8(a) A bargaining unit employee who contracts AIDS* after initial employment will be entitled to the presumption that he/she contracted AIDS* in the line of duty if all the following terms and conditions are strictly adhered to:

(A) For all persons hired after June 23, 2004, the employee, prior to his/her start date, must submit to an AIDS* test and the employee does not test positive; and

(B) For all employees hired before June 23, 2004, the employee submits to an AIDS* test and the employee does not test positive; Provided, however, that there shall be no presumptions that an employee contracted AIDS* in the line of duty if, prior to any alleged on-duty exposure, the employee failed to submit to an AIDS* test that produced a negative result; and

(C) The employee has, while on duty and performing work for the City, been exposed to a patient who has AIDS* and, further, this exposure was more than casual but instead involved the direct contact with blood or other bodily fluids; and

(D) Said exposure is reported by the employee by way of authorized exposure report to the Fire Chief or his designee within thirty (30) days of the employee being notified of exposure to AIDS*; and

(E) The employee who alleges to have been exposed to AIDS* submits to a confirmatory AIDS* test administered by the City, which test actually does confirm that the employee has contacted AIDS*; and

(F) The employee must immediately provide the City with a written medical authorization which is sufficient to release any and all of the employee's medical records pertaining to AIDS* and which otherwise waives the physician-patient confidentiality and authorizes the employee's physician(s) to discuss his/her medical condition(s) with the City.

12.8(b) An employee who asserts and receives the above presumption may be eligible for and/or be required to:

(1) Retire with a disability pension per section 14.1(g)(1) of the collective bargaining agreement.

(2) Continue to perform his/her normal job duties.

- (3) Perform some but not all of his/her normal job duties.
- (4) Perform other duties within the Fire Department.

An employee who is claiming this presumption and who refuses to perform work within the Fire Department that he/she is physically able to perform will lose this presumption and the AIDS condition or impairment will not then be presumed to have occurred in the line of duty.

(*AIDS, Aids-Related Cancer (ARC), HIV, SARS, CA, ALL HEPATITIS STRAINS, AND THE RESULT OF WMD)

ARTICLE THIRTEEN - GRIEVANCE PROCEDURE AND ARBITRATION

13.1 For the purpose of this agreement, the term "grievance" shall mean disputes between the City with the Union and/or an employee over the interpretation or application of any written section of this Agreement.

13.2 Except as provided in Section 13:5 (b) the grievance may filed with the Assistant Fire Chief within fourteen (14) calendar days of the event giving rise to it. The Assistant Fire Chief shall attempt to adjust the grievance by meeting with the Union within three (3) working days thereafter and answer it in writing within three (3) working days after meeting with the aggrieved employee and/or the Union.

13.3 If not settled, the grievance may then be submitted to the Chief within five (5) working days after receipt of the answer of the Assistant Fire Chief. The Chief shall meet with the Union Grievance Committee within five (5) working days thereafter and attempt to adjust the grievance. The Chief shall answer the grievance within five (5) working days after the above meeting.

13.4 If unsettled, the grievance may then be submitted to the Mayor or the Mayor's designee within five (5) working days after receipt of the Chief's answer. The Mayor or the Mayor's designee shall meet with the President and Secretary-Treasurer of the Union, or their designee within seven (7) working days thereafter and attempt to adjust the grievance. The Union may, if they desire, have an international representative present at such meeting. The Mayor or Mayor's designee shall answer the grievance within five (5) working days after the meeting with the Union. A copy of the answer shall also be sent to the Chief

13.5(a) If any grievance as defined in Section 13:1 of this Agreement remains unsettled, it may be submitted to arbitration at the request of the Union to the Connecticut State Board of Mediation and Arbitration, provided that the City may as specified below have the grievance arbitrated under the Voluntary Labor Arbitration Rules of the American Arbitration Association. If the Union desires to submit a grievance to arbitration, it shall give notice of such intention to the City within thirty (30) days after receipt of the written answer of the Mayor or Mayor's designee in 13:4. If the City desires the grievance to be arbitrated by the American Arbitration Association, it shall so advise the Union and the Association, in writing within seven (7) days after receipt of notice from the Union. In such event, the City shall pay the entire administration fees of the Association for such grievance as well as any fee of arbitrators selected.

13.5(b) Any grievance involving disciplinary action of the type set forth in Section 7:1 may be submitted in writing directly to the Chief within (14) days of the date on which notice is given to the employee affected and the Union as provided in Section 7:3. The Chief shall within three (3) working days after the grievance is filed, meet with the Union and/or the employee in an effort to adjust it and shall answer the grievance within three (3) working days after such meeting. If not settled, it may then be submitted in accordance with the procedures set forth in Section 13:4 and 13:5 (a).

13.6 The arbitrator shall hear and decide only one (1) grievance at a time provided however that by agreement of parties the arbitrator may hear more than one (1) grievance at the same time. The award shall be final and binding as provided by law. The arbitrator shall be bound by and must comply with all the terms of this Agreement and shall have no power to add to, subtract from or in any way modify the provisions of this Agreement.

13.7 Any time limits specified within this Article, except for the initial filing of a grievance, may be extended by mutual agreement of the parties involved at any step provided that if a grievance is not submitted to a higher step in the above procedure it shall be deemed settled on the basis of the City's answer in the last step considered. A grievance not answered by the City within the time limits in the above procedure may be referred to the next step by the Union.

13.8(a) A grievance may be submitted directly to the Chief by the Union and processed beginning with Section 13:3 of the grievance procedure above.

13.8(b) Any aggrieved employee who requests to be present at a meeting under a step in the grievance procedure shall be permitted to do so but shall not be paid therefore, unless the parties in the step involved mutually request such presence, in which event, the grievant shall suffer no loss of pay if on duty at such time.

ARTICLE FOURTEEN - RETIREMENT AND SURVIVORS' BENEFITS

14.1(a) For each regular, full-time member of the New Britain Fire Department hired prior to July 1, 1995, the pension benefits as outlined below represent the total retirement and survivor's benefits. Employees hired on or after July 1, 1995 shall be enrolled in and entitled to all benefits of the Connecticut Municipal Employees' Retirement Fund B (MERF B) and the benefits outlined in this Article Fourteen, with the exception of participation in the Deferred Compensation Plan (14:1(f)), shall not pertain to such employees.

14.1(b)(1) Present employees hired prior to July 1, 1990 or any employee hired to fill a vacancy which occurred prior to July 1, 1990, shall pay a seven percent (7%) payroll contribution for pension purposes. Notwithstanding the foregoing, employees who have completed thirty five (35) years of service shall not thereafter make contributions for pension purposes. Any employee who has completed thirty five (35) years of service shall have any contributions made by him after completion of 35 years reimbursed to him.

Effective September 14, 2013, Section 14:1(b)(1) will be amended as follows:

Present employees hired prior to July 1, 1990 or any employee hired to fill a vacancy which occurred prior to July 1, 1990, shall pay a seven percent (7%) payroll contribution for pension purposes. Notwithstanding the foregoing, employees who have completed thirty six (36) years of service shall not thereafter make contributions for pension purposes.

14.1(b)(2) Any employees hired to fill vacancies occurring after July 1, 1990 shall pay a five and one-half percent (5 1/2%) payroll contribution for pension purposes. In both cases, no such deductions shall be applied to overtime earnings. There shall be no contributions for pension purposes from employees who have completed thirty five (35) years of service.

Effective September 14, 2013, Section 14:1(b)(2) will be amended as follows:

Any employees hired to fill vacancies occurring after July 1, 1990 shall pay a five and one-half percent (5 1/2%) payroll contribution for pension purposes. In both cases, no such deductions shall be applied to overtime earnings. There shall be no contributions for pension purposes from employees who have completed thirty six (36) years of service.

14.1(b)(3) For employees hired prior to July 1, 1999, the employee pension contributions, will be tax-deferred in accordance with the Internal Revenue Service's terms and conditions.

14.1(c)(1) Each Firefighter's payroll contribution to the pension fund shall be paid at the rate of a Lieutenant's salary, and upon retirement, said pension benefit shall be computed and granted at the rank of Lieutenant.

14.1(c)(2) The contribution to the pension fund as well as the retirement computation for all other positions will be based upon the rank of the employee.

14.1(d)(1) Regardless of age, the pension benefit for individuals presently employed as of July 1, 1990; and thereafter will be computed based on section 14:1 (c) (1) and (2) above.

14.1(d)(2) Each regular, full time employee hired prior to July 1, 1995, may retire upon completion of twenty (20) years of service at fifty five percent (55%) of pay. Each such employee who, at the time of retirement, has in excess of twenty years of service, shall receive an additional one and ¼ percent (1.25%) for each completed year after twenty (20) years (see chart which follows) to a maximum pension benefit of seventy-five percent (75%) of pay after thirty six (36) years of service.

<u>Years of Service</u>	<u>Percentage (%) of Pay</u>
20	55.00%
21	56.25%
22	57.50%
23	58.75%
24	60.00%
25	61.25%
26	62.50%
27	63.75%
28	65.00%
29	66.25%
30	67.50%
31	68.75%
32	70.00%
33	71.25%
34	72.50%
35	73.75%
36	75.00%

14.1(e)(1) Employees hired prior to July 1, 1990 and any employees hired to fill a vacancy which has occurred prior to July 1, 1990 shall receive full escalation of pension benefits. As such, eligible employees after retirement shall receive a pension benefit which is computed based on the percent of salary at retirement and the compensation being paid in each fiscal year to active employees in the same grade as that held by such retiree at the time of retirement.

14.1(e)(2) The parties agree that the escalation of pension benefits for eligible employees as stated in

14:1(e)(1) above will not be a mandatory subject of bargaining for a period of ten (10) years from implementation date of this agreement.

14.1(e)(3) The parties agree to incorporate the provisions of section 14:1(e)(1) in a separate agreement with the individual members of the bargaining unit who were employed prior to July 1, 1990 or hired to fill a vacancy occurring prior to July 1, 1990. Such agreement shall be binding on the City and on such individuals regardless of the results of future negotiations between the City and the Union on the subject of escalation of pension benefits. However, the Union does not waive its rights to represent such individuals, and the City shall have no right to negotiate directly with such individuals, as long as they remain employed by the City and are covered by the provisions of this article, or by successor provisions governing the escalation of pension benefits.

14.1(f) Employees hired as a result of vacancies occurring after July 1, 1990 shall participate in a Deferred Compensation Plan agreed to by the City and the Union. The City shall, on behalf of such employee, contribute an amount equal to one and one-half percent (1 1/2%) of the employee's base pay into said compensation plan. The employee shall participate in such plan with a minimum contribution of one and one-half percent (1 1/2%) of base pay to a maximum of seven percent (7%) of base pay. Any benefits derived from such plan shall be in accordance with the plan's rules and procedures as well as, applicable State and Federal laws.

14.1(g)(1) Any regular member of the Fire Department who shall become permanently disqualified from performing any duties connected with the Fire Department, upon a certificate of a physician(s) appointed by the Board of Fire Commissioners, showing that such member is permanently disqualified for the performance of all fire duty and that such disqualification is caused by the natural infirmities of age or by some injury received, disease contracted or exposure endured while performing the duties of his or her service without fault on his or her part shall be permanently retired at a minimum of one-half (1/2) pay or more.

14.1(g)(2) Any regular member of the Fire Department who has been employed for a minimum of ten (10) years and who becomes permanently disqualified from performing any duty upon a certificate of a physician(s) appointed by the Board of Fire Commissioners, showing that such member is permanently disqualified for the performance of all fire duty and such disqualification is caused by the natural infirmities of age or by some injury received, disease contracted or exposure endured, without fault on his or her part, may be permanently retired at a minimum of one-half (1/2) pay or more, if the employee is qualified for such based on the number of years of service at the time of such non-service connected disability retirement.

14.1(g)(3) The Board of Fire Commissioners shall have the power to order any member of the department who has retired for reason of physical or mental disability pursuant to Section 14:1(g)(1) and (2) above to submit to a re-examination at any time during the period of ten (10) years from the date of his retirement or the date he would have been able to retire had he not retired for such disability, whichever occurs first. Such examination to be conducted by a physician or physicians appointed by said Board and the expense connected with this examination shall be borne by the City of New Britain.

Should the subject of this examination be found capable of returning to active duty, he shall be reinstated at the same rank held at the time of his retirement (and for all purposes will be considered to have had continued employment as though he had not retired). The City will not demote or lay off any other employee because of the returning to duty of such retired employee. In the event said retired member shall fail to comply with the order for re-examination, or if after re-examination, shall fail to comply with the request of the Board of Fire Commissioners to return to duty said Board of Fire Commissioners and Trustees shall have the power to stop future pension payments until the order has been complied with.

14.1(g)(4) The retiree, spouse or dependents shall never collect more than 100% of the employee's base salary

at the rank that he/she retired at. The City's responsibility under this section shall be only to supplement up to but not exceeding one hundred (100%) of base salary at the rank that he/she retired at.

14.1(h) Upon the death of an active or retired employee of the Fire Department, a contributor to the fire pension fund, there shall be paid to his widow or her widower during his or her life in equal monthly installments, from the fire pension fund a sum equal to one-half (1/2) of the amount which her husband or his wife would have received if he or she had continued to live and was retired, the date of such retirement to be taken at the date of his or her actual retirement if he or she was a retired firefighter or officer, or if he or she was not a retired firefighter or officer, then the date of his or her retirement to be taken as of the date of his or her death; or if he or she shall leave no widow or widower, his or her child or children shall be paid such sum to be divided among them equally until they shall have reached the age of eighteen (18) years or twenty-five (25) years if they are attending college full time. As each child shall reach the age of eighteen (18) or twenty-five (25), his or her share shall be divided equally among the children under the age of eighteen (18) or twenty-five (25) if attending college full time. Should there be no widow or widower nor children, payment shall be made to the father and mother, in equal amounts or to the surviving parent, of they be dependent, such dependency to be determined by the Board of Fire Commissioners. If such widow or widower shall remarry, all payments shall thereupon cease. The widow or widower of any retired firefighter or officer who married him or her subsequent to his or her retirement or to the children of such widow or widower, shall not be entitled to benefits awarded in this section to widows or widowers or children of retired officers or firefighters. Should there be no dependents as stated in this section an amount equal to the employee's total contribution into the pension fund shall be paid into the employee's estate.

14.1(i) Sections 1971, 1972, 1973, 1974, 1980, of the Fireman's Pension Fund as provided for in the Charter of the City of New Britain shall become by reference a part of this agreement.

14.2(a) Employees shall be fully vested after ten (10) years of continuous service in the fire department. The term "fully vested" shall mean that upon separation from employment with the New Britain Fire Department prior to retirement (twenty years) such employee may elect not to withdraw the contributions paid into the pension fund, and instead to collect, upon reaching the age when the employee would have been eligible for a normal fifty-five percent (55%) pension, a retirement allowance based on two and three-quarters percent (2 3/4%) of compensation per year of continuous service completed prior to separation from employment. Such percentage shall be applied against the employee's rate of compensation (or rate of compensation which determines the employee's contributions) at the time of the employee's separation from employment, without the benefit of the escalation provisions of the pension fund.

14.2(b) Section 14:2 applies to eligible rollover distributions as defined below. Notwithstanding any provision of the plan to the contrary that would otherwise limit a distributee's election under this section, a distributee may elect, at the time and in the manner prescribed by the plan administrator, to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the distributee in a direct rollover,

For the purpose of section 14:2, the following terms shall have the meanings stated herein:

I. Eligible rollover distribution: An eligible rollover distribution is any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover distribution does not include: the return of after tax employee contribution; life annuity benefits whether paid on account of retirement, disability, or death; any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's designated beneficiary, or for a specified period of ten (10) years or more; any distribution to the extent such distribution is required under

section 401 (a) (9) of the code; and the portion of any distribution that is not includible in gross income.

II. Eligible retirement plan: An eligible retirement plan is an individual retirement account described in section 408 (a) of the code, an individual retirement annuity described in section 408(b) of the code, an annuity plan described in section 403(b) of the code, or a qualified trust described in section 401(a) of the code, that accepts the distributee's eligible rollover distribution. However, in the case of an eligible rollover distribution to the surviving spouse, an eligible retirement plan is an individual retirement account or individual retirement annuity.

III. Distributee: A distributee includes an employee or former employee. In addition, the employee's or former employee's surviving spouse and the employee's or former employee's spouse or former spouse who is the alternate payee under a qualified domestic relation order, as defined in section 414(p) of the code, are distributees with regard to the interest of the spouse or former spouse.

IV. Direct rollover: A direct rollover is a payment by the plan to the eligible retirement plan specified by the distributee.

14.3 Employees hired after July 1, 1995 shall be enrolled in the Connecticut Municipal Employees' Retirement Fund B (MERF B).

ARTICLE FIFTEEN - MEDICAL EXAMINATIONS

15.1 The City shall provide and pay the cost of physical examinations for each employee at least once every two years.

15.2 Physical examinations shall be conducted by a doctor or medical group chosen by the City after consultation with the Union.

15.3 Physical examinations shall include analysis of blood pressure, stress and other items related to heart and hypertension problems.

15.4 Results of the physical examinations shall be available only to the individual employee and the Personnel Director.

15.5 The results of the physical examination shall include recommendations by the physician or medical group designed to minimize potential heart and hypertension problems.

ARTICLE SIXTEEN - GENERAL PROVISIONS

16.1 The provisions of this agreement shall be applicable to all employees covered without regard to race, color, creed, sex or national origin.

16.2 The Union shall retain its bulletin boards for its exclusive use in each fire station and other divisions covered by this Agreement.

16.3 There shall be no restriction concerning the residence of any member covered by this Agreement other than that the employee may reside within any town whose closest point is within thirty (30) minutes travel time of the border of New Britain, under normal road and traffic conditions. Normal conditions shall be considered to be during daylight hours and at times other than morning and/or evening rush hours. Should a question of what constitutes thirty (30) minutes travel arise, it shall be mutually agreed to by the Chief and the Union.

16.4 Upon fifteen (15) days written request stating the reasons therefore, the Personnel Director in

consultation with the Department Head may for good cause grant a leave of absence, not to exceed one (1) year. Employees shall report for duty at the expiration of such leave. Such leave shall not be used for the purposes of obtaining new employment elsewhere during such leave within the State. No seniority shall accrue during such leave and an employee's next vacation pay shall be reduced accordingly on a pro-rata basis to the extent of the actual time worked during the vacation year.

16.4(a) A leave of four (4) working days or less will be defined as a "leave granted". Any request for a leave granted will be handled pursuant to the procedure set forth in section 9:2. In a leave granted situation a replacement (rank for rank) shall be hired automatically. Any leave of five (5) working days or more shall be considered a "leave of absence" and section 16:4 shall apply. A leave of absence situation under section 16:4 will not have a replacement hired automatically.

16.5 Conditions related to living accommodations and facilities at each fire station shall be continued.

16.6 The parties agree that evidence of past practice may be used in determining the proper interpretation and application of any provision of the Contract. However, evidence of past practice may not be used to amend or modify a Contract provision which is clear on its face, or to establish the existence of a benefit which is not already set forth in the Contract.

16.7 Major repairs and major maintenance of the interior and exterior of the Department building and grounds shall not be considered the work of personnel on regular duty. House details and routine periodic maintenance work shall be assigned in an equitable manner.

16.8 One member per participating company, who are delegates to the annual State Fireman's Association Convention, and who is scheduled to be on duty on the date of the business session of said convention, shall be granted the day shift (-0800-1800) off with pay.

16.9 The Chief or Chief's designee on duty, may, as operational requirements permit, allow any employee who is on duty to be excused to voluntarily attend fire service connected training, educational or professional courses which are held within the State of Connecticut.

16.9(a) If an employee assigned to the training division, Fire Marshal's Office or the Mechanic's bureau, attends a school or seminar to attain or retain a City, State or Federal required certification (Fire Marshal's, Instruction, etc.) the employee shall be granted a compensatory day off each day, the employee attends such schools or seminars on the employees normal off duty hours.

16.10 The City shall provide in each fire station a reference library containing material pertaining to the fire service which shall be available to all employees assigned to the station.

16.11 The Union shall be permitted to make copies of minutes of all meetings held by the Board of Fire Commissioners.

16.12 The parties agree to continue for the period of this agreement an Employee Performance Evaluation System, provided the evaluation shall no longer affect an employee's progression within the salary range for his position. If the City changes an existing system, it shall negotiate over the effects of such change upon the request of the Union. Such negotiations shall include mediation and Binding Arbitration, if necessary. Nothing herein shall be construed to require negotiation under Connecticut General Statute 7-474(g) or other applicable law.

16.13 Unless specifically required for job-related duties or approved by the Fire Chief or Chief's designee, any vehicle assigned to a Deputy Fire Chief will not be allowed outside the City limits of New Britain.

16.14 Deputy Fire Chiefs will be responsible for providing their own personal transportation to the Deputy Fire Chiefs headquarters at the start of their work shift.

16.15 The Union shall be allowed to continue the practice of keeping its records and files etc. in a Fire Station.

16.16 If an employee is mandated by the City or its designee to see a physician during the employee's scheduled shift because of a Worker's Compensation claim, the employee shall be granted leave from duty, with full pay to see said physician.

16.17 The City agrees to continue the practice of making available to all employees, payroll deductions to the Achieve Financial Credit Union Inc. and/or Valley Teachers Federal Credit Union.

16.18 As a condition of employment, employees hired after July 1, 1990 shall non-smokers and shall remain non-smokers for the duration of their employment. Failure to do so will be grounds for progressive discipline as follows:

First infraction	Verbal reprimand
Second infraction	Written reprimand
Third infraction	One day suspension
Fourth infraction	Ten day suspension maximum
Fifth infraction	Termination maximum

16.19 The New Britain Fire Department shall be the designated medical first responder for the City of New Britain upon the completion of training and certification, of standard operating procedures and department directives and medical protocols, and of the equipping of all fire companies with appropriate medical equipment and supplies.

16.20 There shall be no layoffs or reduction of companies from the present levels for the duration of this Agreement which is until 6/30/14. In the event that the section above is violated by the City, the parties agree that the rate of compensation for overtime shall be time and a half. Additionally, the parties agree that in the event the section above is violated, the City will reimburse the Union for its costs associated with grieving and/or arbitrating the City's violation.

16.21 Any employee whose position and/or assignment is stationed at City Hall, and who chooses to park at City Hall, will pay \$25.00/month for parking

ARTICLE SEVENTEEN - DURATION AND RENEWAL

17.1 The parties agree that all points covered herein -above constitute the full and complete Agreement between them and supersedes all prior written memoranda of understanding with respect thereto for the employees covered hereunder. Each party has been fully represented and had adequate opportunity to make proposals and counter proposals and neither shall be required without its consent, unless provided otherwise in

this agreement, to bargain further during the term of this Agreement on any subject matter discussed during contract negotiation, unless and until notice, in accordance with Section 17:5 below is given.

17.2 No individual employee in the bargaining unit, or unauthorized representative, agent or employee of the City may enter into any separate agreement or understanding which will be inconsistent with the terms of this Agreement.

17.3 This Agreement may be altered or modified only by written mutual agreement of the parties hereto.

17.4 This Agreement shall be binding upon the City and the Union on the date signed below, and shall continue in full force and effect until midnight of the 30th day of June, 2023 when it shall expire. However, if neither party gives notice under section 17:5 below, this Agreement shall automatically renew itself for an additional period of one (1) year and all provisions shall remain in effect with the same force as during the original thereof.

17.5 If either the Union or the City desires to meet for the purposes of negotiating changes or modifications in the provisions of this Agreement, they shall give written notice of such desire to the other by certified or registered mail not more than One Hundred Eighty (180) days nor less than One Hundred Fifty (150) days prior to the expiration thereof

17.6 Negotiations upon proposed changes in the terms of this Agreement shall begin not later than fifteen (15) days after receipt of the notice specified in Section 17:5 by either party. In the event agreement is not reached by the expiration date set forth in Section 17:4, the parties may extend the Agreement in writing for any mutually satisfactory period.

ARTICLE EIGHTEEN - SUBSTANCE ABUSE POLICY

18.1 Policy

The City of New Britain and the New Britain Fire Fighters, Local 992, IAFF, recognize that drug use by employees would be a threat to the public welfare and the safety of department personnel. It is the goal of this policy to eliminate or remedy illegal drug usage through education and rehabilitation of the affected personnel. The use of alcoholic beverages or unauthorized drugs shall not be permitted at the Employee's work sites and/or while an employee is on duty, nor shall an employee be under the influence of alcohol or illegal drugs while on duty.

18.2 Informing Employees About Drug & Alcohol Testing

All employees shall be fully informed of the Fire Department's drug and alcohol testing policy. Employees will be provided with information concerning the impact of the use of alcohol and drugs on job performance. In addition, the City shall inform the employees on how the tests are conducted, what the test can determine, the consequence of testing positive for drug use, and any drug or alcohol counseling, rehabilitation, and employee assistance programs that are available. All newly hired employees will be provided with this information during their initial period of orientation. No employee shall be tested before this information is provided to him/her. All Fire Department employees who hold a supervisory position will be required to attend training which is mutually accepted by the Union and the City with regard to drug and alcohol use and the physical, behavioral and performance indicators of possible drug and alcohol use that will be used in determining whether an employee is subject to the reasonable suspicion testing as outlined in this article.

18.3 Employee Testing

No employee will be tested for drug or alcohol abuse unless there exists reasonable suspicion cause to believe that the fire fighter to be tested is under the influence of illegal drugs or alcohol. Mass testing is prohibited; random testing is prohibited unless it is part of follow up care for rehabilitation, as referenced in Section 10. Any fire department officer who has reasonable suspicion to suspect that an employee is under the influence of illegal drugs or alcohol while on duty shall immediately inform the line Deputy Chief. Any Deputy chief who believes there is reasonable suspicion to suspect that an employee is under the influence of alcohol or illegal drugs shall immediately inform the Fire Chief or Assistant Chief, for the purposes of confirming the reasonable suspicion. The Chief shall contact an Executive Board Officer or other bargaining unit employee for the purpose of involving the appropriate and available Union representative in the immediate situation. The Chief (or Assistant Chief) may then order the employee to report to a medical facility and provide blood and urine samples for testing.

In the presence of an employee and Union representative, the Supervisor shall present the observations establishing the reasonable suspicion for testing. The employee shall upon hearing the Supervisors confirmed observations, receive a written description of his/her rights, obligations, and options and shall be presented with the opportunity to immediately self-refer to the employee assistance program. This "self-referral after confrontation" option shall only be available to an individual once in every two year period.

While the observations of the Executive Board Officer or other bargaining unit employee may be solicited and are relevant in the context of the joint Employer/Union commitment to addressing the problem of substance abuse, Union representatives will not be expected to give their assent to the Supervisor's decision to require testing or to take other management action.

An employee who does not self-refer into the employee assistance program and refuses to go to a medical facility, after being informed of the observations establishing reasonable suspicion and of the requirement for immediate fitness for work examination and provisions of blood and urine samples, will be subject to disciplinary action up to and including discharge.

If requested, the employee shall sign consent forms authorizing: (1) the medical facility to withdraw a specimen of blood and urine; (2) the testing laboratory to release the results of the testing to the medical facility or physician review, and to the employer; (3) at the employee's discretion, he/she may authorize the same release as defined in (2) to the Union. By signing these consent forms, the employee does not waive any claim or cause of action under the law. An employee's refusal to sign the release shall constitute a refusal to be examined and tested, subject however, to the following:

An employee who refuses to be examined and tested shall be encouraged to go to the medical facility for this purpose, with the understanding that blood and urine samples drawn will not be tested unless the employee, within twenty-four, hours, authorizes that these be tested. If at the end of this period, the employee still refuses to have the samples tested, the employee will be subject to disciplinary action, up to and including discharge, unless the employee agrees, within the same twenty-four hour period, to self-refer into the employee assistance program.

Any officer who has begun this process by notifying a superior officer that an employee appears to be under the influence of illegal drugs or alcohol shall submit in writing to the Fire Chief a confidential report of the physical, behavioral, or performance indicators observed which shall be considered within the scope of said officer's employment. Failure to follow any of these procedures shall result in the elimination of the test results as if no test had been administered. The test results shall be destroyed and no discipline shall be levied against the employee.

18.4 Reasonable Suspicion

Reasonable suspicion is that quantity of proof or evidence that is more than a hunch, but less than probable cause. Reasonable suspicion must be based on specific, objective facts and any rationally derived inferences from those facts about the conduct of an individual that would lead the reasonable person to suspect the individual is, or has been using drugs while on or off-duty.

18.5 Confidentiality

Confidentiality must be maintained during the entire process. No individual involved in the process shall reveal any of the details or particulars of any incident to anyone other than is necessary to implement this process. Any violation of this confidence will subject the violator to the most severe disciplinary action. It is also agreed that anyone knowingly bring false charges against an individual or using this procedure for harassment or personal reasons will be subject to disciplinary action.

18.6 Sample Collection

The collection and testing of samples shall be performed only by a laboratory and by a physician or health care professional qualified and authorized to administer and determine the meaning of any test results. The laboratory chosen must be agreed to between the Union and the City. The laboratory used shall also be one whose procedures are periodically tested by NIDA, where they analyze unknown samples sent to an independent party.

Collection of blood and urine samples shall be conducted in such a manner which provides the highest degree of security for the samples and freedom from adulteration. Recognized strict chain of custody procedures must be followed for all samples, as set by NIDA. The Union and the City agree that the security of the biological urine and blood samples is absolutely necessary; therefore, the City agrees that if the security of the sample is comprised in any way, any positive test shall be invalid and may not be used for any purpose.

A split sample shall be reserved in all cases for an independent analysis in the event of a positive test result. The second sample, the "split" exists solely as an added safeguard for an employee who has been notified that he/she tested positive for drugs. Within 72 hours after an employee who has been notified by a Medical Review Officer of a confirmed positive test, the employee can request that the "split" be sent to another Department of Health and Human Services certified laboratory for analysis. All samples must be stored in a scientifically acceptable preserved manner as established by NIDA. All positive confirmed samples and related paperwork must be retained by the laboratory for at least six months or for the duration of any grievance, disciplinary action, or legal procedure whichever is longer.

Tests shall be conducted in such a manner that an employee's legal drug use and diet does not affect the test results.

18.7 Testing Procedures

The laboratory shall test for only the substances and within the limits for the initial and confirmation test as provided within the NIDA standards. The initial test shall use an immunoassay which meets the requirements of the Food and Drug Administration for the commercial distribution. The testing shall be done by the selected laboratory and the standards shall be those spelled out in 49CFR, part 40, page 540 (10-1-93 edition or current equivalent).

Any sample which has been adulterated or is shown to be a substance other than urine shall be reported as such. All samples which test positive on a screening test shall be confirmed by gas chromatography-mass spectrometry. No records of unconfirmed positive tests shall be released by the laboratory.

The Union and the City shall select a Medical Review Officer who is suitably trained to interpret test results and interview the tested employee to determine that any positive test results are the result of illegal drug use.

All results shall be evaluated by the Medical Review Officer prior to being reported to the Fire Chief.

The test results shall not be reported outside of the Fire Department except as is necessary to implement this process.

18.8 Alcohol Testing

A breathalyzer or similar test equipment shall be used to screen for alcohol use and, if positive, shall be confirmed by a blood alcohol test performed at the laboratory. This screening test shall be performed by a mutually acceptable qualified individual or laboratory, utilizing equipment certified by the Connecticut State Police. An initial positive level shall be .05 grams per 210 L. of breath. If initial testing results are negative, testing shall be discontinued, all samples destroyed, and records of the testing shall not be entered into the employee's file. Only specimens identified as positive on the initial test shall be confirmed using a blood alcohol level. Sample handling procedures, as details in 18:6, shall apply. A positive blood level shall be .05 grams per 100 ml of blood. If confirmatory testing results are negative, all samples shall be destroyed and records of the testing shall be destroyed and records of the testing shall not be entered into the employee's file.

18.9 Discipline

No employee, while on or off duty, shall illegally possess or ingest any controlled substance. No employee while on-duty shall engage in the use of alcohol or while off-duty engage in the illegal use of alcohol. Any violations of this policy may involve discipline up to and including discharge. Any such disciplinary action is subject to Article Seven of the collective bargaining agreement.

18.10 Rehabilitation/Employee Assistance Program

Each person whose urine or blood tests positive for illicit drugs or alcohol shall be medically evaluated, counseled and treated for rehabilitation, if required. Employees who voluntarily come forward and ask for assistance to deal with a drug or alcohol problem shall not be subject to disciplinary action solely on the basis of that drug or alcohol problem. This program is designed to provide care and treatment to employees who are in need of rehabilitation. Details concerning treatment any employee receives at this program shall remain confidential and shall not be released to the public. The City shall provide the cost of the treatment in accordance with the City's Health Plan.

No employee shall be relieved or transferred to other than his usual duties on the basis of one test result, although the employee may be re-evaluated for his/her duty assignment. While undergoing treatment and evaluation, employees shall receive the usual compensation and fringe benefits at their assigned position until they have depleted their accrued banks of authorized leave (i. e: sick/vacation/paid holidays), at which time they would be on Medical Leave without pay.

18.11 Rights of Appeal

Each employee retains the right to challenge any aspect of the drug testing program in the same manner that he/she may grieve an action in accordance with the collective bargaining agreement.

18.12 Duty Assignments After Treatment

Once an employee successfully completes rehabilitation, he/she shall be returned to his/her regular

duty assignment. Employee reassignment during treatment shall be based on each individual's circumstances. If follow-up care is prescribed after treatment, this may be a condition of employment. Once an individual returns to his/her regular duty assignment, at the end of two years the records of treatment and positive drug test results shall be retired to a closed medical record. The employee shall be given a fresh start with a clean administrative record in regard to drug and alcohol use or treatment (as limited by FOI Act).

18.13 Right of Union Participation

At any time, the Union, upon request will have the right to inspect and observe any aspect of the drug testing program with the exception of individual test results and City administrative discussions. The Union may inspect individual test results if the release of this information is authorized by the employee involved.

18.14 Union Held Harmless

The drug testing program is solely initiated at the behest of the City of New Britain. The City shall be liable solely for its legal obligation and cost arising out of the provisions and/or application of this collective bargaining agreement relating to its responsibilities for drug testing. The Union shall be held harmless from any claims concerning the City's responsibilities for drug testing.

18.15 Conflict with Other Laws

This Article is in no way intended to supersede or waive an employee's federal or state constitutional rights.

ARTICLE NINETEEN - PHYSICAL FITNESS POLICY

19.1 Employees hired after July 1, 1995 will be required to comply with the physical fitness and general health requirements which are outlined below. Employees affected will be required to be within specific height/weight standards or body fat measurement for the duration of their employment with the City.

19.1(a) The City and the Union agree it is the responsibility of each affected employee to achieve and maintain a reasonable level of physical fitness and general good health.

19.1(b) All employees hired after July 1, 1995 shall be required to comply with maximum acceptable weight standards outlined on the Height/Weight Chart for all bargaining unit employees. The Height/Weight Chart will be adjusted to be in accordance with the American Medical Association (AMA) standards.

19.1(c) The scale to be utilized for measuring height and weight shall be located in the Fire Department, or at some other location designated by the City

19.1(d) Weigh-ins shall be scheduled on an annual basis in the month of July.

19.1(e) All employees to be weighed shall be allowed to wear customary underwear, trousers and shirt. Height is to be measured without shoes.

19.1(f) All such weigh-ins may be conducted by individuals designated by the City and shall occur

during the work shift. During weigh-ins, one (1) Union official shall be allowed to be present.

19.1(g) The City's failure to exercise any right under this section shall not be deemed as a waiver of any such right or preclude the City from exercising the same in some other way not in conflict with the provisions of this section.

19.1(h) An overweight employee who does not meet the height/weight standards shall be expected to show a minimum one third (1/3) improvement relative to loss of weight within twelve months after any July 1st weighing. Thereafter, the employee shall be expected to show a similar progress until such time as he/she is in full compliance with the weight requirements below. (For example, if an employee is thirty (30) pounds overweight, said employee must lose a minimum of ten (10) pounds during each succeeding twelve (12) month period until he/she is in full compliance with the weight standards.)

19.1(i) Notwithstanding the foregoing, a body fat measurement of twenty percent (20%) or less for male employees or a body fat measurement of twenty percent (20%) or less for female employees under the age of forty (40) years, or a body fat measurement of twenty-four percent (24%) or less for female employees age forty (40) years or more, will pass said male employee or female employee even if he/she exceeds the maximum acceptable weight referred in the Height/Weight Table.

19.1(j) Non-compliance will be governed by the disciplinary procedure of Article seven of this collective bargaining agreement.

Dated this 13th day of August 2020

FOR LOCAL 992:



Edward A. Preece
President

FOR THE CITY:



Erin E. Stewart
Mayor

APPENDIX A 1-20 - Salary Schedule 1/1/2018 - 6/30/2023

Position						
Private hired after 2/26/20 - No General Wage Increase through this contract						
Phase 1 - Trainee	54,663.20					
Phase 2 - Probationary	58,079.65					

	1/1/2018	7/1/2018	7/1/2019	7/1/2020	7/1/2021	7/1/2022
		0	2%	2%	2%	2.25%
Private						
Step A/1	68,329	68,329	69,695.58	71,089.49	72,511.28	74,142.79
Step 2	70,008	70,008	71,408.16	72,836.32	74,293.05	75,964.64
Step B/3	71,687	71,687	73,120.74	74,583.15	76,074.82	77,786.50
Step 4	73,366	73,366	74,833.32	76,329.99	77,856.59	79,608.36
Step C/5	75,046	75,046	76,546.92	78,077.86	79,639.42	81,431.30
Step 6	76,679	76,679	78,212.58	79,776.83	81,372.37	83,203.25
Inspector 1	80,520	80,520	82,130.40	83,773.01	85,448.47	87,371.06
(upon entering Bureau)						
Inspector 2	89,400	89,400	91,188.00	93,011.76	94,872.00	97,006.62
(upon certification)						
Lieutenant	89,400	89,400	91,188.00	93,011.76	94,872.00	97,006.62
Inspector 3	93,238	93,238	95,102.76	97,004.82	98,944.91	101,171.17
(1 yr after certification)						
Asst. Master Mechanic						
Step 1	74,809	74,809	76,305.18	77,831.28	79,387.91	81,174.14
Step2	75,557	75,557	77,068.14	78,609.50	80,181.69	81,985.78
Step 3	76,312	76,312	77,838.24	79,395.00	80,982.90	82,805.02
Asst. Master Mechanic	93,611	93,611	95,483.22	97,392.88	99,340.74	101,575.91
Captain	95,032	95,032	96,932.64	98,871.29	100,848.72	103,117.81
ASO	99,003	99,003	100,983.06	103,002.72	105,062.78	107,426.69
Master Mechanic	99,003	99,003	100,983.06	103,002.72	105,062.78	107,426.69
Asst. Fire Marshal	99,634	99,634	101,626.68	103,659.21	105,732.40	108,111.38
Deputy Chief	107,859	107,859	110,016.18	112,216.50	114,460.83	117,036.20
Deputy Chief Training						
Fire Marshal						

APPENDIX B2/20

Deputy Chief's Aide/Safety Officer: Normal operating Hours:

Monday-Friday 8am-5pm

Deputy Chief's Aide will hold the rank of Lieutenant and be assigned to one of the four assigned groups to serve as the Department's Hazardous Materials Officer. The Lieutenant will be assigned as Incident Safety Officer as well as the Department's Health and Safety Officer. He/she will also act as the LEPC Chairman / Department of Emergency Management and Homeland Security liaison for the City of New Britain. The Deputy Chief's Aide will also assist in The Deputy Chief of Training with various training components as necessary. DCAs will have the ability to work Ads on the line just like any other Officer on the line.

REPORTS TO:

- Office of the Fire Chief.

HAS DIRECT SUPERVISION OF:

- Anyone assigned to safety office, LEPC/Department of Emergency Management and Homeland Security functions during normal office hours

ESSENTIAL JOB FUNCTIONS:

- Performs maintenance and repair of department meters, and meters assigned to the department by the state.
- Department liaison to state Department of Environmental Protection.
- Department liaison to Capital Region Hazardous Materials Response Team (ESF-10, ESF-5, ESF-8, ESF-4). Department of Emergency Management and Homeland Security.
- Responds to all level 2 and level 3 hazardous materials incidents, and any other incidents at the request of the deputy chief's office.
- Assist training division in annual hazardous materials training, or any other training disciplines.
- Is responsible for the State of Connecticut Prime Mover and Decontamination Trailer
- Compiles and maintains SARA Title 3 Tier 2 information and is department liaison to State Emergency Response Commission. Attends monthly meetings of the SERC.
- Compiles and maintains information pertaining to Right to Know and is department liaison to companies containing or working with hazardous material
- Inspects and maintains records on all mobile bulk carriers of hazardous materials registered in the city of New Britain.

***note: The Safety Officer (DCA) will be responsible for monitoring radio traffic and will forego all administrative assignments in the event there is an incident that requires his/her presence (I.e. Structure fire, hazardous materials incident, specialized rescues, etc.)**

- Safety officer (DCA) will respond in the Safety officer vehicle (Car 7) and proceed to serve as part of the command staff with the Incident Commander.

Deputy Chief's Aide/Safety Officer: evenings/holidays/weekends:

The following information delineates the responsibilities of the District Chief's Aide (DCA) while operating at an incident scene. The information will be in accordance with New Britain Fire Department Directives, policies, procedures, guidance from the NFPA 1521 Standard, ICS- NIMS 300, 400, 700.

REPORTING PROCEDURE:

- The DCA (Deputy Chief's Aide) will be briefed by the opposite DCA being relieved. Relief of personnel will take place at Station 1 Headquarters.
- It's important to take this opportunity to ask questions in regards to the status of the vehicle, pertinent information regarding previous shift (Structure fires, damage, missing, and replaced equipment). It is also important to discuss the administrative role and work that needs to be completed for the upcoming shift and or personnel.
- Report to City Hall in City vehicle and proceed with administrative duties.
- Throughout the day, DCAs must make sure you are in the status of readiness, in performance of their administrative duties.
- As the Driver assigned to Car 3, the detailed member will inspect the vehicle for proper operation (mobile radio, portable radios, vehicle lights, and etc...) as with any apparatus, make sure you follow the checklist in accordance to the Department Policy.

Duties and Responsibilities of the DCA at the incident:

- Work in unison with the Shift commander as part of his/her command staff.
- Primary communications responsibility will be to coordinate between fireground operations and dispatch, freeing up the Incident Commander to focus on fire tactics, command and control. This includes providing a preliminary progress report to Dispatch.

Note: The DCA attention to detail is vital to the success or failure of the operation. Therefore, the DCA will remain on the Dispatch channel with the second portable will be on the assigned tactical channel. Take notes and disseminate it accordingly.

- Assist Incident Commander with tracking and keeping accountability of all personnel at the incident.

Note: Safety and accountability of the personnel operating on the incident scene should always be first priority.

- Set up command board. Place the board in a position that takes into account safety, accessibility by the IC, and should be placed out of the operation area.
- Ensure that the proper resources were dispatched for the type of incident responding.
- Ensure all personnel on the fire ground have the proper PPE.
- Serve as a liaison to outside agencies and departments on scene.

IMPORTANT! If any changes were made to the original assignment after the initial dispatch, ensure that the RIT function was re/assigned as necessary. Document identity of RIT Company and their location on scene.

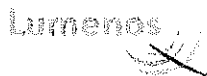
- Assist the Incident Commander with identification of life safety issues, special hazards, egress/accessibility issues, and exposure problems.
- Identify Staging area if necessary.
- In the event the Chief of the Department or Assistant Chief arrive on scene and decide to take command of the incident, The DCA will shadow the IC (Chief of the Department / AC) and continue with job function.
- When the situation allows, give progress reports over dispatch channel every 15 minutes when prompted (a good practice would be to do it after conducting PAR). The report should indicate the following:
 - **Current conditions** – fire location/extent, product spilled/venting, person trapped MVA, etc.
 - **Strategy** – Interior attack (offensive mode) defensive operations with exposure, zones (cold, warm, hot) HAZ MAT Team mitigating the spill, extrication, etc.
 - **Resources committed** – Hand lines operating, ventilation, searches in

progress, etc.

- **Available resources** – all hands working, number of companies in reserve, etc.
- **Mitigation Status** – knocked down, under control, extinguished.

APPENDIX B

INSURANCE



Lumenos HSA Plan Summary

The Lumenos® HSA plan is designed to empower you to take control of your health, as well as the dollars you spend on your health care. This plan gives you the benefits you would receive from a typical health plan, plus health care dollars to spend your way. And you'll have access to personalized services and online tools to help you reach your health potential.

City of New Britain H S A

Your Lumenos HSA Plan

First - Use your HSA to pay for covered services:

Health Savings Account

With the Lumenos Health Savings Account (HSA), you can contribute pre-tax dollars to your HSA account. Others may also contribute dollars to your account. You can use these dollars to help meet your annual deductible responsibility. Unused dollars can be saved or invested and accumulate through retirement.

Contributions to Your HSA

For 2020, contributions can be made to your HSA up to the following:

\$3,550 individual coverage

\$7,100 family coverage

Note: These limits apply to all combined contributions from any source.

Plus - To help you stay healthy, use:

Preventive Care

100% coverage for nationally recommended services. Included are the preventive care services that meet the requirements of federal and state law, including certain screenings, immunizations and physician visits.

Preventive Care

No deductions from the HSA or out-of-pocket costs for you as long as you receive your preventive care from an in-network provider. If you choose to go to an out-of-network provider, your deductible or Traditional Health Coverage benefits will apply.

Plus -

Your Bridge Responsibility

The Bridge is an amount you pay out of your pocket until you meet your annual deductible responsibility.

Your Bridge amount will vary depending on how many of your HSA dollars, if any, you choose to spend to help you meet your annual deductible responsibility. If you contribute HSA dollars up to the amount of your deductible and use them, your Bridge will equal \$0.

HSA dollars spent on covered services plus your Bridge Responsibility add up to your annual deductible responsibility.

Health Account + Bridge = Deductible

Bridge

Your Bridge responsibility will vary.

Annual Deductible Responsibility

In Network and Out of Network Providers

\$2,000 individual coverage

\$4,000 family coverage

If needed -

Traditional Health Coverage

Your Traditional Health Coverage begins after you have met your Bridge responsibility.

Traditional Health Coverage

After your Bridge, the plan pays:

100% for in-network providers

80% for out-of-network providers

Additional protection:

For your protection, the total amount you spend out of your pocket is limited. Once you spend that amount, the plan pays 100% of the cost for covered services for the remainder of the plan year.

Annual Out-of-Pocket Maximum

In-Network Providers:

\$2,000 individual coverage

\$4,000 family coverage

Out-of-Network Providers:

\$4,000 individual coverage

\$8,000 family coverage

Your annual out-of-pocket maximum consists of funds you spend from your HSA, your Bridge responsibility and your coinsurance amounts.

If you have questions, please call toll-free 1-888-224-4896.

Tools and Personalized Services

You will have access to our award-winning online health site and the following programs to help you reach your health potential:

Future Moms: Individualized obstetric support for expectant high-risk and non-high-risk mothers.

Healthy Lifestyles Online: All covered adults age 18 and over can join the program, complete the Well-Being Assessment and set up a Well-Being Plan.

Enroll in ConditionCare: Disease management for prevalent, high-cost conditions (asthma, diabetes, chronic obstructive pulmonary disease, coronary artery disease and heart failure) Members who have more than one health problem will enroll in one combined program — not separate ones for each condition.

Graduate from ConditionCare: - There's no limit to the number of family members that can graduate from the program.. Members who have more than one health problem will graduate from one combined program — not separate ones for each condition.

Summary of Covered Services

Preventive Care

Anthem's Lumenos HSA plan covers preventive services recommended by the U.S. Preventive Services Task Force, the American Cancer Society, the Advisory Committee on Immunization Practices (ACIP) and the American Academy of Pediatrics. The Preventive Care benefit includes screening tests, immunizations and counseling services designed to detect and treat medical conditions to prevent avoidable premature injury, illness and death.

All preventive services received from an in-network provider are covered at 100%, are not deducted from your HSA and do not apply to your deductible. If you see an out-of-network provider, then your deductible or out-of-network coinsurance responsibility will apply.

The following is a list of covered preventive care services:

Well Baby and Well Child Preventive Care

Office Visits through age 18; including preventive vision exams.

Screening Tests for vision, hearing, and lead exposure. Also includes pelvic exam, Pap test and contraceptive management for females who are age 18, or have been sexually active.

Immunizations:

Hepatitis A
Hepatitis B
Diphtheria, Tetanus, Pertussis (DtaP)
Varicella (chicken pox)
Influenza – flu shot
Pneumococcal Conjugate (pneumonia)
Human Papilloma Virus (HPV) – cervical cancer
H. Influenza type b
Polio
Measles, Mumps, Rubella (MMR)

Adult Preventive Care

Office Visits after age 18; including preventive vision exams.

Screening Tests for vision and hearing, coronary artery disease, colorectal cancer, prostate cancer, diabetes, and osteoporosis. Also includes mammograms, as well as pelvic exams, Pap test and contraceptive management.

Immunizations:

Hepatitis A
Hepatitis B
Diphtheria, Tetanus, Pertussis (DtaP)
Varicella (chicken pox)
Influenza – flu shot
Pneumococcal Conjugate (pneumonia)
Human Papilloma Virus (HPV) – cervical cancer

If you have questions, please call toll-free 1-888-224-4896.

Summary of Covered Services (Continued)

Medical Care

Anthem's Lumenos HSA plan covers a wide range of medical services to treat an illness or injury. You can use your available HSA funds to pay for these covered services. Once you spend up to your deductible amount for covered services, you will have Traditional Health Coverage available to help pay for additional covered services.

The following is a summary of covered medical services under Anthem's Lumenos HSA plan:

- Physician Office Visits
- Inpatient Hospital Services
- Outpatient Surgery Services
- Diagnostic X-rays/Lab Tests
- Emergency Hospital Services
- Inpatient and Outpatient Mental Health and Substance Abuse Services
- Maternity Care
- Chiropractic Care
- Prescription Drugs
- Home health care and hospice care
- Physical, Speech and Occupational Therapy Services
- Durable Medical Equipment

Some covered services may have limitations or other restrictions. With Anthem's Lumenos HSA plan, the following services are limited:

- Skilled nursing facility services limited to 120 days per member per calendar year.
- Home Health care services limited to 200 visits per member per calendar year.
- Inpatient rehabilitative services limited to 100 days per member per calendar year.
- PT/OT/ST and chiropractic services limited to a combined total of 50 visits per member per calendar year.
- Inpatient hospitalizations require authorizations.
- Coverage for Surgical Treatment of Morbid Obesity is excluded.
- Members are required to use Mail Order for maintenance drugs following 3 fills at Retail.
- Your Lumenos HSA plan includes an unlimited lifetime maximum for in- and out-of-network services.

* For a complete list of exclusions and limitations, please reference your Certificate of Coverage.

This summary of benefits has been updated to comply with federal and state requirements, including applicable provisions of the recently enacted federal health care reform laws. As we receive additional guidance and clarification on the new health care reform laws from the U.S. Department of Health and Human Services, Department of Labor and Internal Revenue Service, we may be required to make additional changes to this summary of benefits.

If you have questions, please call toll-free 1-888-224-4896.



The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. NOTE: Information about the cost of this plan (called the premium) will be provided separately. This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, <https://eoc.anthem.com/eocdps/aso>. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms see the Glossary. You can view the Glossary at www.healthcare.gov/sbc-glossary/ or call (800) 922-6621 to request a copy.

Important Questions	Answers	Why This Matters:
What is the overall deductible?	\$2,000 / single or \$4,000 / family for In-Network Providers. \$2,000 / single or \$4,000 / family for Out-of-Network Providers.	Generally, you must pay all of the costs from providers up to the deductible amount before this plan begins to pay. If you have other family members on the policy, the overall family deductible must be met before the plan begins to pay.
Are there services covered before you meet your deductible?	Yes. Preventive care for In-Network Providers.	This plan covers some items and services even if you haven't yet met the deductible amount. But a copayment or coinsurance may apply. For example, this plan covers certain preventive services without cost-sharing and before you meet your deductible. See a list of covered preventive services at https://www.healthcare.gov/coverage/preventive-care-benefits/ .
Are there other deductibles for specific services?	No.	You don't have to meet deductibles for specific services.
What is the out-of-pocket limit for this plan?	\$2,000 / single or \$4,000 / family for In-Network Providers. \$4,000 / single or \$8,000 / family for Out-of-Network Providers.	The out-of-pocket limit is the most you could pay in a year for covered services. If you have other family members in this plan, the overall family out-of-pocket limit must be met.
What is not included in the out-of-pocket limit?	Premiums, Balance-Billing charges, and Health Care this plan doesn't cover.	Even though you pay these expenses, they don't count toward the out-of-pocket limit.
Will you pay less if you use a network provider?	Yes, Century Preferred. See www.anthem.com or call (800) 922-6621 for a list of network providers.	This plan uses a provider network. You will pay less if you use a provider in the plan's network. You will pay the most if you use an out-of-network provider, and you might receive a bill from a provider for the difference between the provider's charge and what your plan pays (balance billing). Be aware your network provider might use an out-of-network provider for some services (such as lab work). Check with your provider before you get services.
Do you need a referral to see a specialist?	No.	You can see the specialist you choose without a referral.



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

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	0% <u>coinsurance</u>	20% <u>coinsurance</u>	-----none-----
	Specialist visit	0% <u>coinsurance</u>	20% <u>coinsurance</u>	-----none-----
	<u>Preventive care/screening/immunization</u>	No charge	20% <u>coinsurance</u>	You may have to pay for services that aren't preventive. Ask your provider if the services needed are preventive. Then check what your plan will pay for.
If you have a test	<u>Diagnostic test</u> (x-ray, blood work)	Lab – Office 0% <u>coinsurance</u> X-Ray – Office 0% <u>coinsurance</u>	Lab – Office 20% <u>coinsurance</u> X-Ray – Office 20% <u>coinsurance</u>	Lab – Office -----none----- X-Ray – Office -----none-----
	<u>Imaging</u> (CT/PET scans, MRIs)	0% <u>coinsurance</u>	20% <u>coinsurance</u>	-----none-----
If you need drugs to treat your illness or condition More information about <u>prescription drug coverage</u> is available at http://www.anthem.com/pharmacyinformation/ National	Tier 1 - Typically Generic	0% <u>coinsurance</u> (retail) and 0% <u>coinsurance</u> (home delivery)	20% <u>coinsurance</u> (retail) and 20% <u>coinsurance</u> (home delivery)	*See Prescription Drug section.
	Tier 2 - Typically Preferred / Brand	0% <u>coinsurance</u> (retail) and 0% <u>coinsurance</u> (home delivery)	20% <u>coinsurance</u> (retail) and 20% <u>coinsurance</u> (home delivery)	
	Tier 3 - Typically Non-Preferred / Specialty Drugs	0% <u>coinsurance</u> (retail) and 0% <u>coinsurance</u> (home delivery)	20% <u>coinsurance</u> (retail) and 20% <u>coinsurance</u> (home delivery)	
	Tier 4 - Typically Specialty Drugs	0% <u>coinsurance</u> (retail) and 0% <u>coinsurance</u> (home delivery)	20% <u>coinsurance</u> (retail) and 20% <u>coinsurance</u> (home delivery)	
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	0% <u>coinsurance</u>	20% <u>coinsurance</u>	-----none-----
	Physician/surgeon fees	0% <u>coinsurance</u>	20% <u>coinsurance</u>	-----none-----
If you need immediate medical attention	<u>Emergency room care</u>	0% <u>coinsurance</u>	20% <u>coinsurance</u>	-----none-----
	<u>Emergency medical transportation</u>	0% <u>coinsurance</u>	20% <u>coinsurance</u>	-----none-----
	<u>Urgent care</u>	0% <u>coinsurance</u>	20% <u>coinsurance</u>	-----none-----
If you have a hospital stay	Facility fee (e.g., hospital room)	0% <u>coinsurance</u>	20% <u>coinsurance</u>	Failure to obtain pre-authorization may result in non-coverage or reduced benefits.

* For more information about limitations and exceptions, see plan or policy document at <https://eoc.anthem.com/eocdbs/aso>.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you need mental health, behavioral health, or substance abuse services	Physician/surgeon fees	0% coinsurance Office Visit	20% coinsurance Office Visit	-----none----- Office Visit
	Outpatient services	0% coinsurance Other Outpatient	20% coinsurance Other Outpatient	-----none----- Other Outpatient
	Inpatient services	0% coinsurance	20% coinsurance	-----none----- Failure to obtain pre-authorization may result in non-coverage or reduced benefits.
If you are pregnant	Office visits	0% coinsurance	20% coinsurance	Failure to obtain pre-authorization may result in non-coverage or reduced benefits. Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound.)
	Childbirth/delivery professional services	0% coinsurance	20% coinsurance	200 visits/benefit period.
	Childbirth/delivery facility services	0% coinsurance	20% coinsurance	*See Therapy Services section.
If you need help recovering or have other special health needs	Home health care	0% coinsurance	20% coinsurance	120 days limit/benefit period. Failure to obtain pre-authorization may result in non-coverage or reduced benefits.
	Rehabilitation services	0% coinsurance	20% coinsurance	-----none-----
	Habilitation services	0% coinsurance	20% coinsurance	Failure to obtain pre-authorization may result in non-coverage or reduced benefits.
If your child needs dental or eye care	Skilled nursing care	0% coinsurance	20% coinsurance	*See Vision Services section.
	Durable medical equipment	0% coinsurance	20% coinsurance	*See Dental Services section.
	Hospice services	0% coinsurance	20% coinsurance	
	Children's eye exam	Not covered	Not covered	
	Children's glasses	Not covered	Not covered	
	Children's dental check-up	Not covered	Not covered	

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.)

- | | | |
|---|------------------------|---------------------|
| • Cosmetic surgery | • Dental care (adult) | • Long-term care |
| • Routine foot care unless you have been diagnosed with diabetes. | • Weight loss programs | • Bariatric surgery |

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

- | | |
|------------------------|---|
| • Acupuncture | • Chiropractic care 50 visits/benefit period. |
| • Hearing aids | • Most coverage provided outside the United States www.bcbs.com/bluecardworldwide |
| • Private-duty nursing | • Routine eye care (adult) |

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 Labor's Employee Benefits Security Administration at or . 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 more information about your rights, this notice, or assistance, contact:

ATTN: Grievances and Appeals, P.O. Box 1038, North Haven, CT 06473-4201

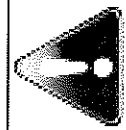
Does this plan provide Minimum Essential Coverage? **Yes**

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.

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



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

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

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

This EXAMPLE event includes services like:

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

Total Example Cost	\$12,840
--------------------	----------

In this example, Peg would pay:

Cost Sharing	
Deductibles	\$2,000
Copayments	\$0
Coinsurance	\$0
What isn't covered	
Limits or exclusions	\$60
The total Peg would pay is	\$2,060

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

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

This EXAMPLE event includes services like:

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

Total Example Cost	\$7,460
--------------------	---------

In this example, Joe would pay:

Cost Sharing	
Deductibles	\$1,198
Copayments	\$0
Coinsurance	\$0
What isn't covered	
Limits or exclusions	\$21
The total Joe would pay is	\$1,219

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

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

This EXAMPLE event includes services like:

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

Total Example Cost	\$2,010
--------------------	---------

In this example, Mia would pay:

Cost Sharing	
Deductibles	\$1,925
Copayments	\$0
Coinsurance	\$0
What isn't covered	
Limits or exclusions	\$0
The total Mia would pay is	\$1,925

The Lumenos[®] HRA plan is designed to empower you to take control of your health, as well as the dollars you spend on your health care. This plan gives you the benefits you would receive from a typical health plan, plus health care dollars to spend your way. And you'll have access to personalized services and online tools to help you reach your health potential.

City of New Britain

Your Lumenos HRA Plan

First - Use your HRA to pay for covered services:

Health Reimbursement Account

With the Lumenos Health Reimbursement Account (HRA), you receive an annual allocation from your employer in your HRA. Money in your HRA is used to help meet your annual deductible responsibility.

HRA Allocation from your employer

\$ 1,000 individual coverage

\$ 2,000 family coverage

The maximum amount of unused dollars that can roll over year to year is \$3,600 individual / \$7,200 family.

Plus - To help you stay healthy, use:

Preventive Care

100% coverage for nationally recommended services. Included are the preventive care services that meet the requirements of federal and state law, including certain screenings, immunizations and physician visits.

Preventive Care

No deductions from the HRA or out-of-pocket costs for you as long as you receive your preventive care from an in-network provider. If you choose to go to an out-of-network provider your deductible or traditional health coverage benefits will apply.

Then -

Your Bridge

After you use all of the money in your HRA, you then pay a Bridge amount out of your pocket until you meet your annual deductible responsibility. Your HRA dollars plus your Bridge amount add up to your annual deductible responsibility.

Health Account + Bridge = Deductible

Bridge

Your bridge responsibility will vary

Annual Deductible Responsibility

In Network and Out of Network Providers

\$ 2,000 individual coverage

\$ 4,000 family coverage

If Needed -

Traditional Health Coverage

Your Traditional Health Coverage begins after you have paid your Bridge amount.

Traditional Health Coverage

After your bridge, the plan pays:

100% for in-network providers

80% for out-of-network providers

Additional Protection

For your protection, the total amount you spend out of your pocket is limited. Once you spend that amount, the plan pays 100% of the cost for covered services for the remainder of the plan year.

Annual Out-of-Pocket Maximum

In-Network Providers

\$ 2,000 individual coverage

\$ 4,000 family coverage

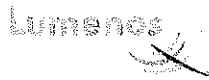
Out-of-Network Providers

\$ 4,000 individual coverage

\$ 8,000 family coverage

Your annual out-of-pocket maximum consists of funds you spend from your HRA, your Bridge responsibility and your copay and coinsurance amounts.

If you have questions, please call toll-free 1-888-224-4896.



Healthy Rewards Program

You will have access to our award-winning online health site and the following programs to help you reach your health potential:

Future Moms: Individualized obstetric support for expectant high-risk and non-high-risk mothers.

Healthy Lifestyles Online: All covered adults age 18 and over can join the program, complete the Well-Being Assessment and set up a Well-Being Plan.

Enroll in ConditionCare: Disease management for prevalent, high-cost conditions (asthma, diabetes, chronic obstructive pulmonary disease, coronary artery disease and heart failure) Members who have more than one health problem will enroll in one combined program — not separate ones for each condition.

Graduate from ConditionCare: - There's no limit to the number of family members that can graduate from the program.. Members who have more than one health problem will graduate from one combined program — not separate ones for each condition.

Summary of Covered Services

Preventive Care

Anthem's Lumenos HRA plan covers preventive services recommended by the U.S. Preventive Services Task Force, the American Cancer Society, the Advisory Committee on Immunization Practices (ACIP) and the American Academy of Pediatrics. The Preventive Care benefit includes screening tests, immunizations and counseling services designed to detect and treat medical conditions to prevent avoidable premature injury, illness and death.

All preventive services received from an in-network provider are covered at 100%, are not deducted from your HRA and do not apply to your deductible. If you see an out-of-network provider, then your deductible or out-of-network coinsurance responsibility will apply.

The following is a list of covered preventive care services:

Well Baby and Well Child Preventive Care

Office Visits through age 18; including preventive vision exams.

Screening Tests for vision, hearing, and lead exposure. Also includes pelvic exam, Pap test and contraceptive management for females who are age 18, or have been sexually active.

Immunizations:

Hepatitis A
Hepatitis B
Diphtheria, Tetanus, Pertussis (DtaP)
Varicella (chicken pox)
Influenza – flu shot
Pneumococcal Conjugate (pneumonia)
Human Papilloma Virus (HPV) – cervical cancer
H. Influenza type b
Polio
Measles, Mumps, Rubella (MMR)

Adult Preventive Care

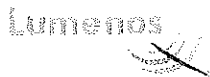
Office Visits after age 18; including preventive vision exams.

Screening Tests for vision and hearing, coronary artery disease, colorectal cancer, prostate cancer, diabetes, and osteoporosis. Also includes mammograms, as well as pelvic exams, Pap test and contraceptive management.

Immunizations:

Hepatitis A
Hepatitis B
Diphtheria, Tetanus, Pertussis (DtaP)
Varicella (chicken pox)
Influenza – flu shot
Pneumococcal Conjugate (pneumonia)
Human Papilloma Virus (HPV) – cervical cancer

If you have questions, please call toll-free 1-888-224-4896.



Summary of Covered Services (Continued)

Medical Care

Anthem's Lumenos HRA plan covers a wide range of medical services to treat an illness or injury. You can use your available HRA funds to pay for these covered services. Once you spend up to your deductible amount for covered services, you will have Traditional Health Coverage available to help pay for additional covered services.

The following is a summary of covered medical services under Anthem's Lumenos HRA plan:

- Physician Office Visits
- Inpatient Hospital Services
- Outpatient Surgery Services
- Diagnostic X-rays/Lab Tests
- Emergency Hospital Services
- Inpatient and Outpatient Mental Health and Substance Abuse Services
- Durable Medical Equipment including Orthotics
- Maternity Care
- Chiropractic Care
- Prescription Drugs
- Home health care and hospice care
- Physical, Speech and Occupational Therapy Services
- Oral surgery to remove an impacted tooth, cutting procedures on gum or mouth tissues to treat disease and anesthesia used during surgery

Some covered services may have limitations or other restrictions. With Anthem's Lumenos HRA plan, the following services are limited:

- Skilled nursing facility services limited to 120 days per member per calendar year.
- Home Health care services subject to a 200 visit limit per member per calendar year.
- Inpatient rehabilitative services limited to 100 days per member per calendar year.
- Physical, speech and occupational therapy and chiropractic services limited to a combined total of 50 visits per member per calendar year.
- Some restrictions may apply to infertility services.
- Inpatient hospitalizations require authorizations.
- Coverage for Surgical Treatment of Morbid Obesity is excluded.
- Your Lumenos HRA plan includes an unlimited lifetime maximum.
- Members are required to use Mail Order for maintenance drugs following 3 fills at Retail.

* For a complete list of exclusions and limitations, please reference your Certificate of Coverage.

This summary of benefits has been updated to comply with federal and state requirements, including applicable provisions of the recently enacted federal health care reform laws. As we receive additional guidance and clarification on the new health care reform laws from the U.S. Department of Health and Human Services, Department of Labor and Internal Revenue Service, we may be required to make additional changes to this summary of benefits.

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Important Questions	Answers	Why This Matters:
What is the overall <u>deductible</u> ?	\$2,000/individual or \$4,000/family for In-Network Providers. \$2,000/individual or \$4,000/family for Out-of-Network Providers. This HRA account reimburses you for certain <u>deductibles</u> and <u>coinsurance</u> amounts up to \$1,000/individual or \$2,000/family.	Generally, you must pay all of the costs from providers 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.
Are there services covered before you meet your <u>deductible</u> ?	Yes. <u>Preventive care</u> for In-Network Providers.	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 preventive services without <u>cost-sharing</u> and before you meet your <u>deductible</u> . See a list of covered preventive services at https://www.healthcare.gov/coverage/preventive-care-benefits/ .
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> ?	\$2,000/individual or \$4,000/family for In-Network Providers. \$4,000/individual or \$8,000/family for Out-of-Network Providers.	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.
What is not included in the <u>out-of-pocket limit</u> ?	<u>Premiums</u> , <u>Balance-Billing</u> charges, and Health Care this <u>plan</u> doesn't cover.	Even though you pay these expenses, they don't count toward the <u>out-of-pocket limit</u> .
Will you pay less if you use a <u>network provider</u> ?	Yes, Century Preferred. See www.anthem.com or call (800) 922-6621 for a list of <u>network</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>

	<u>providers</u> .	pays (<u>balance billing</u>). Be aware your <u>network provider</u> might use an out-of- <u>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 office</u> or clinic	Primary care visit to treat an injury or illness	0% <u>coinsurance</u>	20% <u>coinsurance</u>	-----none-----
	<u>Specialist</u> visit	0% <u>coinsurance</u>	20% <u>coinsurance</u>	-----none-----
	<u>Preventive care</u> / <u>screening</u> / <u>immunization</u>	No charge	20% <u>coinsurance</u>	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)	Lab – Office 0% <u>coinsurance</u> X-Ray – Office 0% <u>coinsurance</u>	Lab – Office 20% <u>coinsurance</u> X-Ray – Office 20% <u>coinsurance</u>	Lab – Office -----none----- X-Ray – Office -----none-----
	<u>Imaging</u> (CT/PET scans, MRIs)	0% <u>coinsurance</u>	20% <u>coinsurance</u>	-----none-----
If you need drugs to treat your illness or condition More information about <u>prescription drug coverage</u> is available at http://www.anthem.com/pharmacyinformation/ National	Tier 1 - Typically Generic	0% <u>coinsurance</u> (retail) and 0% <u>coinsurance</u> (home delivery)	20% <u>coinsurance</u> (retail) and 20% <u>coinsurance</u> (home delivery)	*See Prescription Drug section
	Tier 2 - Typically Preferred / Brand	0% <u>coinsurance</u> (retail) and 0% <u>coinsurance</u> (home delivery)	20% <u>coinsurance</u> (retail) and 20% <u>coinsurance</u> (home delivery)	
	Tier 3 - Typically Non-Preferred / <u>Specialty Drugs</u>	0% <u>coinsurance</u> (retail) and 0% <u>coinsurance</u> (home delivery)	20% <u>coinsurance</u> (retail) and 20% <u>coinsurance</u> (home delivery)	
	Tier 4 - Typically <u>Specialty Drugs</u>	0% <u>coinsurance</u> (retail) and 0% <u>coinsurance</u> (home delivery)	20% <u>coinsurance</u> (retail) and 20% <u>coinsurance</u> (home delivery)	
If you have <u>outpatient surgery</u>	Facility fee (e.g., ambulatory surgery center)	0% <u>coinsurance</u>	20% <u>coinsurance</u>	-----none-----

* For more information about limitations and exceptions, see **plan** or policy document at <https://eoc.anthem.com/eocdns/aso>.

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 immediate medical attention	Physician/surgeon fees	0% coinsurance	20% coinsurance	-----none-----
	Emergency room care	0% coinsurance	20% coinsurance	-----none-----
	Emergency medical transportation	0% coinsurance	20% coinsurance	-----none-----
	Urgent care	0% coinsurance	20% coinsurance	-----none-----
If you have a hospital stay	Facility fee (e.g., hospital room)	0% coinsurance	20% coinsurance	Failure to obtain pre-certification may result in non-coverage or reduced benefits.
	Physician/surgeon fees	0% coinsurance	20% coinsurance	-----none-----
If you need mental health, behavioral health, or substance abuse services	Outpatient services	Office Visit 0% coinsurance Other Outpatient 0% coinsurance	Office Visit 20% coinsurance Other Outpatient 20% coinsurance	Office Visit -----none----- Other Outpatient -----none-----
	Inpatient services	0% coinsurance	20% coinsurance	Failure to obtain pre-certification may result in non-coverage or reduced benefits.
	Office visits	0% coinsurance	20% coinsurance	Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound.) Failure to obtain pre-certification may result in non-coverage or reduced benefits.
	Childbirth/delivery professional services	0% coinsurance	20% coinsurance	200 visits/benefit period.
If you are pregnant	Childbirth/delivery facility services	0% coinsurance	20% coinsurance	*See Therapy Services section
	Home health care	0% coinsurance	20% coinsurance	120 days limit/benefit period. Failure to obtain pre-certification may result in non-coverage or reduced benefits.
	Rehabilitation services	0% coinsurance	20% coinsurance	-----none-----
	Habilitation services	0% coinsurance	20% coinsurance	Failure to obtain pre-certification may result in non-coverage or reduced benefits.
If you need help recovering or have other special health needs	Skilled nursing care	0% coinsurance	20% coinsurance	
	Durable medical equipment	0% coinsurance	20% coinsurance	
If your child needs dental or eye care	Hospice services	0% coinsurance	20% coinsurance	
	Children's eye exam	0% coinsurance	20% coinsurance	
	Children's glasses	Not covered	Not covered	*See Vision Services section
	Children's dental check-up	Not covered	Not covered	*See Dental Services section

* For more information about limitations and exceptions, see **plan** or policy document at <https://eoc.anthem.com/eocdns/aso>.

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.)

- | | | |
|--|------------------------|---------------------|
| • Cosmetic surgery | • Dental care (adult) | • Long-term care |
| • Routine foot care unless you have been diagnosed with diabetes | • Weight loss programs | • Bariatric surgery |

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

- | | | |
|------------------------|----------------------------|---|
| • Acupuncture | • Infertility treatment | • Chiropractic care 50 visits/benefit period. |
| • Hearing aids | | • Most coverage provided outside the United States www.bcbs.com/bluecardworldwide |
| • Private-duty nursing | • Routine eye care (adult) | |

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 more information about your rights, this notice, or assistance, contact:

ATTN: Grievances and Appeals, P.O. Box 1038, North Haven, CT 06473-4201

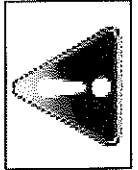
Does this plan provide Minimum Essential Coverage? **Yes**

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.

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



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

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

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

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

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

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

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

This EXAMPLE event includes services like:

- 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	\$12,738
--------------------	----------

In this example, Peg would pay:

Cost Sharing	
Deductibles	\$2,000
Copayments	\$0
Coinsurance	\$0
What isn't covered	
Limits or exclusions	\$60

The total Peg would pay is	\$2,060
----------------------------	---------

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	\$1,198
Copayments	\$0
Coinsurance	\$0
What isn't covered	
Limits or exclusions	\$21

The total Joe would pay is	\$1,219
----------------------------	---------

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	\$1,925
--------------------	---------

In this example, Mia would pay:

Cost Sharing	
Deductibles	\$1,925
Copayments	\$0
Coinsurance	\$0
What isn't covered	
Limits or exclusions	\$0

The total Mia would pay is	\$1,925
----------------------------	---------

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



City of New Britain – Group # 4538
Delta Dental PPO plus Premier™
0001 Active / 0002 COBRA

If a Delta Dental PPOSM, Delta Dental Premier®, or Non Participating Dentist is used

Calendar Year Deductible

- Per Person

\$0

Plan Pays:

- | | |
|--|------|
| • Initial Oral Exam – 1/36 mos. | 100% |
| • Periodic Oral Exams, Cleaning (2 per calendar year per person) | 100% |
| • Space Maintainers (for children to age 19) | 100% |
| • Fluoride Treatment for children to age 19 (2 per calendar year per person) | 100% |
| • X-rays | 100% |
| • Emergency Treatment | 100% |
| • Simple Extractions (#7140) | 100% |

Calendar Year Annual Maximum

\$750

Dependent children are covered to age 25.

Delta Dental has two networks available under this plan. The Delta Dental Premier® network is the largest of the Delta Dental networks with over 351,000 participating dentist offices nationally (80%+). Delta Dental PPO™ is a smaller, but more discounted network with over 266,000 participating dentist offices nationwide. Delta Dental's network discounts average 25% to 35% less.

You may use any fully licensed dentist under this plan, but it is to your advantage to use a network dentist, especially PPO, since they accept the Delta Dental allowance as their maximum charge and cannot bill Delta Dental patients for amounts above this level. Delta Dental PPO dentists offer the lowest fees of our networks.

Participating dentists will be paid directly by Delta Dental for covered services. Non-participating dentists will bill you directly, and Delta Dental may make claim payment directly to you. You will maximize benefits and reduce paperwork by using a Delta Dental participating dentist.

If you do not have a dentist, you may obtain a current listing of participating dentists in any area, by calling 1-800 DELTA OK (1-800-335-8265). Provide your zip code to the representative and a directory for that area will be mailed to your home. If you have Internet access, you may also visit our website at deltadentalct.com to locate participating dentists.

At the time of your first appointment, tell the dentist that you are covered under this program and provide your group number and ID number. Your dependents, if covered, should provide the employee's ID number.

Claim questions and other information needs should be directed to Delta Dental's customer service department at 1-800-452-9310.

This overview contains a general description of your dental care program for your use as a convenient reference. Complete details of your program appear in the group contract between your plan sponsor and Delta Dental of New Jersey, Inc. which governs the benefits and operation of your program. In CT, Delta Dental of Connecticut writes dental coverage on an insured basis and Delta Dental of New Jersey administers self-funded dental benefit programs. The group contract would control if there should be any inconsistency or difference between its provisions and the information in this overview.

5/14/20

City of New Britain Flex Dental Plan
Group #001097-182,186,282+286



Description of Benefits	You Pay:
Annual Deductible (<i>individual/family</i>)	\$25/\$75
Annual Maximum <i>per member per calendar year</i>	\$1,000
Lifetime Orthodontic Maximum <i>per member</i>	N/A
DIAGNOSTIC & PREVENTIVE SERVICES <ul style="list-style-type: none"> Initial evaluation Cleanings, twice a year Space maintainers to age 19 Periodic evaluations Fluoride treatment to age 19 Emergency palliative treatment Full Series/Panorex X-rays (1 every 3 yrs) Bitewing X-rays (2/yr) Periodontal maintenance Periapical X-ray (as needed) 	No Charge
BASIC SERVICES <ul style="list-style-type: none"> Fillings Endodontics including but not limited to root canal therapy Recement Crown Simple and surgical extractions Repair and relining of dentures Recement Bridge Oral surgery 	50%, after deductible
MAJOR SERVICES <ul style="list-style-type: none"> Periodontics Prosthodontics including but not limited to bridgework, partial and full dentures Crowns Post and core Inlays Onlays 	Not Covered
ORTHODONTIC SERVICES (<i>child or adult</i>) <ul style="list-style-type: none"> Non-surgical dental services related to the supervision, guidance and correction of growing or mature teeth Records Tooth guidance Repositioning (straightening) of the teeth Examination 	Not Covered

Accessing Benefits:

Participating Benefits: When a member receives care from one of our participating Dentists, he or she simply presents his or her identification card showing dental coverage. The dentist bills us directly for all covered services. For dental care provided by a Participating Dentist, we will pay the lesser of Dentist's usual charge or maximum allowable amount as determined by Anthem BCBS. The participating Dentist will accept Anthem BCBS's payment in full and make no additional charge to the member, except as otherwise specified in the member's certificate of coverage.

Non-Participating Benefits: Anthem BCBS will pay the maximum allowable amount as determined by Anthem BCBS. The member is responsible for any difference between the amount paid by Anthem BCBS and the fee charged by the Dentist.

Dental claims should be submitted to Anthem BCBS Dental, P.O. Box 659444, San Antonio, TX 78265

PRINCIPAL LIMITATIONS AND EXCLUSIONS

Services received from a dental or medical department maintained by an employer, a mutual benefit association, labor union, trustee or other similar person or group; Services for which the member incurs no Dentists' Charge or which are services of a type ordinarily performed by a physician, or charges which would not have been made if insurance was not available; Services with respect to congenital malformations; Services, treatment or supplies furnished by or at the direction of any government, state or political subdivision; Any items not specifically listed in this Policy; Lost or stolen dentures or denture duplication; Gold foil restorations; Temporary services and appliances; such as crown or tooth preparations and temporary fillings, crowns, bridges and dentures; Application of sealants, regardless of reason; Services as determined by the company, that are rendered in a manner contrary to normal dental practice. A complete list of exclusions appears in the Certificate of Coverage.

This is not a legal policy or contract. It is only a general description of your benefits. If there are discrepancies between the Certificate of Coverage and this summary, the Certificate of Coverage shall control.



City of New Britain - Group # 4538
Delta Dental PPOSM plus Premier
Supervisors – Buy Up Option
1001 Active / 1002 COBRA

	<u>If a Delta Dental PPOSM, Delta Dental Premier®, or Non Participating Dentist is used</u>
Calendar Year Deductible <ul style="list-style-type: none">• Per Person	\$0
	Plan Pays:
Preventive & Diagnostic	100%
Endodontics	100%
Simple Restorations	100%
Simple Extractions	100%
Repair of Dentures	100%
Oral Surgery	80%
Crowns, Inlays and Gold Restorations	50%
Non Surgical Periodontics (\$500 maximum per person per year)	50%
Prosthodontics	50%
Orthodontic Benefits (Adults & Children - \$1,000 lifetime maximum per person)	60%
Annual Maximum	\$1,750
Dependent children are covered to age 25	

Delta Dental has two networks available under this plan. The Delta Dental Premier[®] network is the largest of the Delta Dental networks with over 356,000 participating dentist offices nationally (80%+). Delta Dental PPOSM is a smaller, but more discounted network with over 282,000 participating dentist offices nationwide. Delta Dental PPOSM fees are on average 20% less than Delta Dental Premier[®].

You may use any fully licensed dentist under this plan, but it is to your advantage to use a network dentist, especially PPO, since they accept the Delta Dental allowance as their maximum charge and cannot bill Delta Dental patients for amounts above this level. Delta Dental PPOSM dentists offer the lowest fees of our networks.

Participating dentists will be paid directly by Delta Dental for covered services. Non-participating dentists will bill you directly, and Delta Dental may make claim payment directly to you. You will maximize benefits and reduce paperwork by using a Delta Dental participating dentist.

If you do not have a dentist, you may obtain a current listing of participating dentists in any area, by calling 1-800 DELTA OK (1-800-335-8265). Provide your zip code to the representative and a directory for that area will be mailed to your home. If you have Internet access, you may also visit our website at **deltadentalnj.com** to locate participating dentists.

At the time of your first appointment, tell the dentist that you are covered under this program and provide your group number and ID number. Your dependents, if covered, should provide the employee's ID number.

Claim questions and other information needs should be directed to Delta Dental's customer service department at 1-800-452-9310.

This overview contains a general description of your dental care program for your use as a convenient reference. Complete details of your program appear in the group contract between your plan sponsor and Delta Dental of New Jersey, Inc. which governs the benefits and operation of your program. In CT, Delta Dental of Connecticut writes dental coverage on an insured basis and Delta Dental of New Jersey administers self-funded dental benefit programs. The group contract would control if there should be any inconsistency or difference between its provisions and the information in this overview.

Welcome to your Blue View Vision plan!

You have many choices when it comes to using your benefits. As a Blue View Vision plan member, you have access to one of the nation's largest vision networks. You may choose from many private practice doctors, local optical stores, and national retail stores including LensCrafters®, Target Optical®, and most Pearle Vision® locations. You may also use your in-network benefits to order eyewear online at Glasses.com and ContactsDirect.com. To locate a participating network eye care doctor or location, log in at anthem.com, or from the home page menu under Care, select **Find a Doctor**. You may also call member services for assistance at 1-866-723-0515.

Out-of-Network – If you choose to, you may instead receive covered benefits outside of the Blue View Vision network. Just pay in full at the time of service, obtain an itemized receipt, and file a claim for reimbursement up to your maximum out-of-network allowance.

YOUR BLUE VIEW VISION PLAN BENEFITS	IN-NETWORK	OUT-OF-NETWORK	FREQUENCY
Routine Eye Exam			
A comprehensive eye examination	\$0 copay	Up to \$72 allowance	Once every calendar year
Eyeglass Frames			
One pair of eyeglass frames	\$200 allowance, then 20% off any remaining balance	Up to \$200 allowance	Once every calendar year
Eyeglass Lenses (instead of contact lenses)			
One pair of standard plastic prescription lenses: <ul style="list-style-type: none">Single vision lensesBifocal lensesTrifocal lensesLenticular lenses	\$20 copay \$20 copay \$20 copay \$20 copay	Up to \$60 allowance Up to \$85 allowance Up to \$110 allowance Up to \$130 allowance	Once every calendar year
Eyeglass Lens Enhancements			
When obtaining covered eyewear from a Blue View Vision provider, you may choose to add any of the following lens enhancements at no extra cost.			
<ul style="list-style-type: none">Transitions Lenses (for a child under age 19)Standard polycarbonate (for a child under age 19)Factory scratch coating	\$0 copay \$0 copay \$0 copay	No allowance when obtained out-of-network	Same as covered eyeglass lenses
Contact Lenses (instead of eyeglass lenses)			
Contact lens allowance will only be applied toward the first purchase of contacts made during a benefit period. Any unused amount remaining cannot be used for subsequent purchases in the same benefit period, nor can any unused amount be carried over to the following benefit period.			
<ul style="list-style-type: none">Elective conventional (non-disposable) OR <ul style="list-style-type: none">Elective disposable OR <ul style="list-style-type: none">Non-elective (medically necessary)	\$300 allowance, then 15% off any remaining balance \$300 allowance (no additional discount) Covered in full	Up to \$180 allowance Up to \$180 allowance Up to \$240 allowance	Once every calendar year

This is a primary vision care benefit intended to cover only routine eye examinations and corrective eyewear. Blue View Vision is for routine eye care only. If you need medical treatment for your eyes, visit a participating eye care doctor from your medical network. Benefits are payable only for expenses incurred while the group and insured person's coverage is in force. This information is intended to be a brief outline of coverage. All terms and conditions of coverage, including benefits and exclusions, are contained in the member's policy, which shall control in the event of a conflict with this overview. This benefit overview is only one piece of your entire enrollment package.

EXCLUSIONS & LIMITATIONS (not a comprehensive list – please refer to the member Certificate of Coverage for a complete list)

Combined Offers. Not to be combined with any offer, coupon, or in-store advertisement.

Excess Amounts. Amounts in excess of covered vision expense.

Sunglasses. Plano sunglasses and accompanying frames.

Safety Glasses. Safety glasses and accompanying frames.

Not Specifically Listed. Services not specifically listed in this plan as covered services.

Lost or Broken Lenses or Frames. Any lost or broken lenses or frames are not eligible for replacement unless the insured person has reached his or her normal service interval as indicated in the plan design.

Non-Prescription Lenses. Any non-prescription lenses, eyeglasses or contacts. Plano lenses or lenses that have no refractive power.

Orthoptics. Orthoptics or vision training and any associated supplemental testing.

OPTIONAL SAVINGS AVAILABLE FROM BLUE VIEW VISION IN-NETWORK PROVIDERS ONLY

In-network Member Cost
(after any applicable copay)

Retinal Imaging - at member's option can be performed at time of eye exam

Not more than \$39

Eyeglass lens upgrades

When obtaining eyewear from a Blue View Vision provider, you may choose to upgrade your new eyeglass lenses at a discounted cost. Eyeglass lens copayment applies.

• Transitions lenses (Adults)	\$75
• Standard Polycarbonate (Adults)	\$40
• Tint (Solid and Gradient)	\$15
• UV Coating	\$15
• Progressive Lenses ¹	
• Standard	\$65
• Premium Tier 1	\$85
• Premium Tier 2	\$95
• Premium Tier 3	\$110
• Anti-Reflective Coating ²	
• Standard	\$45
• Premium Tier 1	\$57
• Premium Tier 2	\$68
• Other Add-ons	20% off retail price

Additional Pairs of Eyeglasses

Anytime from any Blue View Vision network provider.

• Complete Pair	40% off retail price
• Eyeglass materials purchased separately	20% off retail price

Eyewear Accessories

• Items such as non-prescription sunglasses, lens cleaning supplies, contact lens solutions, eyeglass cases, etc.	20% off retail price
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Contact lens fit and follow-up

A contact lens fitting and up to two follow-up visits are available to you once a comprehensive eye exam has been completed.

• Standard contact lens fitting ³	Up to \$55
• Premium contact lens fitting ⁴	10% off retail price

Conventional Contact Lenses

• Discount applies to materials only	15% off retail price
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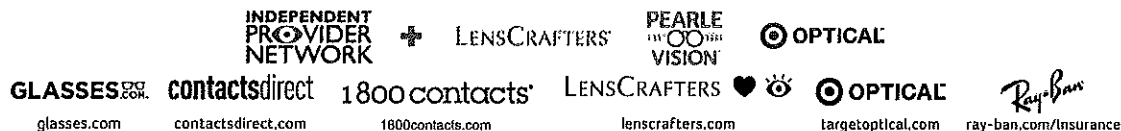
¹ Please ask your provider for his/her recommendation as well as the available progressive brands by tier.

² Please ask your provider for his/her recommendation as well as the available coating brands by tier.

³ Standard fitting includes spherical clear lenses for conventional wear and planned replacement. Examples include but are not limited to disposable and frequent replacement.

⁴ Premium fitting includes all lens designs, materials and specialty fittings other than standard contact lenses. Examples include but are not limited to toric and multifocal.

Discounts are subject to change without notice. Discounts are not 'covered benefits' under your vision plan and will not be listed in your certificate of coverage. Discounts will be offered from in-network providers except where state law prevents discounting of products and services that are not covered benefits under the plan. Discounts on frames will not apply if the manufacturer has imposed a no discount policy on sales at retail and independent provider locations. Some of our in-network providers include:



ADDITIONAL SAVINGS AVAILABLE THROUGH ANTHEM'S SPECIAL OFFERS PROGRAM *

Savings on items like additional eyewear after your benefits have been used, non-prescription sunglasses, hearing aids and even LASIK laser vision correction surgery are available through a variety of vendors. Just **log in at anthem.com**, select discounts, then Vision, Hearing & Dental.

* Discounts cannot be used in conjunction with your covered benefits.

OUT-OF-NETWORK

If you choose to receive covered services or purchase covered eyewear from an out-of-network provider, network discounts will not apply and you will be responsible for payment of services and/or eyewear materials at the time of service. Please complete an out-of-network claim form and submit it along with your itemized receipt to the fax number, email address, or mailing address below. To download a claim form, log in at **anthem.com**, or from the home page menu under Support select Forms, click Change State to choose your state, and then scroll down to Claims and select the Blue View Vision Out-of-Network Claim Form. You may instead call member services at **1-866-723-0515** to request a claim form.

To Fax: 866-293-7373
To Email: oonclaims@eyewearspecialoffers.com
To Mail: Blue View Vision
 Attn: OON Claims
 P.O. Box 8504
 Mason, OH 45040-7111

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Blue View Vision FS 2017

Century Preferred

\$30/\$100/\$50/\$100

Benefits at a Glance for= #001097-182 + 282, Fire #992

Century Preferred is a preferred provider organization (PPO) plan.

	In Network You pay:	Out-of-Network You pay:
Office Visit (OV) Copayment	\$30	Deductible & Coinsurance
Hospital (HSP) Copayment	\$100	Deductible & Coinsurance
Urgent Care (UR) Copayment	\$50	Not covered
Emergency Room (ER) Copayment – <i>waived if admitted</i>	\$50	\$50
Outpatient Surgery (OS) Copayment	\$100	Deductible & Coinsurance
Annual Deductible (<i>individual/2-member family/3+ member family</i>)	Not applicable	\$200/\$400/\$400
Coinsurance		20% after deductible up to
Cost Share Maximum (<i>individual/2-member family/3+ member family</i>)	\$6,600/\$13,200/ \$13,200	\$500/\$1000/\$1000
Lifetime Maximum	Unlimited	Unlimited

PREVENTIVE CARE

Well child care*	NO Copayment	Deductible & Coinsurance
Periodic, routine health examinations*	NO Copayment	
Routine eye exams – <i>one exam every calendar year superseded by vision rider</i>	NO Copayment	
Routine OB/GYN visits – <i>one exam per year</i>	NO Copayment	
Mammography*	No Charge	
Hearing screening – <i>covered once every calendar years</i>	NO Copayment	

MEDICAL CARE

Primary care office visits	OV Copayment	Deductible & Coinsurance
Specialist consultations	OV Copayment	
OB/GYN care	OV Copayment	
Maternity care – <i>initial visit subject to copayment, no charge thereafter</i>	OV Copayment	
Laboratory	No charge	
X-ray and Diagnostic Testing	No charge	
Allergy Services <i>Office visits/testing</i> <i>Injections—80 within 3 years</i>	OV Copayment No Charge	

HOSPITAL CARE – *Prior authorization required.*

Semi-private room	HSP Copayment	Deductible & Coinsurance
Maternity and newborn care	HSP Copayment	
Skilled nursing facility – <i>up to 120 days per calendar year</i>	HSP Copayment	
Rehabilitative services – <i>up to 60 days per person per calendar year</i>	NO Copayment	
Outpatient surgery – <i>in a hospital or surgi-center</i>	OS Copayment	

EMERGENCY CARE

Walk-in centers	OV Copayment	Deductible & Coinsurance
Urgent care — <i>at participating centers only</i>	UR Copayment	Not covered
Emergency care — <i>co-payment</i>	ER Copayment	ER Copayment
Ambulance —	covered	covered

OTHER HEALTH CARE

Outpatient rehabilitative services <i>50 visit maximum for PT, OT, ST, per calendar year - excess covered as out of network</i>	NO Copayment	Deductible & Coinsurance
Prosthetic Devices	Unlimited	
Durable Medical Equipment	Unlimited	
Infertility — State Mandate Age & Cycle Restrictions Apply	Copayment	Deductible & Coinsurance

MENTAL HEALTH/SUBSTANCE ABUSE CARE

Inpatient	HSP Copayment	Deductible & Coinsurance
Outpatient/office visits	OV Copayment	

* Schedule of health examinations:

1 exam every year

*Mammography:

1 baseline age 35 –39 years

1 screening per year age 40+

Additional exam when medically necessary

Note: In situations where the member is responsible for obtaining the necessary prior authorization and fails to do so, benefits may be reduced or denied.

Please refer to the *SpecialOffers@Anthem* brochure in your enrollment kit for information on the discounts we offer on health-related products and services.

This does not constitute your health plan or insurance policy. It is only a general description of the plan. The following are examples of services NOT covered by your Century Preferred Health Plan. Please refer to your Certificate/Evidence of Coverage/Summary Booklet for more details: Cosmetic surgeries and services; custodial care; genetic testing; hearing aids; refractive eye surgery; services and supplies related to, as well as the performance of, sex change operations; surgical and non-surgical services related to TMJ syndrome; travel expenses; vision therapy; services rendered prior to your contract effective date or rendered after your contract termination date; and workers' compensation.

GASTRIC BYPASS SURGERY EXCLUDED

A product of Anthem Blue Cross and Blue Shield serving residents and businesses in the State of Connecticut.



City of New Britain Fire
001097-182 + 282
CENTURY PREFERRED
MANAGED RX, 3 TIER
Benefits at a Glance

\$10 COPAYMENT GENERIC DRUGS
\$20 COPAYMENT LISTED BRAND-NAME DRUGS
\$30 COPAYMENT NON-LISTED BRAND-NAME DRUGS
Unlimited Annual Maximum

How To Use 3-Tier Managed Rx

3-Tier Managed Rx has three different levels (or “tiers”) of copayments, depending on the type of prescription drug you purchase (see the chart below for details). Your copayments will be lower when you use generic or brand-name medications that are on our list of preferred prescription drugs. The medications on this list are selected for their quality, safety and cost-effectiveness. You’ll still have coverage brand-name drugs that are not on the list, but your copayment will be higher.

Talk to your provider about using generic drugs or listed brand-name drugs. It’s a simple way to save out-of-pocket expenses.

Copayments and Day Supplies

- You will be responsible for **one** copayment when purchasing a **30-day supply** of prescription drugs from a retail pharmacy.
You’ll be responsible for **two copayments** when purchasing up to a **90-day supply** of maintenance drugs through the mail-service program (see chart for details). **Members are required to use Mail Order for maintenance drugs following 3 fills at Retail.**

Generic Drugs Have the Lowest Copayment

		<i>Your copayment:</i>
Tier 1: Generic drugs	The term “generic” refers to a prescription drug that is not protected by a trademark. It is required to meet the same bioequivalency test as the original brand-name drug. Tier 1 copayment applies.	\$10
Tier 2: Listed brand-name drugs	The term “listed brand-name” refers to a brand-name prescription drug that is on Anthem Blue Cross and Blue Shield’s list of preferred prescription drugs. Tier 2 copayment applies.	\$20
Tier 3: Non-listed brand-name drugs	The term “non-listed brand-name” refers to a brand-name prescription drug that is not on Anthem Blue Cross and Blue Shield’s list of preferred prescription drugs. Tier 3 copayment applies.	\$30
Mail Service	Two copayments per 90 day supply	\$20, \$40, \$60
Annual Maximum	Per member per calendar year	Unlimited

Generic Substitution

Prescriptions will be filled with the generic equivalent when there is one available. Exception: If your doctor indicates “Dispense as Written.” In this case you will receive the brand-name drug—and you will be responsible for the applicable listed brand or non-listed brand copayment. NOTE: If your doctor does *not* indicate “Dispense as Written,” you will be responsible for the applicable listed brand or non-listed brand-name copayment as well as the difference in cost between the generic and listed brand or non-listed brand name drug.

Mail-Service Program

IngenioRx, mail-service drug program, can save you time and expense if you regularly take one or more types of maintenance drugs. You can order up to a **90-day supply** of these medications and have them delivered directly to your home. **Members are required to use Mail Order for maintenance drugs following 3 fills at Retail.**

Two mail-service copayments will apply as follows: **\$20, \$40, \$60**

National Pharmacy Network

Members also have access to a network of more than **65,000** retail pharmacies throughout the country. Members may call 1-888-207-4214, to locate a participating pharmacy when traveling outside the state.

Non-Participating Pharmacies

Members who fill prescriptions at a non-participating pharmacy are responsible for payment at the time the prescription is filled. Members must submit claims to Anthem Blue Cross and Blue Shield for reimbursement, and payment will be sent to the member. Members who use non-participating pharmacies will pay 20% of the in-network allowance, plus the difference between Anthem Blue Cross and Blue Shield’s payment and the pharmacist’s actual charge.

Limits and Exclusions

Benefits are limited to no more than a **30-day supply** for covered drugs purchased at a retail pharmacy, and no more than a **90-day supply** for covered drugs purchased by mail service. All prescriptions are subject to the quantity limitations imposed by state and federal statutes.

This is not a legal contract. It is only a general description of the Managed Rx, 3 Tier version. Please consult the Evidence of Coverage or prescription drug rider for a complete description of benefits and exclusions applicable to your coverage.

City of New Britain Flex Dental Plan
Group #001097-182,186,282+286



Description of Benefits		You Pay:
Annual Deductible (<i>individual/family</i>)		\$25/\$75
Annual Maximum <i>per member per calendar year</i>		\$1,000
Lifetime Orthodontic Maximum <i>per member</i>		N/A
DIAGNOSTIC & PREVENTIVE SERVICES		No Charge
<ul style="list-style-type: none"> Initial evaluation Periodic evaluations Full Series/Panorex X-rays (1 every 3 yrs) Cleanings, twice a year Fluoride treatment to age 19 Bitewing X-rays (2/yr) Periapical X-ray (as needed) Space maintainers to age 19 Emergency palliative treatment Periodontal maintenance 		
BASIC SERVICES		50%, after deductible
<ul style="list-style-type: none"> Fillings Simple and surgical extractions Oral surgery Endodontics including but not limited to root canal therapy Repair and relining of dentures Recement Crown Recement Bridge Repair Bridge 		
MAJOR SERVICES		Not Covered
<ul style="list-style-type: none"> Periodontics Crowns Inlays Onlays Prosthodontics including but not limited to bridgework, partial and full dentures Post and core 		
ORTHODONTIC SERVICES (<i>child or adult</i>)		Not Covered
<ul style="list-style-type: none"> Non-surgical dental services related to the supervision, guidance and correction of growing or mature teeth Records Tooth guidance Repositioning (straightening) of the teeth Examination 		

Accessing Benefits:

Participating Benefits: When a member receives care from one of our participating Dentists, he or she simply presents his or her identification card showing dental coverage. The dentist bills us directly for all covered services. For dental care provided by a Participating Dentist, we will pay the lesser of Dentist's usual charge or maximum allowable amount as determined by Anthem BCBS. The participating Dentist will accept Anthem BCBS's payment in full and make no additional charge to the member, except as otherwise specified in the member's certificate of coverage.

Non-Participating Benefits: Anthem BCBS will pay the maximum allowable amount as determined by Anthem BCBS. The member is responsible for any difference between the amount paid by Anthem BCBS and the fee charged by the Dentist.

Dental claims should be submitted to Anthem BCBS Dental, P.O. Box 659444, San Antonio, TX 78265

PRINCIPAL LIMITATIONS AND EXCLUSIONS

Services received from a dental or medical department maintained by an employer, a mutual benefit association, labor union, trustee or other similar person or group; Services for which the member incurs no Dentists' Charge or which are services of a type ordinarily performed by a physician, or charges which would not have been made if insurance was not available; Services with respect to congenital malformations; Services, treatment or supplies furnished by or at the direction of any government, state or political subdivision; Any items not specifically listed in this Policy; Lost or stolen dentures or denture duplication; Gold foil restorations; Temporary services and appliances; such as crown or tooth preparations and temporary fillings, crowns, bridges and dentures; Application of sealants, regardless of reason; Services as determined by the company, that are rendered in a manner contrary to normal dental practice. A complete list of exclusions appears in the Certificate of Coverage.

This is not a legal policy or contract. It is only a general description of your benefits. If there are discrepancies between the Certificate of Coverage and this summary, the Certificate of Coverage shall control.

Welcome to your Blue View Vision plan!

You have many choices when it comes to using your benefits. As a Blue View Vision plan member, you have access to one of the nation's largest vision networks. You may choose from many private practice doctors, local optical stores, and national retail stores including LensCrafters®, Target Optical®, and most Pearle Vision® locations. You may also use your in-network benefits to order eyewear online at Glasses.com and ContactsDirect.com. To locate a participating network eye care doctor or location, log in at anthem.com, or from the home page menu under Care, select **Find a Doctor**. You may also call member services for assistance at 1-866-723-0515.

Out-of-Network – If you choose to, you may instead receive covered benefits outside of the Blue View Vision network. Just pay in full at the time of service, obtain an itemized receipt, and file a claim for reimbursement up to your maximum out-of-network allowance.

YOUR BLUE VIEW VISION PLAN BENEFITS	IN-NETWORK	OUT-OF-NETWORK	FREQUENCY
Routine Eye Exam			
A comprehensive eye examination	\$0 copay	Up to \$50 allowance	Once every calendar year
Eyeglass Frames			
One pair of eyeglass frames	\$130 allowance, then 20% off any remaining balance	Up to \$64 allowance	Once every calendar year
Eyeglass Lenses (instead of contact lenses)			
One pair of standard plastic prescription lenses: <ul style="list-style-type: none">Single vision lensesBifocal lensesTrifocal lensesLenticular lenses	<ul style="list-style-type: none">\$20 copay\$20 copay\$20 copay\$20 copay	<ul style="list-style-type: none">Up to \$60 allowanceUp to \$70 allowanceUp to \$90 allowanceUp to \$130 allowance	Once every calendar year
Eyeglass Lens Enhancements			
When obtaining covered eyewear from a Blue View Vision provider, you may choose to add any of the following lens enhancements at no extra cost.			
<ul style="list-style-type: none">Transitions Lenses (for a child under age 19)Standard polycarbonate (for a child under age 19)Factory scratch coating	<ul style="list-style-type: none">\$0 copay\$0 copay\$0 copay	<ul style="list-style-type: none">No allowance when obtained out-of-network	Same as covered eyeglass lenses
Contact Lenses (instead of eyeglass lenses)			
Contact lens allowance will only be applied toward the first purchase of contacts made during a benefit period. Any unused amount remaining cannot be used for subsequent purchases in the same benefit period, nor can any unused amount be carried over to the following benefit period.			
<ul style="list-style-type: none">Elective conventional (non-disposable) OR <ul style="list-style-type: none">Elective disposable OR <ul style="list-style-type: none">Non-elective (medically necessary)	<ul style="list-style-type: none">\$130 allowance, then 15% off any remaining balance\$130 allowance (no additional discount)Covered in full	<ul style="list-style-type: none">Up to \$125 allowanceUp to \$125 allowanceUp to \$225 allowance	Once every calendar year

This is a primary vision care benefit intended to cover only routine eye examinations and corrective eyewear. Blue View Vision is for routine eye care only. If you need medical treatment for your eyes, visit a participating eye care doctor from your medical network. Benefits are payable only for expenses incurred while the group and insured person's coverage is in force. This information is intended to be a brief outline of coverage. All terms and conditions of coverage, including benefits and exclusions, are contained in the member's policy, which shall control in the event of a conflict with this overview. This benefit overview is only one piece of your entire enrollment package.

EXCLUSIONS & LIMITATIONS (not a comprehensive list – please refer to the member Certificate of Coverage for a complete list)

Combined Offers. Not to be combined with any offer, coupon, or in-store advertisement.

Excess Amounts. Amounts in excess of covered vision expense.

Sunglasses. Plano sunglasses and accompanying frames.

Safety Glasses. Safety glasses and accompanying frames.

Not Specifically Listed. Services not specifically listed in this plan as covered services.

Lost or Broken Lenses or Frames. Any lost or broken lenses or frames are not eligible for replacement unless the insured person has reached his or her normal service interval as indicated in the plan design.

Non-Prescription Lenses. Any non-prescription lenses, eyeglasses or contacts. Plano lenses or lenses that have no refractive power.

Orthoptics. Orthoptics or vision training and any associated supplemental testing.

OPTIONAL SAVINGS AVAILABLE FROM BLUE VIEW VISION IN-NETWORK PROVIDERS ONLY

In-network Member Cost
(after any applicable copay)

Retinal Imaging - at member's option can be performed at time of eye exam		Not more than \$39
Eyeglass lens upgrades		
When obtaining eyewear from a Blue View Vision provider, you may choose to upgrade your new eyeglass lenses at a discounted cost. Eyeglass lens copayment applies.		
<ul style="list-style-type: none"> Transitions lenses (Adults) Standard Polycarbonate (Adults) Tint (Solid and Gradient) UV Coating Progressive Lenses¹ <ul style="list-style-type: none"> Standard Premium Tier 1 Premium Tier 2 Premium Tier 3 Anti-Reflective Coating² <ul style="list-style-type: none"> Standard Premium Tier 1 Premium Tier 2 Other Add-ons 	<ul style="list-style-type: none"> \$75 \$40 \$15 \$15 \$65 \$85 \$95 \$110 \$45 \$57 \$68 	20% off retail price
Additional Pairs of Eyeglasses		
Anytime from any Blue View Vision network provider.		
<ul style="list-style-type: none"> Complete Pair Eyeglass materials purchased separately 		<ul style="list-style-type: none"> 40% off retail price 20% off retail price
Eyewear Accessories		
<ul style="list-style-type: none"> Items such as non-prescription sunglasses, lens cleaning supplies, contact lens solutions, eyeglass cases, etc. 		20% off retail price
Contact lens fit and follow-up		
A contact lens fitting and up to two follow-up visits are available to you once a comprehensive eye exam has been completed.		
<ul style="list-style-type: none"> Standard contact lens fitting³ Premium contact lens fitting⁴ 		<ul style="list-style-type: none"> Up to \$55 10% off retail price
Conventional Contact Lenses		
<ul style="list-style-type: none"> Discount applies to materials only 		15% off retail price

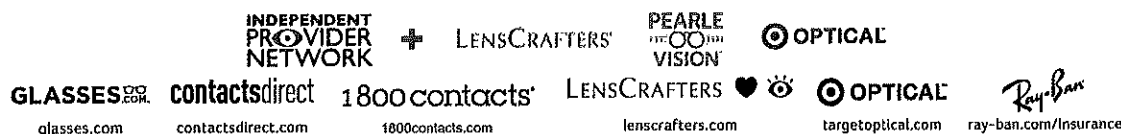
¹ Please ask your provider for his/her recommendation as well as the available progressive brands by tier.

² Please ask your provider for his/her recommendation as well as the available coating brands by tier.

³ Standard fitting includes spherical clear lenses for conventional wear and planned replacement. Examples include but are not limited to disposable and frequent replacement.

⁴ Premium fitting includes all lens designs, materials and specialty fittings other than standard contact lenses. Examples include but are not limited to toric and multifocal.

Discounts are subject to change without notice. Discounts are not 'covered benefits' under your vision plan and will not be listed in your certificate of coverage. Discounts will be offered from in-network providers except where state law prevents discounting of products and services that are not covered benefits under the plan. Discounts on frames will not apply if the manufacturer has imposed a no discount policy on sales at retail and independent provider locations. Some of our in-network providers include:



ADDITIONAL SAVINGS AVAILABLE THROUGH ANTHEM'S SPECIAL OFFERS PROGRAM *

Savings on items like additional eyewear after your benefits have been used, non-prescription sunglasses, hearing aids and even LASIK laser vision correction surgery are available through a variety of vendors. Just log in at anthem.com, select discounts, then Vision, Hearing & Dental.

* Discounts cannot be used in conjunction with your covered benefits.

OUT-OF-NETWORK

If you choose to receive covered services or purchase covered eyewear from an out-of-network provider, network discounts will not apply and you will be responsible for payment of services and/or eyewear materials at the time of service. Please complete an out-of-network claim form and submit it along with your itemized receipt to the fax number, email address, or mailing address below. To download a claim form, log in at anthem.com, or from the home page menu under Support select Forms, click Change State to choose your state, and then scroll down to Claims and select the Blue View Vision Out-of-Network Claim Form. You may instead call member services at 1-866-723-0515 to request a claim form.

To Fax: 866-293-7373
To Email: oonclaims@eyewearspecialoffers.com
To Mail: Blue View Vision
Attn: OON Claims
P.O. Box 8504
Mason, OH 45040-7111

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Blue View Vision FS 2017

APPENDIX B

Anthem

The City will offer the next level of dental health insurance to all current employees who are members of Anthem -- flex option 7.

- Office co-pay increases from \$20 to \$30
- Inpatient Hospital Stay increases from \$0 to \$100
- Outpatient Hospital visit increases from \$0 to \$100
- Emergency Room visit increases from \$25 to \$50
- Urgent Care visit increases from \$25 to \$50
- Out of Network Deductible remain at \$200/\$400/\$400
- Out of Pocket Maximum remain at \$500/\$1000/\$1000
- Prescription Drug Co-pays increase from \$5/\$10/\$20 to \$10/\$20/\$30
- Mandatory mail-order for long term sustenance drugs
- Mail-order Pharmacy changes from a flat \$5 to 2 copays for a 90 day supply
- Maximum is unlimited (no change)
- Eliminate coverage for Gastric Bypass surgery
- Reduce infertility coverage to CT mandate instead of unlimited

APPENDIX C

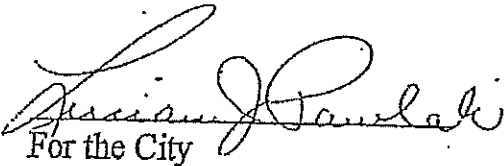
Attached are the following Memoranda of Understandings:

- 1) M.O.U. dated January 3, 2003 regarding promotions**
- 2) M.O.U. dated February 11, 2003 regarding the Family Friendly Workplace Policy and the Family & Medical Leave Act (FMLA)**
- 3) M.O.U. dated June, 2004 regarding Medical First Responder**
- 4) Two M.O.U.s dated July, 1990 regarding Pension Escalation Benefits**
- 5) M.O.A dated September 14, 2011**

MEMORANDUM OF UNDERSTANDING
BETWEEN
NEW BRITAIN FIREFIGHTERS, LOCAL 992 I.A.F.F.
AND
THE CITY OF NEW BRITAIN

It is mutually agreed that in the event there is a certified promotional list in effect and a vacancy occurs in a higher rank prior to one hundred and twenty (120) days of the expiration date of the certified list, which would create a vacancy in the rank for which the list is in effect, a promotion shall be made for the anticipated vacancy from the certified list prior to its expiration. In the event the vacancy is for the Fire Chief or Assistant Fire Chief and once filled did not create the anticipated vacancy the employee(s) affected shall be returned to their last held rank and shall not fill any vacancy that occurred after the expiration of the promotional list.

Signed this 3rd Day of January ~~2002~~ 2003


For the City


For the Union

MEMORANDUM OF UNDERSTANDING

between

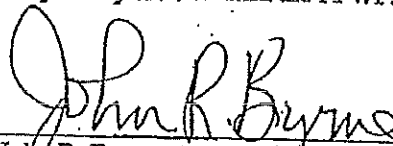
The City of New Britain

and

~~IAFF~~ ~~AFSCME~~ Local 992, Firefighters

In accordance with the City of New Britain's Family Friendly Workplace Policy (FFWP) dated November 1, 2002 (attached), any eligible Local 992 employee shall be allowed to use paid sick leave for the twelve-week period of that leave under the provisions of the Family and Medical Leave Act (FMLA). In addition to the utilization of any sick leave balance, donated sick leave from other employees may be utilized for anytime up to the conclusion of the eligible twelve-week period, assuming that the individual's sick bank has been depleted prior to use of donated time.

~~The Union acknowledges that the FFWP is not in the Local 992 contract and is not considered a benefit under the union contract. The Union also agrees that it shall not make any claim that the FFWP is subject to negotiations. The City of New Britain may at any time rescind the FFWP.~~


John R. Byrne, Personnel Director


Don Martin, President
Local 992

Date

2/11/03

2-9-03

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding made and entered into by and between the CITY OF NEW BRITAIN (hereinafter called the "City") and the NEW BRITAIN FIRE FIGHTERS, LOCAL 992, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, AFL-CIO (hereinafter called "Union").

WITNESSETH:

WHEREAS, the City and the Union have negotiated and agreed upon conditions for the New Britain Fire Department to be the designated medical first responder for the City effective upon the completion of training and certification, of standard operating procedures and department directives and medical protocols, of the equipping of all fire companies with appropriate medical equipment and supplies; and

WHEREAS, the agreed conditions for the assumption of such duties include certain modifications of the current Collective Bargaining Agreement (CBA) between the parties, dated July 1, 1999—June 30, 2003, and extending through June 30, 2004, primarily pertaining to pension benefits and retiree health insurance;

NOW, THEREFORE, the CBA shall be and is amended in the following particulars:

3:6, 1.: Amend to: "That the incident which gave rise to the charge must have occurred during the course of the employee's employment with the New Britain Fire Department while engaged in the performance of "fire duties" as that term is defined in section 7-314 of the Connecticut General Statutes, or in the performance of duties associated with medical first responder services."

3:6, 4.: Amend to: "The City of New Britain will reimburse the employee for the attorney fees incurred in the connection with the said criminal defense not to exceed one hundred seventy-five (\$175.00) dollars per hour."

3:8: Add new provision: "All employees hired after June 23, 2004 shall maintain a minimum of Medical Response Technician (MRT) certification for the duration of their employment. The City agrees to provide, at its sole cost, all necessary training for MRT certification of current employees and re-certification of all employees as needed."

3:9: Add new provision: "The City agrees that it will insure and defend all members of Local 992 with respect to any claims made against such employees for events occurring in the performance of duties as medical first responders."

11.4: Delete, replace with: "The City shall pay the cost of Blue Cross/Blue Shield Century Preferred insurance plan and flexible dental benefits, for the individual and spouse, of all individuals who are employees on June 23, 2004 (see List of Employees, June 23, 2004, attached as Exhibit A to this Addendum C), and who thereafter retire, for the period of the first ten years of their retirement, subject to the following conditions:

(A) Effective for employees that retire after June 23, 2004, the employee must be eligible for and must be collecting retirement benefits under the City's pension plan. If during any portion of the ten (10) year period the retiree and spouse are eligible for group health insurance through any other employer, whose coverage is equal to or better than the group health provided by the City, the City's obligation during that time shall be limited to reimbursement of any portion of the premium or such coverage which is not paid or reimbursed by any other employer. Questions relating to the interpretation and application of this section, including eligibility for other insurance coverage and comparability of such coverage, shall be subject to the grievance and arbitration provisions of this agreement.

(B) The City shall pay the full cost of coverage for the retiree and spouse in the case of retirement after at least twenty (20) years of service with the City or retirement under the service-connected disability provisions of the pension plan; 80% of such costs for those who retire after at least fifteen (15) years of such service; 60% of such cost for employees who retire after at least five (5) years of such service, provided in each case the employee meets the age and service requirements for early retirement benefits.

(C) Any retiree who wishes to enroll additional dependents, or who wishes to remain enrolled beyond ten (10) years after the date of retirement, and any spouse of a deceased retiree who wishes to remain enrolled after the death of the retiree, shall pay the full cost of such group insurance premiums.

(D) Any retired employee must provide proof of insurability to the satisfaction of the City and/or the insurance carrier(s) in order to be readmitted to the City's health insurance program either during or after the ten (10) year period after retirement.

11.4(e): Amend to: "Any individual hired into the Local 992 bargaining unit after June 23, 2004, shall not be eligible for any city paid health insurance benefits as outlined in sections (a), (b), (c) and (d) above. Such employees shall be eligible to purchase health insurances through the city at group rates at the time of their retirement, at their own expense."

12:8(a): Add new provision:

"A bargaining unit employee who contracts AIDS* after initial employment will be entitled to the presumption that he/she contracted AIDS* in the line of duty if all the following terms and conditions are strictly adhered to:

(A) For all persons hired after June 23, 2004, the employee, prior to his/her start date, must and does submit to an AIDS* test and the employee does not test positive; and

(B) For all employees hired before June 23, 2004, the employee submits to an AIDS* test and the employee does not test positive; PROVIDED, however, that there shall be no presumption that an employee contracted AIDS* in the line of duty if, prior to any alleged on-duty exposure, the employee failed to submit to an AIDS* test that produced a negative result; and

(C) The employee has, while on duty and performing for the City, been exposed to a patient who has AIDS* and, further, this exposure was more than casual but instead involved the direct contact with blood or other bodily fluids; and

(D) Said exposure is reported by the employee by way of authorized report to the Fire Chief or his designee within thirty (30) days of the employee being notified of exposure to AIDS*; and

(E) The employee who alleges to have been exposed to AIDS* submits to a confirmatory AIDS* test administered by the City, which test actually does confirm that the employee has contracted AIDS*; and

(F) The employee must immediately provide the City with a written medical authorization which is sufficient to release any and all of the employee's medical records pertaining to AIDS* and which otherwise waives the physician-patient confidentiality and authorizes the employee's physician(s) to discuss his/her medical condition(s) with the City.

(* AIDS, ARC, SARS, AIDS-RELATED CANCER, ALL HEPATITIS STRAINS, AND THE RESULT OF WMD)"

12:8(b): Add new provision:

"An employee who asserts and receives the above presumption may be eligible for and/or be required to:

- (1) Retire with a disability pension per section 14.1(g) (1) of the collective bargaining agreement.
- (2) Continue to perform his/her normal job duties.
- (3) Perform some but not all of his/her normal job duties.
- (4) Perform other duties within the Fire Department.

An employee who is claiming this presumption and who refuses to perform work within the Fire Department that he/she is physically able to perform will lose this presumption and the AIDS condition or impairment will not then be presumed to have occurred in the line of duty."

14:1(a): Amend to: "For each regular, full-time member of the New Britain Fire Department hired prior to July 1, 1995, the pension benefits as outlined below represent the total retirement and survivor's benefits. Employees hired on or after July 1, 1995 shall be enrolled in and entitled to all benefits of the Connecticut Municipal Employees' Retirement Fund B (MERF B), and the benefits outlined in this Article Fourteen, with the exception of participation in the Deferred Compensation Plan (14:1(f)), shall not pertain to such employees."

14:1(b)(1) Add: "Notwithstanding the foregoing, employees who have completed 35 years of service shall not thereafter make contributions for pension purposes. Any employee who has completed more than 35 years of service shall have any contributions made by him after completion of 35 years reimbursed to him."

14:1(b)(2) Add: "There shall be no contributions for pension purposes from employees who have completed 35 years of service."

14:1(d)(2): Delete and replace with: "Each regular, full time employee hired prior to July 1, 1995, may retire upon completion of 20 years of service at 55% of pay. Each such employee who, at the time of retirement, has in excess of twenty years of service, shall receive an additional one percent for each completed year after twenty years (see chart which follows) to a maximum pension benefit of seventy percent (70%) of pay after 35 years of service.

<u>Years of Service</u>	<u>Percentage (%) of Pay</u>
20	55%
21	56%
22	57%
23	58%
24	59%
25	60%
26	61%
27	62%
28	63%
29	64%
30	65%
31	66%
32	67%
33	68%
34	69%
35	70%

14:2(a) Amend to: "Employees shall be fully vested after ten (10) years of continuous service in the fire department. The term "fully vested" shall mean that upon separation from employment with the New Britain Fire Department prior to retirement (twenty years) such employee may elect not to withdraw the contributions paid into the pension

fund, and instead to collect, upon reaching the age when the employee would have been eligible for a normal (55%) pension, a retirement allowance based on two and three-quarters percent (2 3/4%) of compensation per year of continuous service completed prior to separation from employment. Such percentage shall be applied against the employee's rate of compensation (or rate of compensation which determines the employee's contributions) at the time of the employee's separation from employment, without the benefit of the escalation provisions of the pension fund."

14:3: Delete (see 14:1(a)).

16:19: Add new section: "The New Britain Fire Department shall be the designated medical first responder for the City effective upon the completion of training and certification, of standard operating procedures and department directives and medical protocols, of the equipping of all fire companies with appropriate medical equipment and supplies."

With the exception of pension benefits for employees hired after July 1, 1995, which shall only be as provided in MERF B (See, 14:3), the parties agree that the foregoing benefit provisions shall remain in full force and effect for all individuals who are employees of the New Britain Fire Department on June 23, 2004, for as long as they shall live, regardless of any provisions of the CBA to the contrary that may hereafter pertain to employees hired after June 23, 2004.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Agreement to be signed in their names and behalf this day of June, 2004.

Witnesses:

Lisa R. Carver
Lisa R. Carver

Peter C. Steele
Peter C. Steele

For the City:

By: Samuel A. Alvarado

Joseph Shelly

Hanna J. Murt

For the Union:

By: [Signature]

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement made and entered into by and between the CITY OF NEW BRITAIN (hereinafter called the "City") and the NEW BRITAIN FIRE FIGHTERS, LOCAL 992, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, AFL-CIO (hereinafter called "Union").

WITNESSETH:

Whereas, the City and the Union have negotiated and agreed upon conditions for pension escalation benefits under the pension plan to be incorporated into the collective bargaining agreement between the City and the Union for the period commencing July 1, 1990, and ending June 30, 1993; and

~~Whereas, the provisions negotiated and agreed upon by the City and the Union~~ provide that there will be no pension escalation for new employees hired after July 1, 1990; and

Whereas, the provisions negotiated and agreed upon by the City and the Union provide that individuals in the bargaining unit as of July 1, 1990, including any person hired to fill any fire fighter vacancy which occurred prior to June 30, 1990, shall continue to be entitled to pension escalation benefits as provided for under the provisions of the Charter of the City of New Britain, the Special Acts of the Connecticut General Assembly, to wit: S.A. No. 442 (1967) and S.A. No. 182 (1969), and the collective bargaining agreement; and

Whereas, the provisions regarding pension escalation benefits negotiated and agreed to by the City and the Union are, or may be construed to be, in conflict with the provisions of the Charter of the City of New Britain an/or the Special Acts of the Connecticut General Assembly; and

Whereas, Section 7-474 (f) of the Connecticut General Statutes provides that where there is a conflict between an agreement reached by municipal employer and an employee organization on matters appropriate to collective bargaining and any charter, special act, ordinance, rule or regulation adopted by a municipal employer or its agents, or any general statute directly regulating the hours of fire fighters, or any general statute providing for the method or manner of covering or removing employees from coverage under the Connecticut municipal employees' retirement system or under the policeman or firemen survivors' benefit fund, the terms of such agreement shall prevail;

Now, therefore, in consideration of the mutual covenants and promises contained herein, the City and the Union do hereby enter into this memorandum of agreement and do agree as follows:

1. The Union expressly acknowledges and agrees that the provisions of Article Fourteen of the collective bargaining agreement for the period July 1, 1990, to June 30, 1993, incorporated herein by reference, constitute the pension benefits, including pension escalation benefits, the City is obligated to provide for employees covered under the agreement between the City of New Britain and New Britain Fire Fighters, Local 992, International association of Fire Fighters, AFL-CIO.
2. The Union, on its own behalf, and on behalf of its members, agree that it will make no claim for pension benefits on behalf of any member of the Union under any provision of the Charter of the City of New Britain, any Special Act, any ordinance, any rule or regulation adopted by the municipality or its agents, or any General Statute of the State of Connecticut during the term of this collective bargaining agreement shall be in effect.
3. The City agrees that pension escalator benefits provided for under Article fourteen of the collective bargaining agreement shall remain in full force and effect for all the covered employees listed in exhibit "a" attached hereto and incorporated herein shall be binding on the City with respect to such covered employees and survivors for so long as they live, regardless of whether or not the corresponding provisions of the applicable collective bargaining agreement remain in effect.
4. The City agrees that this Memorandum of Agreement shall be enforceable by the Union or by any of the covered employees listed on Exhibit "A" in any forum of competent jurisdiction.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Agreement to be signed in their names and behalf on this 17th day of July, 1990 .

Witnesses:

For the City:

Quint D. Cobb By: Donald J. DeFronzo
David Locke By: Donald J. DeFronzo

-For the Union:

David Hoelle By: James J. Sorensen Sr.
Barbara L. Schmitt By: James J. Sorensen Sr.

This agreement is made by and between the City of New Britain (City), New Britain Fire Fighters, Local 992, IAFF (Union) and each and every person employed by the city and included in the Local 992 unit as of July 1, 1990, including any person hired to fill any Fire Fighter vacancy which occurred prior to June 30, 1990. ("Covered Employees").

WHEREAS, the City and Local 992 have negotiated and agreed upon conditions for pension escalation benefits under the pension plan provided in provisions of the collective bargaining agreement beginning July 1, 1990, and,

WHEREAS, there will be no pension escalation benefits for new employees hired to fill vacancies occurring after July 1, 1990, and,

WHEREAS, the City and Local 992 wish to guarantee that the pension benefits will not change for individuals employed in the bargaining unit as of July 1, 1990, including any person hire to fill any Fire Fighter vacancy which occurred prior to July 1, 1990;

NOW THEREFORE the parties agree as follows:

1. The pension escalation benefits provision of the 1990-1993 collective bargaining agreement between the City and Local 992, as set forth in Article Fourteen, are incorporated herein by reference.
2. Such pension escalation benefits will remain in full force and effect for all Covered Employees and Survivors listed (attached) and will be binding on the City with respect to such Covered Employees, for as long as they live, regardless of whether or not the corresponding provisions of the applicable collective bargaining agreement remain in effect.
3. This agreement shall be enforceable by any or all of the Covered Employees listed below in any court of competent jurisdiction.

IN WITNESS WHEREOF the Mayor, having been duly authorized by the Common Council, the Union President, acting on the basis of a ratification vote constituting authorization by the membership of the Union, and the Covered Employees, have all affixed their signatures on the dated indicated below.

City of New Britain
By: Donald J. DeFronzo
Mayor

Local 992, I.A.F.F.
By: James J. Sorensen Sr.
President

Date: July 17, 1990

Date: July 17, 1990

Signed :

FOR THE CITY:

DONALD J. DEFRONZO, MAYOR

JOHN R. BYRNE, PERSONNEL DIRECTOR

FOR THE UNION:

JAMES J. SORENSEN SR. , PRESIDENT

EUGENE J. MORRIS, VICE-PRESIDENT

DONALD A. JANELLE, SEC./TREAS.

CHESTER ZIOLKOWSKI

DONALD MARTIN

Dated at New Britain, Connecticut this 17th day of July 1990

MEMORANDUM OF AGREEMENT

1) Duration

17.4 Except as modified herein, the Collective Bargaining Agreement between the City of New Britain and the New Britain Firefighters Association, IAFF Local 992, effective July 1, 2008 through June 30, 2012, will continue in full force and effect.

This agreement is made and entered into this 14th day of September, 2011 by and between Local 992 and the City of New Britain as a result of joint efforts of the parties to respond to the fiscal conditions of the City of New Britain. The existing Collective Bargaining Agreement shall be modified as follows:

The term of the Collective Bargaining Agreement is extended to June 30, 2014.

2) Wages

10.1

1. Wages will be reflected in new chart -- Appendix A -- and shall reflect the following
 - a. There shall be no general wage increase on July 1, 2011.
 - b. Effective January 1, 2012, there shall be a wage increase of Twenty-Five Hundred Dollars (\$2,500) for each bargaining unit member.
 - c. Effective June 30, 2012, there shall be a wage increase of Twenty Five-Hundred Dollars (\$2,500) for each bargaining unit member.
 - d. Effective July 1, 2012, there shall be a wage increase of 2.5% for each bargaining unit member.
 - e. Effective January 1, 2013, there shall be a wage increase of Twenty-Five Hundred Dollars (\$2,500) for each bargaining unit member.
 - f. Effective June 30, 2013, there shall be a wage increase of Twenty-Five Hundred Dollars (\$2,500) for each bargaining unit member.
 - g. Effective July 1, 2013, there shall be a wage increase of 3.5% for each bargaining unit member.

3) Insurance

11:1(a) Effective October 1, 2011, the City shall implement the Blue Cross/ Blue Shield Century Preferred 1097-165 insurance plan with thirty dollar (\$30.00) office co-payment, prescription co-payments of five dollars as set forth in Appendix B. An outline of the design changes agreed to by the parties and the benefits provided under the Century Preferred Plan and the Flex 7 dental benefits are attached in Appendix B. A complete list of the benefits provided under this plan is available from Blue Cross/ Blue Shield. The funding for the Century Preferred Insurance Plan will be split-funded in accordance with the terms and conditions agreed to between the City and the Union.

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11:1(b)(1) Effective 10-1-11, each employee shall, by payroll deduction, pay fourteen (14%) percent of the fully-insured premium for any elected coverage (employee only, with spouse, family). Effective 1-1-12, each employee shall, by payroll deduction, pay fifteen (15%) percent of the fully-insured premium for any elected coverage (employee only, with spouse, family). Effective 7-1-12, each employee shall, by payroll deduction, pay sixteen (16%) percent of the fully-insured premium for any elected coverage (employee only, with spouse, family). Effective 7-1-13, each employee shall, by payroll deduction, pay seventeen (17%) percent of the fully-insured premium for any elected coverage (employee only, with spouse, family).

11:6 In lieu of coverage under the group hospital, surgical, major medical and vision insurance plans specified above, employees may elect membership in a Health Maintenance Organization (HMO). In such cases, and effective on 10/1/2011, the employee shall pay eight (8%) percent of the full premium of the HMO and the premium for basic dental coverage. Effective July 1, 2012, the employee shall pay ten (10%) percent of the full premium and the premium for basic dental coverage. If and when the annual premium of the HMO including the premium for the basic dental coverage is 95% of the Blue Cross Blue Shield COBRA rate, the employee shall pay the cost shares identified in Section 11:1(b). The City assumes no responsibility for the administration of the HMO Plan, nor for any aspect of its operations, including eligibility, cost, coverage, or delivery of health services. An outline of the design changes agreed to by the parties and the benefits provided under the Connecticare are attached in Appendix B

11.4(e) Any individual hired into the Local 992 bargaining unit after June 23, 2004 shall be eligible for any city paid health insurance benefits as outlined in sections (a), (b), (c) and (d) above, from the language of the existing collective bargaining agreement, for the period of the first five (5) years of their retirement.

4) Sick time buy out

Section 6.1(a) of the contract shall be amended as follows: Employees hired after July 1, 1995 and before July 1, 2004 shall receive leave at the rate of one day per month, cumulative to a maximum of one hundred fifty (150) days. Employees will not be granted sick leave credit upon initial employment. At the time of the employee's retirement or death, the employee or the employee's beneficiary shall receive a sum of money equal to twenty percent (20%) of the first seventy five and thirty five percent (35%) of the next seventy-five (75) unused sick days times the then current daily rate of pay.

6.1(a)(1) Employees hired after July 1, 2004 shall receive leave at the rate of one day per month, cumulative to a maximum of one hundred fifty (150) days. Employees will not be granted any sick leave credit upon initial employment. Upon separation of service

will receive no compensation for unused sick leave.

5) Staffing:

a. Effective January 1, 2012, 5:4 will be amended to read:

5:4 Presently there are nine (9) fire companies on duty at all times. There shall be a minimum of eight (8) fire companies on duty at all times. If the city eliminates one (1) company on duty, the employees assigned to such eliminated company shall have the right to bump the least senior employee of the same rank or driver status leaving those with least seniority (without a primary company assignments) as floaters. Each floater maintains his rank or driver designation while acting as a floater and will automatically be assigned to a permanent position when an opening within his/her rank or driver status occurs. To the extent that the elimination of a company leaves the City with a surplus of employees, there shall be no layoffs.

There shall be a minimum of one (1) Deputy Chief eight (8) officers and eighteen (18) privates on duty at all times. At no time shall any ladder company operate with less than four (4) members. At no time shall any engine and rescue company operate with less than three (3) members.

The staffing referenced above in section 5:4 shall be implemented as follows:

The immediate staffing shall remain at 143 members but may be reduced through attrition to 139 in accordance with the following:

It is agreed that the staffing regularly assigned to each engine company in each working group shall consist of four (4) working members including (1) officer, provided that at no time shall any engine company on any working group operate with fewer than three (3) members.

Employees may be temporarily detailed from one company to another in the same working group without limitation or without regard to the length of such detail. The junior employee in seniority available in a group, utilizing all companies in that group shall be the employee detailed except when the junior employee in a company in a group is the apparatus operator. In that case, the next least senior man in a company who is not the apparatus operator.

The parties agree that the City may reopen the current collective bargaining agreement for the sole purpose of negotiations concerning adding medical transport to the Fire Department and any disputes shall be resolved utilizing the midstream dispute resolution process contained within the Municipal Employees Relations Act.

b. This agreement in no way alters the language in the parties' Collective Bargaining Agreement as it pertains to staffing which has not been altered herein.

6) Pension

Effective two years after the signing of this Memorandum of Agreement, the following sections of the collective bargaining agreement will be amended as follows:

14:1(b)(1) Present employees hired prior to July 1, 1990 or any employee hired to fill a vacancy which occurred prior to July 1, 1990, shall pay a seven percent (7%) payroll contribution for pension purposes. Notwithstanding the foregoing, employees who have completed thirty six (36) years of service shall not thereafter make contributions for pension purposes.

14:1(b)(2) Any employees hired to fill vacancies occurring after July 1, 1990 shall pay a five and one-half percent (5 1/2%) payroll contribution for pension purposes. In both cases, no such deductions shall be applied to overtime earnings. There shall be no contributions for pension purposes from employees who have completed thirty six (36) years of service.

14:(d)(2) Effective two years after the signing of this Memorandum of Agreement, each regular, full time employee hired prior to July 1, 1995, may retire upon completion of twenty (20) years of service at fifty five percent (55%) of pay. Each such employee who, at the time of retirement, has in excess of twenty years of service, shall receive an additional one and ¼ percent (1.25%) for each completed year after twenty (20) years (see chart which follows) to a maximum pension benefit of seventy-five percent (75%) of pay after thirty six (36) years of service.

<u>Years of Service</u>	<u>Percentage (%) of Pay</u>
20	55.00%
21	56.25%
22	57.50%
23	58.75%
24	60.00%
25	61.25%
26	62.50%
27	63.75%
28	65.00%
29	66.25%
30	67.50%
31	68.75%
32	70.00%
33	71.25%
34	72.50%
35	73.75%
36	75.00%

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7) Retirement Incentive: ONE TIME OFFER

- a. Each regular, full-time member hired prior to July 1, 1995, may retire upon the completion of twenty (20) years of service at sixty percent (60%) of pay. Each such employee who, at the time of retirement, has in excess of twenty (20) years of service, shall receive an additional one percent (1%) for each completed year after twenty (20) years to a maximum pension benefit of seventy-five percent (75%) of pay after thirty-five (35) years of service.
- b. Eligible employees shall have until October 1, 2011 to decide and notify the City whether or not they plan to take advantage of this retirement incentive and also must retire by October 31, 2011. Any employee who fails to notify the City of his/her retirement by the aforementioned dates, will be unable to avail themselves of the retirement incentive offer.
- c. For any employee who meets the requirements under the City pension (20 years of service) and retires by October 31, 2011, the City will provide health care coverage for dependent children. Dependent children will be covered for the 10 years of retiree health insurance or up the age of twenty-six (26), whichever comes first. ~~Health insurance coverage for dependent children is~~ subject to the parties' collective bargaining agreement as well as state and federal law. Any employee who does not retire effective October 31, 2011 will be unable to avail her/himself of the aforementioned dependent children benefit.

8) Split shifts

The City and Union agree that employees will not be required to take vacation, paid holidays and perfect attendance time off in 24 hours blocks. Vacation, paid holiday and perfect attendance time can be taken off in a 10 hours day shift (0800-1800) or a 14 hours night shift (1800-0800) or as a full 24 hour work tour (0800-0800).

9) Job Security

- a. There shall be no layoffs or reduction of companies from the present levels for the duration of this Agreement which is until 6/30/14.
- b. In the event that the section above is violated by the City, the parties agree that the rate of compensation for overtime shall be time and a half. Additionally, the parties agree that in the event the section above is violated, the City will reimburse the Union for its costs associated with grieving and/or arbitrating the City's violation.

10) Concluding Provisions

- a. The parties recognize that this Concession Agreement is a special agreement. No provision of this Agreement shall be cited as precedent in


- future negotiations or in any other forum. The parties reserve the right to cite this Agreement only for the purposes of enforcing its terms.
- b. This Agreement is subject to ratification by the body of Local 992 and approval of the Common Council .

City of New Britain



Mayor Date 9-14-11

New Britain Firefighters
Local 992, IAFF



President Date 9-14-11

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF NEW BRITAIN

AND

LOCAL 992

WHEREAS, on November 11, 2016, the City of New Britain posted internally the position of Assistant Master Mechanic with a closing date of November 23, 2016 ; and

WHEREAS, on November 23, 2016, the City received one internal application for Assistant Master Mechanic which was deemed to not possess the minimum qualifications; and

WHEREAS, in order to fill the Assistant Master Mechanic position the City is required to post the position externally; and

WHEREAS, Local 992 is in agreement with the Assistant Master Mechanic position being posted externally however it is the Union's position that certain terms and conditions of employment have to be negotiated; and

THEREFORE, the City of New Britain and Local 992 agree to the following with respect to the Assistant Master Mechanic position:

1. Effective upon the signing of this Memorandum, the salary for the Assistant Master Mechanic position shall be \$74,809 with three annual (anniversary date) steps. The three steps shall be as follows:
 - 1st Step \$74,809
 - 2nd Step \$75,557
 - 3rd Step \$76,312
2. The probationary period for the position shall be twelve (12) months.
3. Firefighter I or II shall not be required for the Assistant Master Mechanic position and as a result the Assistant Master Mechanic position shall not have responsibilities in a firefighting capacity and shall not be allowed to work overtime in a firefighting capacity.
4. The training and certifications levels required for the Assistant Master Mechanic position shall be NFPA 1071, Standard for Emergency Vehicle Technician (EVT) Professional Qualifications and the SCBA Manufacturer Certified Air Mask Repair Education (C.A.R.E.) Program. If the applicant hired does not possess the required training and certification levels at the time of hire, he/she will be required to attain the EVT I within 1 year of hire and attain the EVT II within 2

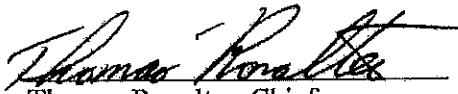
years of hire. It shall be a mandatory condition of employment to attain and maintain EVT I and EVT II status within three (3) years of hire. The hired applicant will also be required to attain the SCBA Manufacturer Certified Mask Repair Education training and certification within 1 year of hire. The City shall cover the costs associated with attaining and maintaining such training and certifications. All of these certifications shall be maintained for the duration of employment. In addition, the Emergency Medical Responder (EMR) certification must be obtained within 1 year of hire and shall maintain for the duration of employment.

5. The minimum qualifications for the Assistant Master Mechanic position shall be 4 years of comprehensive professional experience in the repair of fire apparatus, trucks similar in size to fire trucks, diesel motors and auto equipment and position of a valid Connecticut State Driver's License with a CDL endorsement.
6. The only promotional opportunity to the Assistant Master Mechanic will be the Master Mechanic position.
7. If the Assistant Master Mechanic is designated to act in the absence of the Master Mechanic, the Assistant Master Mechanic shall receive acting pay in the amount of 5% above the Assistant Master Mechanic base rate of pay.
8. Should the Assistant Master Mechanic wish to take the Firefighter test, he/she will be required to follow all of the steps required by entry level firefighter process.
9. If the Maintenance Employee is designated to act in the absence of the Assistant Master Mechanic, the Maintenance Employee shall receive the same acting pay that he was receiving prior to signing of this MOU including any general wage increase set forth in the collective bargaining agreement.

Signed this 3 day of August, 2017

CITY OF NEW BRITAIN

LOCAL 992


Thomas Ronalter, Chief


Ed Preece, President