

AGREEMENT

BETWEEN

THE CITY OF NEW BRITAIN

AND

NEW BRITAIN FIRE FIGHTERS

LOCAL 992

INTERNATIONAL ASSOCIATION OF

FIRE FIGHTERS, AFL-CIO

JULY 1, 2023 – JUNE 30, 2027

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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. All employees shall be responsible for ensuring that all of his/her own continuing education records are updated and submitted to the State in a timely manner. Failure to maintain EMR certification will result in employee being detailed to training until such time as certification is obtained.

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 entry level employees were appointed on the same date their seniority shall be determined based on the date and time their application for employment was received, provided the application cannot precede the public posting. Lateral Firefighter hiring shall continue to be a rolling process and as such, seniority shall be based on time of application. 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 six (6) months. Any member that has a leave in excess of 3 consecutive weeks in his/her probationary period will have the probationary period extended by the length of the leave. 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.

4.2(c) Probationary Firefighters Training and Evaluation Program Phases

Probationary lateral firefighters shall have a two (2) week orientation and then shall proceed to Phase 3 however Phase 3 shall be four (4) weeks long.

Phase 1 – Total 16 weeks

Week 1

Introduction to NBFD, personnel/administration issues, PPE issuance, fit testing, expectations

Weeks 2-16

CT CFA 15 week Recruit Training Program

Phase 2 = Total 4 weeks

EMR training and New Employee Orientation Program (NEOP) on NBFD operations

In the event personnel were trained within the New Britain Fire Academy, the Phase 1 and 2 portion of the Probationary firefighter training program will be integrated in to the academy. Probationary Firefighters will graduate the academy and proceed to the start of Phase 3.

Phase 3 – Total 8 weeks

Probationary firefighter (PF) assigned to a fire company for the initial field training and evaluation program (FTEP) with a designated Company Officer (CO)/Lieutenant/Captain. PF shall not be considered qualified to work as the third firefighter in a 3-person company until he or she has successfully completed Phase 3, an

initial 8-week company assignment which includes successful completion of an End of Phase Report and Recommendation, necessary task book requirements and satisfactory Daily Observation Reports (DOR). Companies assigned probationary firefighters will maintain a 4-firefighter minimum during the first 8 weeks of probationary firefighter's company assignment. No overtime or exchanges worked by probationary firefighter during Phase 3. PF trained, mentored, and evaluated by company officer for progress towards established program benchmarks

In the event personnel were trained within the New Britain Fire Academy or are hired as lateral firefighters, the phase three portion of the Probationary firefighter training program will be 4 weeks but will not lessen or impact the overall probationary period.

Phase 4 – Total 22 weeks

PF continues in FTEP assignment at the same fire company. PF continues to receive appropriate training and performs all necessary fire, EMS, and rescue evolutions in Task Book. PF continues to be evaluated on all program components through Daily Observation Reports (DORs). Based on Task Book completion, Daily Observation Reports and End of Phase Reports, the assigned Company Officer, Shift Commander and Deputy Chief Training recommend retention/dismissal to Fire Chief at week 50

Probationary Firefighter Training and Evaluation Program - Total 50 weeks

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 9:00 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 with a minimum of two (2) Ladder companies. In the event an apparatus is rendered out of service due to mechanical issues for less than 30 days, this provision shall not be grievable by the Union.

There shall be a minimum of one (1) Deputy Chief, one (1) Deputy Chief's Aide, 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.

Deputy Chief Aides/Safety Officers duties and job descriptions are outlined in Appendix B 2/20.

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

The City shall maintain minimum manning at 128

It is agreed that additional personnel in the firefighter rank above minimum staffing will be assigned to an engine company. The additional firefighter may be detailed to meet minimum staffing requirements on the assigned shift. Additional staff above the minimum will be assigned evenly among the working groups, if practicable.

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. Personnel with less than three years of service shall be detailed on a rotating basis within the Company. This shall be accomplished by a rotating list being maintained at the Company level. If all personnel have more than three years of service the junior member within the Company shall be the detailed member.

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) Captain of Training and Professional Standards*
- one (1) Master Mechanic
- one (1) Assistant Master Mechanic
- one (1) Mechanic / Maintenance Person
- five (5) Fire Inspectors

*The Captain of Training and Professional Standards is included in the 128 minimum staffing and will result in 1 less extra firefighter in suppression.

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. Personnel may be ordered in on overtime for station coverage. Members being ordered in for station coverage shall be selected based on a rolodex system based on reverse seniority for all suppression bargaining unit members. The junior member of the following shift, not on approved leave for the following shift, that is highest on the hiring list shall be the member ordered in. Any member ordered in for station coverage is allowed to find another employee who meets the same qualification and is willing to work the order in. Said employee shall be referred as the "substitute ordered in employee". If a substitute ordered in employee is found and works the entire order in shift, the substitute ordered in employee will receive credit for the order in. If the original ordered in member is not able to provide a substitute employee to work the order in shift, the original ordered in member shall work the order in shift.

Personnel who work the station coverage pursuant to the order in provisions above shall be paid at time and one half for the order in shift. 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 Duty hours will be assigned through an automated system based on the member with the fewest hours within the Overtime period being hired first. Members that cancel an overtime assignment for any reason, other than work related injury, will have those hours counted toward this calculation.

5.5 (d) When an additional assigned duty worked by any employee is not in a suppression capacity it will be hired off the Special Duty List through an automated system. The Special Duty list will consist of all non-suppression activities, including but not limited to Fire Prevention, Training, Public Education or facility maintenance. Required qualifications for Special Duty Assignments shall be stated at the time of the Special Duty posting. Members shall be hired based upon qualifications and then fewest special duty hours. The Union will reserve the right to discuss concerns or issues with the selection based on qualifications with the Chief when disputes arise.

5.5(e) Except in extenuating circumstances and with the approval of the Fire Chief or his/her designee,

members shall not be allowed to work in excess of seventy-two (72) consecutive hours. This is inclusive of regular scheduled shifts, Additional Duty shifts and/or exchange of shifts. After seventy-two (72) hours of consecutive hours worked, a member must have at least ten (10) hours off-duty time before being eligible to be on-duty. Members will not be placed on paid administrative leave to meet this requirement.

Notwithstanding this provision, in the event staffing falls below 100 full-time members, including lateral firefighters after four weeks from date of hire and entry level recruits who were trained in the New Britain Fire Academy after Phase three which shall be four weeks but not including probationary members that have not completed Phase 3, in the suppression division, the aforementioned 72 hour restriction shall not apply. The Fire Administration may suspend the 72 hour restriction for extenuating circumstances, but shall notify the union at the time of this action.

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 For 42 hours employees: 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.

For 36 hour employees: 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 is based upon the 9 hours per day schedule.

6.1 For 42 hours 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 250 days or 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.

For 36 hour 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 11.25 hours per month cumulative to a maximum of 250 days or 2250 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 1350 hours at the then current daily rate of pay.

6:1(a) For 42 hours 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 150 days or 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.

For 36 hour employees hired after July 1, 1995 and before July 1, 2004 shall receive leave at the rate of nine hours per month, cumulative to a maximum of 150 days or 1350 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 450 hours at the then current daily rate of pay.

6.1(a)(1) For 42 hours employees hired after July 1, 2004 shall receive leave at the rate of twelve (12) hours per month, cumulative to a maximum of 150 days or 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.

For 36 hours employees hired after July 1, 2004 shall receive leave at the rate of nine (9) hours per month, cumulative to a maximum of 150 days or 1350 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 12days 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. This section does not apply to payout of sick time upon retirement but rather only applies to active employees.

6.1(b) Each employee shall be granted twelve (12) for suppression or nine (9) for non-suppression hours of leave for each consecutive three month period of perfect attendance as follows; July-September; October-December; January-March; April-June.

(1) For the purpose of this section perfect attendance shall be considered broken only when an employee utilizes sick leave, FMLA, family sick or emergency leave that is in excess of four (4) hours.

(2) The employee shall utilize the PAD within the one year in which they were earned or they will expire.

Perfect Attendance days shall be guaranteed time off if submitted before 0800 hours four (4) days prior to the regularly assigned shift.

****Personnel will start accruing PAD's under this provision starting April 1st. Personnel who are left with a**

balance which includes a ½ PAD at the time the new accrual system commences will have the ½ PAD cashed out for the six hours at his/her regular hourly rate at the time the new accrual system commences. Any full PAD's will remain and must be used within one year from the date it was earned.

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 the following:

- 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 or Family Sickness, in the preceding twelve (12) months.
- Any sick utilized following notification that an approved leave request may be denied.
- Any time an individual utilizes sick on Thanksgiving, Christmas Day, New Year's Eve or July 4th holidays

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 with the exception of premium vacation shifts and PAD submitted by 0800 hours 4 days prior to the shift. 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 based on a rolodex system based on reverse seniority for all suppression bargaining unit members. The junior member from the previous regularly scheduled working shift that is highest on the hiring list shall be the member held over. 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). This leave shall constitute a break in service for PADs if such leave is in excess of four (4) hours. 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 as follows:

- 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 family sickness or injury other than on the job or sickness in the preceding twelve (12) months
- Any sick utilized following notification that an approved leave request may be denied.

- Any time an individual utilizes sick on Thanksgiving, Christmas Day, New Year's Eve or July 4th holidays

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 30 days to utilize the leave that expired during the duration of the member's illness or injury leave or shall be paid out for 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 shall be taken 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.

Vacation shifts requested and approved one (1) month prior to the requested shift shall be considered a premium vacation shifts and shall be guaranteed. Only one person per Company can be off on premium vacation time on any shift. Premium vacation shifts will be selected by group and company based on date of hire seniority regardless of rank seniority, with the longest consecutive leave request (up to 8 shifts) having priority.

Each Company Officer will hold an initial premium vacation selection process in the month of February. Personnel will be provided an opportunity to select vacation shifts based on seniority. After the most senior member selects a vacation shift, it will move to the next senior member for their selection. This order will continue until all members have made a selection, at which point it will return to the most senior member for their next selection. A member may choose to select up to 8 shifts during a selection, but will not get another opportunity to make a selection, until all other members have had the opportunity to make an equal amount of requests.

After the start of the vacation period, said Premium Vacations will be selected by group and company based on seniority, with the longest consecutive leave request (up to 8 shifts) having priority. Premium Vacation shifts must be submitted thirty (30) days prior to the regularly assigned shift. Each member on the Company shall be contacted or a message left when the premium request is submitted and have up to 4 hours to respond or request the leave if senior to the submitting member. If a member is transferred or promoted which impacts one of these premium leaves, the member may utilize the leave on the adjacent Shift or Company under this provision as well as any member who has previously approved premium leave where the member was transferred or promoted to.

Any Vacation Leave scheduled outside of the above provision shall be approved or denied based upon the current practice.

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 carry up to 4 vacation shifts that must be utilized within the first 5 working tours (24 hours) on the next vacation cycle. Any carried vacation shifts not utilized within this time period shall be paid to the employee.

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. Vacation payout for retirements shall be processed as follows: the vacation days in an employee's bank can be paid out

as long as there is sufficient time prior to the retirement date to take those days within the current vacation year. For example, if an employee is retiring on March 30th, he or she can only receive payment for one vacation day from the bank. All other vacation days from the bank will be automatically lost as vacation time cannot be accumulated from year to year. Employees shall also be paid for vacation days that the employee has accrued toward the next vacation year. These days shall be prorated based upon the number of days worked by taking the amount of vacation days the employee would earn that year and dividing it by 365.

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	Juneteenth	Christmas Day
Washington's Birthday	Independence Day	Thanksgiving Day
	Labor Day	

One (1) floating holiday for Election Day to be taken at the discretion of the employee. If Election day is declared a federal holiday, Election Day will replace the floating holiday and the total number of paid holidays will remain at 14.

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) Each November 1st employees will be granted 14 paid holidays, which will expire on the following October 31st. Effective 11-1-21 the cycle for paid holidays will run from November 1st to October 31st every year.

9.1(c) At the end of the holiday cycle, which is October, Employees will have the option to cash out ten (10) of the fourteen (14) 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

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:

1. Off-line personnel may use 9 of the 13 holidays at their discretion whether on the holiday or non-holiday. The legally celebrated days of the other 8 non-floating legal holidays will not be observed as a holiday unless the employee so takes the holiday on the celebrated day. The other holidays of Independence Day, Thanksgiving, Christmas and New Years' Day shall be taken on the actual holiday or designated day; and
2. If a holiday such as Independence Day, Christmas and/or New Year's Day falls on a Saturday or Sunday and on off-line employee is called in to work, that employee shall only be compensated with 4 hours at straight time or double time for all hours worked, whichever is greater;
3. If an employee is called in on a holiday, such as Independence Day, Thanksgiving, Christmas and New Year's day, which must be taken as a holiday and that holiday falls on a workday, that employee shall be compensated with 4 hours at straight time or double time for all hours worked, whichever is greater and shall have that holiday put back in his/her holiday bank
4. If an off-line employee is called into work on an observed holiday, the employee shall be compensated by having that holiday put back in his/her holiday bank;
5. When any Division/Bureau/Office is open with one or more employees on celebrated holidays, any calls for service during regular business hours shall be handled by employee(s) who are working; and
6. When an off-line employee has taken a holiday off as a holiday and is called back to work after hours, they shall be compensated with 4 hours straight time or double time for all hours worked whichever is greater. Employees taking holiday time shall not fill-in for another scheduled employee's call time for that day;
7. The using of holidays shall comply with the offline staffing levels set forth in the Chief's Directive; and

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. Employees who retire with a normal service retirement which means after 25 years of service or age 55 under MERS or after 20 years of service under the City pension fund will be allowed to receive a payout of holidays from November 1st to the date of his or her retirement. Holidays will not be paid out for resignation, termination, early retirement or disability retirement. 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 carry up to 4 Paid Holiday shifts that must be utilized within the first 5 working tours (24 hours) on the next Paid Holiday cycle. Any carried Paid Holiday shifts not utilized within this time period shall be paid to the employee pursuant to 9.1 (c) 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. Effective July 1, 2023, there shall be a general wage increase of 3.0% 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).
- b. Effective July 1, 2024, there shall be a general wage increase of 2.75% 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).
- c. Effective July 1, 2025, there shall be a general wage increase of 2.75% 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, 2026, there shall be a general wage increase of 2.75% 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 company apparatus, 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 of 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:

- 7/1/23 15% fully insured equivalent premium share and City to pay 50 % of HSA
- 7/1/24 15% fully insured equivalent premium share and City to pay 50% of HSA
- 7/1/25 15% fully insured equivalent premium share and City to pay 50% of HSA
- 7/1/26 16.5% 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 in the amount of \$750.00 for the fiscal year

of their appointment which shall be prorated on a monthly basis based upon his/her date of hire and how many months remain in that fiscal year. For example, if an employee is hired December 1st, there are 7 months remaining in that fiscal year (7mths x \$62.50) and that employee will be entitled to a uniform allowance in the amount of \$437.50

****Personnel shall not be required to purchase Class A uniforms until off of Probation.**

12.3(b) Subsequent to the first fiscal year, each member shall receive an annual clothing allowance of \$750.00

12.3(c) If any portion of the dress uniform of a 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 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 but prior July 1, 2015 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.

Employees hired after July 1, 2015 but prior to January 10, 2024, shall participate in a Deferred Compensation Plan agreed to by the City and the Union. The City shall, on behalf of such employee, contribute \$30.00 per week 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. This change will be implemented as soon as practicable but not later than March 3, 2024.

This section shall not apply to employees hired after January 10, 2024.

14.1(f)(1) For employees hired after July 1, 2015, the City will contribute \$75.00 per month toward IAFF MERP (Medical Expense Reimbursement Plan) Local 992 will be required to provide the required information to establish the MERP. MERP shall be implemented as soon as practicable, however, the City's contribution shall commence no later than March 3, 2024. Parties agree to attach and/or reference the IAFF-MERP to the CBA as soon as practicable.

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, if 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.

16.22 Professional Development. Personnel are required to obtain the following certifications/training within 18 months of promotion or appointment:

Driver (appointed)	Inspector	Lieutenant	Asst. Fire Marshal	Fire Marshal	Captain	Deputy Chief	Deputy Chief- Training
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FF I&II	FF I&II	FF I&II	FF I&II	FF I&II	FF I&II	FF I&II	FF I&II
EMR	EMR	EMR	EMR	EMR	EMR	EMR	EMR
Haz mat Ops	Haz Mat Ops	Haz mat Ops	Haz mat Ops	Haz mat Ops	Haz mat Ops	Haz mat Ops	Haz mat Ops
CDL or Q endorsement	*Fire Inspector	Incident safety Officer	Fire Inspector	Fire Inspector	Incident safety Officer	Incident safety Officer	Incident safety Officer
Pump Operator	*Fire Investigator	Fire Instructor I	Fire investigator	Fire investigator	Fire Instructor I	Fire Instructor I	Fire Instructor I&II
Aerial Operator	Public Fire & Life Safety Educator	Fire Officer I	Fire Officer I	Fire Officer I	Fire Officer I	Fire Officer I	Fire Officer I
EVOC training			Fire Officer II	Fire Officer II	Fire Officer II	Fire Officer II	Fire Officer II
			Juvenile Fire Setter prevention Specialist	Fire Officer III		Fire Officer III	*EMS-I
			Public Fire & Life Safety Educator	Juvenile Fire Setter prevention Specialist			Health and Safety Officer
				Public Fire & Life Safety Educator			

**Any employee holding any of the aforementioned positions for three years or more, shall be grandfathered

deemed qualified for their current position and not required to obtain the aforementioned certifications/training. They will be required to meet the requirements if seeking promotion or appointment to a new position.

*** Inspectors have 2 years to complete. Remaining positions have 18 months to complete.

**** Any Driver who has a CDL and said CDL expires, the City shall pay for and provide opportunity to obtain Q endorsement.

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, 2027 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

Definitions

Alcohol—includes, but is not limited to, any substance or liquid that can impact or impair an individual as defined by Connecticut General Statutes Section 30-1.

Alcohol test—the analysis of a bodily specimen used to determine the presence and specific level of alcohol in a person's system. Methods of testing include but are not limited to breath, saliva, and blood.

Alcohol use—the consumption of any beverage or mixture of beverages that includes alcohol, including any medication containing alcohol.

BAC—an abbreviation for “blood alcohol content,” a measurement of how much alcohol an individual has in his or her system.

Chain of custody—a systemized process involving a “chain of custody” form used to track the journey of a bodily specimen, usually urine, from donor to lab.

NBFD – the City of New Britain and/or City of New Britain Fire Department.

NBFD property—includes all buildings, parking lots, vehicles owned or leased by the City of New Britain or used for NBFD purposes, work facilities and plants, warehouses, equipment, or land used by the NBFD or its customers or suppliers.

Confirmation test—a second analytical process conducted following an initial or screening test for confirming the result of the first test. In the case of an alcohol test, this would typically involve the use of an Evidentiary Breath Test following a non-evidentiary breath or saliva test. In the case of a drug test, it would typically involve the use of gas chromatography/mass spectrometry technology.

Controlled substances—includes all substances included in Schedules I through V, as defined in Section 202 of the Controlled Substances Act, Title 21 of the United States Code.

Cut-Off Levels—the minimum concentrations of drugs or drug metabolites that must be present in specimens before labs will report the results as positive.

Employee Assistance Program (EAP)—are employee benefit programs offered by an employer and is designed for personal or family problems including mental health and substance abuse issues.

Drugs—see “controlled substances” definition. Also, includes legally obtained drugs that are used illegally.

Drug paraphernalia—as defined in Section 21a-240(20) of the Connecticut General Statutes.

Drug test—the analysis of a bodily specimen, usually urine, saliva, blood, or hair to determine the presence and level of a drug or drugs in an individual's system.

During working time—means time during which the employee is being paid to work for NBFD or represent NBFD in an official capacity.

Illegal drug use—the illegal use of illicit drugs, prescription drugs, over-the-counter medications, alcohol, or any other substance (such as glue, aerosols, etc.) being used in a way other than in its intended purpose.

Impairment—NBFD will consider the employee impaired when he or she manifests specific, articulable symptoms while working that decrease performance of duties or tasks. Such symptoms may include but are not limited to speech, physical dexterity, agility, coordination, demeanor, irrational or unusual behavior, negligence or carelessness, disregard for the safety of self or others, involvement in an accident that results in serious damage, disruption of production, or any injury.

Legal Drugs—includes prescribed drugs and over-the-counter medications that have been legally obtained and are being used for the purpose for which they were prescribed or manufactured.

Medical Review Officer (MRO)—a licensed physician certified to review laboratory drug test results. This individual must have knowledge of substance abuse disorders and the necessary training and certification to evaluate a confirmed positive drug test result to verify the result.

Positive Test – any test which is positive for any of the substances above referenced levels as set forth in the chart, any test with a blood alcohol content (BAC) of 0.05 or higher and/or when an individual refuses or fails to submit to required testing. The City acknowledges and will comply with the requirements of Section 21a-408 et. seq. of the Connecticut General Statutes.

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.

Behavior that could prompt reasonable suspicion of drug or alcohol use in violation of this Policy includes, but is not limited to, the following:

- there is reasonable suspicion to believe that an employee *is* impaired by drugs and/or alcohol, *and*
- his or her job performance *is or may be* adversely affected by the use of a drug or alcohol., *or*
- when an employee is involved in an accident in the course of the employment and there is reasonable suspicion to believe that drugs and/or alcohol may have impaired an employee.

Safety-sensitive position—means any position in the NBFD, including but not limited to any supervisory or management position, in which impairment caused by drug or alcohol usage, would threaten the health or safety of any person.

SAMHSA Laboratory—a laboratory certified by the Substance Abuse and Mental Health Services Administration (SAMHSA), an agency within the U.S. Department of Health & Human Services.

Substance Abuse Professional (SAP)—a person who is licensed by the State of Connecticut and evaluates and/or treats employees who have violated a drug and alcohol regulation and/or makes recommendations concerning education, treatment, follow-up testing, and aftercare.

Under the influence—when a person has a detectable amount of a drug, as measured by a scientifically valid test (i.e., a positive drug test result), or in the case of alcohol has a blood alcohol level of .05 or greater, as measured by a scientifically valid test as set forth in this policy

Employee Assistance Program

The NBFD offers an Employee Assistance Program (“EAP”) benefit for employees and their families. The EAP

provides confidential assessment, referral, and short-term counseling for employees who need or request it. If an EAP referral to a treatment provider outside the EAP is necessary, costs may be covered by the employee's medical insurance; but the cost of such outside services are the employee's responsibility.

Employees will not be discharged, disciplined, or discriminated against for voluntarily seeking treatment ("self-refer") for a drug/alcohol related problem if that individual has not previously tested positive for drugs or alcohol in violation of this Policy, entered an employee assistance program for substance abuse-related issues, or entered an alcohol and drug rehabilitation program. The self-referral may occur after the employee is selected for a random drug test, but must occur prior to the drug test sample collection. An employee is not permitted to self-refer after drug test sample collection.

Confidentiality of EAP services is assured. No information regarding the nature of personal problems will be made available to the NBFD, nor will it be included in the permanent personnel file. Participation in the EAP will not affect the employee's employment status, however, it will not protect an employee from disciplinary actions due to failure to meet conditions of continued employment. The City of New Britain shall not be responsible for the breach of confidentiality by a third party.

For more information about the NBFD's EAP program contact the current City EAP provider. Contact information is posted in all fire stations and can be obtained at Human Resources.

The City of New Britain as a Recovery Friendly Community and Employer understands the impact of drug, alcohol and opioid dependency and is committed to providing assistance to employees and members of the community. Additional resources can be found at NBRecovers.org.

Purpose Statement

New Britain Fire Department ("NBFD") has a vital interest in maintaining a safe and efficient environment for its employees, clients, and customers. Employees who are under the influence of drugs or alcohol on the job pose serious safety risks not only for the user, but also to co-workers and others. The possession, use, or unauthorized sale of illegal drugs or controlled substances as set forth in the federal Controlled Substance Act, or alcohol may also pose unacceptable risks for safe and efficient operations. Accordingly, it is the right, obligation, and intent of the NBFD to maintain a safe and efficient environment for all of its employees and guests; and to protect NBFD property, equipment, and operations.

NBFD has adopted this drug-free workplace policy ("Policy") to ensure that our business is functioning safely, efficiently, and cost-effectively. NBFD will require all employees and job applicants to consent to, participate in, and comply with this policy as a condition of employment and continued employment. For those who fail to cooperate fully with the terms and conditions of this Policy, the NBFD will take appropriate measures to address the situation promptly and directly. Use of drugs or alcohol that affects the workplace will not be tolerated.

Coverage

This Policy applies to all employees of the NBFD when they are on NBFD business or on NBFD premises, including, but not limited to, all properties, facilities, land, platforms, buildings, structures, fixtures, installations, automobiles, trucks, and other vehicles whether owned, leased, or used by the NBFD or for NBFD purposes. This policy also covers the use of drugs, controlled substances as set forth in the federal Controlled Substance Act or alcohol while off NBFD premises if the employee is "under the influence," as defined in this Policy when representing the NBFD in an official capacity. Additionally, regardless of the event or situation, employees are always responsible for their actions and behavior at NBFD-related events or activities and are required to comply with the NBFD Code of Conduct.

Covered Employees

This Policy covers all members of the New Britain Fire Fighters International Association of Fire Fighters, local 992, with the exception that members required to maintain a CDL license are required to comply with the DOT CDL regulations in addition to this policy.

Applicants

All applicants are covered by this Policy inasmuch as NBFD has extended a conditional offer of employment pending the applicant consent to take and provide a negative pre-employment drug test. If a pre-employment drug test is positive or if the applicant refuses to undergo testing, the offer of employment will be withdrawn.

Designated Employer Representative

The Designated Employer Representative ("DER") is responsible for the management of the drug testing program pursuant to the terms of this Policy. Employees with questions regarding this Policy should contact the DER, Linda Guard, Human Resource Director at 860-826-3408 or linda.guard@newbritainct.gov. The secondary DER is Trish Haddad, Benefits Manager, and she can be reached at 860-826-3406 or trish.haddad@newbritainct.gov.

Disclosure

Employees have a right to obtain, upon request to the NBFD, a copy of all records maintained of his or her initial positive confirmatory test results, and to submit written information explaining any such results. Employees shall submit the request in writing and the NBFD shall respond to the request within 24 hours of receipt of the request.

Education & Training

Prior to implementation of this Policy, all NBFD personnel will be trained and certified in Reasonable Suspicion and how to recognize signs and symptoms of substance abuse, and how to confront, collaborate, and document an employee exhibiting signs of being under the influence of drugs or alcohol. This training will be scheduled for each Company on each Shift prior to implementation. If a member does not receive the training due to absenteeism or contractual leave, they will receive this training on return to work as soon as practicable. Any employee promoted into a new supervisory role will receive such training prior to his or her supervisory assignment. All personnel shall complete an annual refresher training course on the Substance Abuse Policy subsequent to their initial training.

Non-Discrimination

In accordance with The Americans with Disabilities Act, 42 U.S.C. §12101 (the "ADA"), NBFD does not discriminate against any qualified individuals with a disability who are NOT currently using illegal drugs or controlled substances as set forth in the federal Controlled Substance Act and who have either successfully completed rehabilitation or who may be currently participating in a supervised rehabilitation program and are no longer using illegal drugs or controlled substances as set forth in the federal Controlled Substance Act. Nothing contained in this policy may be construed or applied in such a way that will result in discrimination against any individual with a disability or handicap as those terms are defined by the ADA.

Any recognized disability of any kind, however, does not entitle an employee and/or job applicant to violate any provisions of this policy.

Prohibited Conduct

The following behaviors exemplified by any applicant or employee are prohibited:

- Being under the influence of drugs, or controlled substances as set forth in the federal Controlled Substance Act and/or demonstrating the signs and symptoms of being under the influence of drugs;
- Being under the influence of alcohol and/or demonstrating the signs and symptoms of being under the influence of alcohol.
- Testing positive for drugs, controlled substances as set forth in the federal Controlled Substance Act, or alcohol beyond levels as defined in this policy.
- Failing to notify a supervisor or manager in writing upon being prescribed the use of a prescription drug or over-the-counter medication that could alter the ability of an employee to safely perform essential job functions, or that poses a direct threat to the employees own safety or the safety of others;
- Failing to notify a supervisor or manager immediately if the employee believes that he or she is under the influence of drugs, controlled substances as set forth in the federal Controlled Substance Act, or alcohol;
- Bringing illegal drugs, alcohol, controlled substances, or drug paraphernalia to work and/or storing such items on NBFD property;
- Possessing, using, manufacturing, distributing, or attempting to distribute, sell, or dispense drugs or controlled substances off of NBFD property that may adversely affect NBFD, the worker's job performance, or place at risk the safety or wellbeing of the worker or others;
- Failing to immediately notify the NBFD in writing of a conviction for any crime related to federal or state criminal drug, controlled substances as set forth in the federal Controlled Substance Act, or alcohol offense. This does not include convictions that are sealed, expunged, or erased;
- Abusing prescription drugs, which includes, but is not limited to, exceeding the doctor recommended prescribed dosage, usage in a manner other than for which a medication was prescribed, using others' prescribed medications, and/or obtaining medications in an illegal manner including obtaining medications from a foreign country without a valid and legal U.S. prescription;
- Switching, substituting, tampering with, altering or adulterating any specimen or sample collected for purposes of enforcing this Policy;
- Disclosing information related to a drug or alcohol test result, and/or substance abuse treatment referrals, except as required by this Policy;
- Failure to consent to and participate in and abide by the terms and recommendation of the Substance Abuse Professional (SAP) or Employee Assistance Professional (EAP) as defined in this Policy;
- Failing to cooperate with the terms and conditions of this Policy. Failure to cooperate includes, but is not limited to:
 - a. Refusal to be tested,
 - b. Failure to provide an adequate sample without a valid medical excuse,

- c. Refusal to sign required paperwork (including, but not limited to, consent forms, acknowledgement forms, and chain of custody forms),
- d. Failure to timely show up at an assigned collection site to provide a specimen, and
- e. Failure to be reasonably available to be tested once the employee has been notified.

Drug and Alcohol Testing

NBFD will conduct drug and alcohol testing of job applicants and employees to achieve a safe and productive work environment. The NBFD will conduct such testing within the parameters of any applicable state and federal laws. The NBFD reserves the right to use any scientifically valid methods and procedures, which are not otherwise prohibited by applicable law, including but not limited to breath, urine, saliva, blood. If a new scientifically valid method and procedure becomes available, the NBFD will notify the Union of its intent to use that method and procedure and the Union may exercise its reservation of rights.

Advance Notice of Policy Changes

This policy shall be implemented upon ratification. However, the actual random testing will commence on or about August 1, 2022 in order to allow for the time needed to establish and implement the testing process. All employees shall be notified that up to 45 employees shall be randomly selected for drug testing each calendar year. When changes are made to this Policy the NBFD, will provide employees with 30 days advance notice before implementing the changes. Any changes to this policy shall be mutually agreed upon or subject to the Collective Bargaining process.

Cost of Drug Tests

NBFD will pay the cost of all random and reasonable suspicion drug tests required by the NBFD. In accordance with the Split Specimens section below, all urine collections will be split into two separate samples. If any applicant and/or employee requests that the second half of the split sample be tested, such applicant and/or employee will be required to pay the cost of that testing. If the MRO determines from testing of the second half of the split sample that a false positive test result occurred in the original sample, Employee will be reimbursed for the cost of the second half of the split sample testing and made whole for wages lost for regularly scheduled tours. Any assigned ADs that were cancelled due to the false positive test will not count towards the employees AD hours bank.

Drugs

NBFD will test individuals for drugs or controlled substances as set forth in the federal Controlled Substance Act utilizing testing technologies. The NBFD reserves the right to utilize other testing technologies in accordance with applicable laws and when circumstances require an alternative that are identified in this policy in consultation with the Union.

An individual who tests positive for any of the following substances above referenced levels may be subject to adverse employment action (See the Consequences of this Policy section for more information):

DRUG CLASS	INITIAL TEST LEVEL	CONFIRMATORY TEST LEVEL	CONFIRMATORY METHOD
AMPHETAMINES	500 ng/mL		
Amphetamine		250 ng/mL	MS

Methamphetamine		250 ng/mL	MS
BARBITURATES	200 ng/mL		
Amobarbital		200 ng/mL	MS
Butalbital		200 ng/mL	MS
Pentobarbital		200 ng/mL	MS
Phenobarbital		200 ng/mL	MS
Secobarbital		200 ng/mL	MS
BENZODIAZEPINES	200 ng/mL		
Alprazolam Metabolite		200 ng/mL	MS
Oxazepam		200 ng/mL	MS
COCAINE METABOLITES	150 ng/mL	100 ng/mL	MS
MARIJUANA METABOLITES **	100 ng/mL	150 ng/mL	MS
METHADONE	300 ng/mL	200 ng/mL	MS
METHAQUALONE	300 ng/mL	200 ng/mL	MS
MDA-ANALOGUES	500 ng/mL		
MDA		250 ng/mL	MS
MDMA		250 ng/mL	MS
MDEA		250 ng/mL	MS
OPIATES	300 ng/mL		
Codeine		300 ng/mL	MS
Morphine		300 ng/mL	MS
Hydromorphone		300 ng/mL	MS
Hydrocodone		300 ng/mL	MS
OXYCODONES	100 ng/mL		

Oxymorphone		100 ng/mL	MS
Oxycodone		100 ng/mL	MS
6-ACETYLMORPHINE	10 ng/mL	10 ng/mL	MS
PHENCYCLIDINE	25 ng/mL	25 ng/mL	MS
PROPOXYPHENE	300 ng/mL	200 ng/mL	MS

**Except as legally prescribed in accordance with Connecticut General Statutes Chapter 420f, Section 21a-408 NBFD will utilize Custom Substance Abuse Panel 39482N or any other panel which includes the agreed upon levels as set forth in the above chart.

The above list is not intended to be exclusive and the parties reserve the right to add to the above list of substances.

Alcohol

NBFD will test individuals for alcohol utilizing breath testing technologies. The NBFD reserves the right to utilize other testing technologies in accordance with applicable laws and when circumstances require an alternative. A blood alcohol content (BAC) level of 0.05 or higher will be considered a positive result.

Direct Observation

The collection of any urine specimen will be accomplished without invasive observation of the employee being tested and the employee shall certify that said urine sample was not switched, substituted, tampered with, altered or adulterated.

Drug Testing Service Providers

NBFD will select at its discretion and use the professional services of:

- Laboratory certified by the Substance Abuse and Mental Health Services Administration (SAMHSA)/College of American Pathologists and/or licensed by the State of Connecticut,
- Qualified collection facilities, and
- A licensed Medical Review Officer (MRO) who shall be a licensed doctor and shall have an active certification through either AAMRO or MROCC.

Laboratory Confirmation and Medical Review Officer

If an initial screen is non-negative, the laboratory will conduct a confirmation test. The confirmation test will be by gas chromatography/mass spectrometry. All laboratory test results are reported to the Medical Review Officer ("MRO"). If a test result is reported as positive, the MRO will contact the donor. The donor will be given the opportunity to discuss the test result with the MRO. If the employee timely presents documentation of authorized medical use of the drug(s) detected in the specimen that is acceptable to the MRO, the MRO will notify the City's Designated Employer Representative of the documentation presented.

The MRO will accept only valid prescriptions and documentation of drugs used in medical treatment. The City acknowledges and accepts the requirements of Section 21a-408 et. seq. of the Connecticut General Statutes.

Use of drugs obtained outside the U.S., use of medications prescribed to persons other than the donor, use of food products containing drugs (including hemp products), and use of recreational marijuana, heroin, or other Schedule I drugs for health or medicinal purposes cannot be accepted by the MRO as legitimate medical explanations of a positive result.

The employee's interview with the MRO is confidential, and medical information other than the test result determination will not be shared with NBFD or any other party, except where required by law, a court of jurisdiction, a subpoena, or where the MRO believes the information provided affects the safety of the workplace or the public. This means that any information provided by the employee to the MRO, such as medications or other substances that will or may present a significant safety risk, may be reported to the NBFD as a safety concern. In circumstances that require the MRO to report a safety concern, the NBFD will require the applicant/employee to provide fitness for duty documentation from their personal prescribing physician.

Negative Dilute

When a urine specimen result is reported by the MRO as negative dilute, the employee will be sent for a repeat test. The member will be held at the testing location for a maximum of 2 hours and must provide a non-dilute sample within that timeframe. The results of the second test will be the accepted as Final. If the second test result is negative dilute, then the test will be reported as a refusal to test.

Point of collection testing ("POCT")

Where lawful and in accordance with applicable state or local statutes, regulations, or ordinance, testing may include on-site drug screens which are administered on NBFD premises or job site and/or clinics. If the result of an on-site screen is negative, no further testing will be required. If the result of an on-site screen is anything other than negative, a urine specimen will be collected at a site selected by the NBFD and submitted to a certified laboratory for further testing for drugs. The NBFD will not take any adverse action based solely on an unconfirmed onsite screen.

The NBFD will ensure that testing due to reasonable suspicion situations that occur after hours is conducted in accordance with this policy. If the regular test collection location is closed due to time of day or holiday, an approved Onsite Test Collection service will be called to collect the drug test sample. The collected sample will be secured and follow the Foley chain of custody requirements and be sent to an approved laboratory for processing.

The primary after hour's collector will be Northeast Onsite Services (NOS) which is contacted through Keith Gosselin at 860-652-5776 or his designee. The Back-up will be Quest Mobile Testing which is requested by contacting the FOLEY 24 hour support contact line at 860-253-5506.

Rebuttal Opportunities

Employees must be given an opportunity to submit a written statement explaining a positive test result. Records should be maintained in the employee's medical files.

Recordkeeping

Drug test results must be maintained in an employee's medical file separate from that employee's other personnel files. Any written statement submitted by an employee explaining a positive drug test result must be stored in that employee's medical files.

The NBFD will transfer such statements with the permissible transmittal of any medical information about the employee to a third party.

Results Reporting

All results from instant testing devices will be reported verbally at the time of the test. The results of lab-based tests will be reported in writing as soon as possible following receipt of a result by the NBFD.

Split-Specimens

All urine collections will be split into two separate samples. When a second test of a sample must be conducted, it will be from the second half of the split sample. (See SAMHSA 3.2.4 Split-Specimens (Bottle B) Testing.

Types of Testing

The types of testing performed by NBFD include, but are not limited to, the following:

Pre-Employment Drug Testing

The NBFD will notify all prospective employees in writing that, at the time of application, they will be required to participate in a pre-employment drug test as part of the pre-employment screening process. The NBFD will provide a copy of any positive drug test results to applicant.

The results of any such test shall be confidential and shall not be disclosed by the NBFD to any person other than any such employee to whom such disclosure is necessary.

“Prospective employee” means any individual applying for employment with the NBFD.

Reasonable Suspicion Drug and Alcohol Testing

Employees will be required to submit to a drug and/or alcohol test when a supervisor or manager has a rational basis, whether from direct observation or from the reports of others, to believe that an employee is under the influence of legal or illegal drugs, controlled substances or alcohol in violation of this policy. Reasonable suspicion will be documented and will not be based on rumor, speculation, or unsubstantiated information. Referrals for reasonable suspicion testing will be made according to the NBFD’s Standard Operating Procedure on Drug Testing.

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.

Behavior that could prompt reasonable suspicion of drug or alcohol use in violation of this Policy includes, but is not limited to, the following:

- there is reasonable suspicion to believe that an employee *is* impaired by drugs and/or alcohol, *and*
- his or her job performance *is or may be* adversely affected by the use of a drug or alcohol., *or*
- when an employee is involved in an accident in the course of the employment and there is reasonable suspicion to believe that drugs and/or alcohol may have impaired an employee.

An employee exhibiting behavior that prompts reasonable suspicion of drug or alcohol use in violation of this Policy will be removed from his or her position and will be placed on administrative leave with pay until NBFD receives the test result.

When an employee is sent to a testing facility for a reasonable suspicion drug or alcohol test, he or she will be transported to the testing site by an NBFD supervisor. If the individual is to be sent home following providing a sample, he or she will not be permitted to drive himself or herself home. Transportation will be arranged by an NBFD supervisor. Under no circumstances is the individual allowed to drive himself or herself home if he or

she may be under the influence. If the individual insists on driving home alone, he or she will be informed that the NBFD is obligated to notify local police.

Random Drug and Alcohol Testing

NBFD Employees work in a high-risk and safety-sensitive occupation and may be subject to random selection for drug and/or alcohol testing. Employees subject to random testing will have an equal probability of being neutrally selected for such testing. NBFD does not have the right to waive the selection of any employee who has been randomly chosen. Employees in substance abuse treatment programs may also be subject to random testing.

Random tests will be unannounced and performed at reasonable intervals throughout the year. The selection of employees for random drug and alcohol testing will be made by a scientifically valid method, such as a random number table or a computer-based random number generator that is matched with employee identification numbers (i.e., Social Security numbers, payroll identification numbers, or other comparable identifying numbers).

The names of individuals who are randomly selected for testing will be returned to the eligibility list for future selection.

Whenever an employee is scheduled to work and is selected for a random test, they will be notified of the selection and instructed to report to a collection site immediately (plus travel time).

Return-to-Duty Drug and Alcohol Testing

Employees who have tested positive and have been removed from his/her job duties must submit to and furnish a negative drug and/or alcohol test result prior to returning to his/her job duties in accordance with treatment plan specifications.

Follow-Up or Rehabilitation Drug and Alcohol Testing

All employees who voluntarily participate in a NBFD-sponsored employee assistance program will be required to sign a rehabilitation agreement and participate in follow-up testing for drugs and/or alcohol. Alcohol testing requirements will be job-related and consistent with business necessity.

All other forms of testing are prohibited.

Self-Referral

Employees are permitted to admit to the NBFD ("self-refer") that the employee has a substance abuse issue 1(one) time in a "drug screening" cycle (at least 3(three) years long) without receiving adverse employment action consequences. The self-referral may occur after the employee is selected for a random drug test, but must occur prior to the drug test sample collection. An employee is not permitted to self-refer after drug test sample collection. Once a self-referral occurs, the employee shall agree to a drug screening schedule occurring randomly for 3 (three) months from the date of referral while still being subject to a regular random screening pool. Such employee will participate in treatment determined by a substance abuse counselor.

Consequences for Policy Violations

Employees who violate any of the conditions of this policy may be subject to adverse employment action up to and including termination at the NBFD's sole recommendation to the Mayor. The degree of action taken will depend on the circumstances of each case and any applicable laws. All employee rights provided by any applicable collective bargaining agreement shall not be deemed to be waived through the acknowledgment and receipt of this policy.

Employees should understand that certain policy violations such as the use of alcohol (including possession of an open container) unless otherwise approved or any illegal drug or controlled substances as set forth in the federal Controlled Substance Act, or activities (including the possession, sale, or use of illegal drugs) on NBFD premises or on NBFD time may result in immediate recommendation of termination to the Mayor. Individuals who refuse to cooperate with the NBFD's Policy in any way May be subject to immediate recommendation for termination to the Mayor.

Applicant Positives—Job applicants who test positive will not be hired by the NBFD.

Employee Positives— **First positive screening:** In the event of an employee testing positive during a random drug screening or reasonable suspicion (outside of a self-referral), said employee will be suspended for 8 shifts or 4 24 hour tours. The employee must also agree to consult with a substance abuse counselor and proceed with treatment as advised. The employee will be subject to random drug screening for 6 (six) months thereafter at a frequency of no more than 1(one) screening per month while, still being subject to the regular random screening pool.

Second failed screening: If an employee tests positive on a random drug screening (outside of a self-referral) for a second time, the employee will immediately, within reason, be admitted to an inpatient substance abuse rehabilitation center or comparable treatment plan as recommended by a substance abuse treatment professional. Upon successful completion of the center's program and a negative screening, the employee will be permitted to return to duty, but may be subject to up to and including termination, loss of rank, pay, seniority (at the Chief's discretion dependent on a case-by-case basis). The employee will be subject to random follow up drug screening for 1(one) year thereafter at a frequency of no more than 1(one) screening per month while still being subject to random screening pool.

Third failed screening: In the event an employee is not terminated after the second failed screening and said employee test positive during a random drug screening for the third time, the employee will be subject to immediate recommendation for termination to the Mayor.

*Time off pertaining to any treatment will be excused, utilizing employee accrued time off, and at the expense of the employee.

Refusal/Failure— Individuals who refuse or fail to submit to required testing will be treated as having received a positive test result.

Tampering and/or Adulteration—Individuals who attempt to alter a drug or alcohol test result or a test sample by means of tampering with, altering, adulterating, substituting, switching, or diluting a specimen will be required to submit to a retest. If the retested sample is also tampered with, adulterated, switched, or diluted, then the test will be reported as a positive test result

Suspensions—Employees involved in a reasonable suspicion drug or alcohol test will be removed from their positions and receive a suspension without pay until the NBFD receives the results of the test(s). If the result is negative, the individual will be reinstated and paid for all time missed during the suspension. Employee will be made whole for lost time and wages. Any assigned ADs that were cancelled due to the false positive test will not count towards the employees AD hours' bank. If the result is a verified positive, the individual will be subject to adverse employment action up to and including termination.

Medical Marijuana— The City acknowledges and accepts the requirements of Section 21a-408 et. seq. of the Connecticut General Statutes. If an employee asserts a legal prescription for medical marijuana in accordance with Section 21a-408 et seq. of the Connecticut General Statutes to a random drug test result, the Medical Review Officer (MRO) will verify that said employee does in fact have a legal prescription and has been issued

a medical marijuana card. The MRO will notify the City's Designated Employer Representative of the documentation presented and that notification will be placed in the employee's medical file and no additional action will be taken. Regardless of the possession of a medical marijuana card, an employee is prohibited from using and/or being impaired during work hours or on NBFD property.

However, where an employee's impairment may prevent the employee from performing the job's essential functions or the employee poses a direct threat to his or her own safety or the safety of others and tests positive for marijuana, the employee will be subject to disciplinary action up to and including termination.

Confidentiality

Drug test results will be maintained in confidence according to privacy protections set forth under federal law and Connecticut law. Drug test information may not be disclosed without the authorization of the employee unless such disclosure is required by federal or state law or through a subpoena, by the terms of a collective bargaining agreement, or by a court of law.

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

Consent

All employees are required to sign the Acknowledgement and Consent form included in this policy as a condition of employment or continued employment.

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 urine sample collection, individual test results and City administrative discussions. The union agrees that no testing, whether random or reasonable suspicion, shall be in any way delayed by the Union's right to inspect and observe. In addition, the Union agrees that it only has the right to inspect and observe and no right to in anyway interfere with drug testing, whether random or reasonable suspicion. The Union may inspect individual test results if the release of this information is authorized by the employee involved.

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 the City's legal obligation and cost arising out of the provisions and/or application of this policy relating to the City's responsibilities for drug testing. The Union shall be held harmless from any claims concerning the City's responsibilities for drug testing. The City is not responsible for the actions of any third party.

Conflict with Other Laws

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

Reservation of Rights

NBFD reserves the right to administer this Policy and interpret the Policy in whole or in part, with or without consideration. In addition, changes to applicable state and federal laws or regulations may require NBFD to modify or supplement the Policy. Any changes to this policy must be mutually agreed upon unless superseded

by state or federal laws, regulations or mandates in which case notice shall be made prior to those changes being implemented.

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 7th day of March 2024

FOR LOCAL 992:


Myles Mason,
President

FOR THE CITY:


Erin E. Stewart
Mayor

Tentative Agreement was ratified by Union Membership on December 29, 2023 and approved by the Common Council on January 10, 2024

APPENDIX A 1-20 - Salary Schedule 7/1/2023 - 6/30/2027

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				

	7/1/2022	7/1/2023	7/1/2024	7/1/2025	7/1/2026
	2.25%	3.00%	2.75%	2.75%	2.75%
Private					
Step A/1	74,142.79	76,367.07	78,467.16	80,625.01	82,842.20
Step 2	75,964.64	78,243.58	80,395.28	82,606.15	84,877.82
Step B/3	77,786.50	80,120.10	82,323.40	84,587.29	86,913.44
Step 4	79,608.36	81,996.61	84,251.52	86,568.43	88,949.07
Step C/5	81,431.30	83,874.24	86,180.78	88,550.75	90,985.90
Step 6	83,203.25	85,699.34	88,056.08	90,477.62	92,965.75
Inspector 1	87,371.06	89,992.19	92,466.98	95,009.82	97,622.59
(upon entering Bureau)					
Inspector 2	97,006.62	99,916.81	102,664.53	105,487.80	108,388.71
(upon certification)					
Lieutenant	97,006.62	99,916.81	102,664.53	105,487.80	108,388.71
Inspector 3	101,171.17	104,206.31	107,071.98	110,016.46	113,041.91
(1 yr after certification)					
Asst. Master Mechanic					
Step 1	81,174.14	83,609.36	85,908.62	88,271.11	90,698.56
Step2	81,985.78	84,445.35	86,767.60	89,153.71	91,605.44
Step 3	82,805.02	85,289.17	87,634.62	90,044.58	92,520.80
Asst. Master Mechanic	101,575.91	104,623.19	107,500.32	110,456.58	113,494.14
Captain	103,117.81	106,211.35	109,132.16	112,133.30	115,216.96
Master Mechanic	107,426.69	110,649.49	113,692.35	116,818.89	120,031.41
Asst. Fire Marshal	108,111.38	111,354.72	114,416.97	117,563.44	120,796.43
Deputy Chief	117,036.20	120,547.29	123,862.34	127,268.55	130,768.44
Deputy Chief Training					
Fire Marshal					



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 2024, contributions can be made to your HSA up to the following:

\$4,150 individual coverage

\$8,300 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.



Lumenos HSA Plan Summary



This summary is a brief outline of the benefits and coverage provided under the Lumenos plan. It is not intended to be a complete list of the benefits of the plan. This summary is for a full year in the Lumenos plan. If you join the plan mid-year or have a qualified change of status, your actual benefit levels may vary.


Additional limitations and exclusions may apply.




In Connecticut, Anthem Blue Cross and Blue Shield is the trade name of Anthem Health Plans, Inc. In New Hampshire Anthem Blue Cross and Blue Shield is the trade name of Anthem Health Plans of New Hampshire, Inc. In Maine, Anthem Blue Cross and Blue Shield is the trade name of Anthem Health Plans of Maine, Inc., Independent licensees of the Blue Cross and Blue Shield Association. ® Registered marks Blue Cross and Blue Shield Association. ® LUMENOS is a registered trademark.

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

NEW BRITAIN CITY OF: Anthem Century Preferred PPO HSA PS CSV NE

 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 (888) 224-4896 to request a copy.

Important Questions	Answers	Why This Matters:
What is the overall deductible?	\$2,000/person or \$4,000/family for In-Network Providers. \$2,000/person or \$4,000/family for Non-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. <u>Preventive Care</u> . Children's eye exam. For more information see below.	This plan covers some items and services even if you haven't yet met the deductible amount. But a <u>copayment</u> or <u>coinsurance</u> may apply. For example, this plan covers certain <u>preventive services</u> without <u>cost-sharing</u> and before you meet your 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/person or \$4,000/family for In-Network Providers. \$4,000/person or \$8,000/family for Non-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 plan, the overall family <u>out-of-pocket limit</u> 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 <u>out-of-pocket limit</u> .
Will you pay less if you use a network provider?	Yes, Century Preferred. See www.anthem.com or call (888) 224-4896 for a list of <u>network providers</u> . Costs may vary by site of service and how the provider bills.	This plan uses a <u>provider network</u> . You will pay less if you use a <u>provider</u> in the plan's <u>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 charge</u> and what your plan pays (<u>balance billing</u>). Be aware, your <u>network provider</u> might use an <u>out-of-network provider</u> for some services (such as lab work). Check with your <u>provider</u> before you get services.
Do you need a referral to see a specialist?	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)	Non-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>	Virtual visits (Telehealth) benefits available.
	Specialist visit	0% <u>coinsurance</u>	20% <u>coinsurance</u>	Virtual visits (Telehealth) benefits available.
	Preventive care/ <u>screening</u> / immunization	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 <u>plan</u> will pay for.
If you have a test	Diagnostic test (x-ray, blood work)	0% <u>coinsurance</u>	20% <u>coinsurance</u>	-----none-----
	Imaging (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/	Tier 1 - Typically Generic	\$0/prescription (retail and home delivery)	20% <u>coinsurance</u> (retail) and Not covered (home delivery)	For more information, refer to "National Drug List" at http://www.anthem.com/pharmacyinformation/ *See Prescription Drug section
	Tier 2 - Typically Preferred Brand	\$0/prescription (retail and home delivery)	20% <u>coinsurance</u> (retail) and Not covered (home delivery)	
	Tier 3 - Typically Non-Preferred Brand and Generic drugs	\$0/prescription (retail and home delivery)	20% <u>coinsurance</u> (retail) and Not covered (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	Emergency room care	0% <u>coinsurance</u>	Covered as In-Network	-----none-----
	Emergency medical transportation	0% <u>coinsurance</u>	Covered as In-Network	-----none-----
	Urgent care	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>	100 days/benefit period for Inpatient rehabilitation.
	Physician/surgeon fees	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/eocdps/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)	Non-Network Provider (You will pay the most)	
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 Virtual visits (Telehealth) benefits available. Other Outpatient -----none----- -----none-----
	Inpatient services	0% coinsurance	20% coinsurance	-----none-----
	Office visits	No charge	20% coinsurance	Cost sharing does not apply for preventive services. Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound).
If you are pregnant	Childbirth/delivery professional services	0% coinsurance	20% coinsurance	
	Childbirth/delivery facility services	0% coinsurance	20% coinsurance	
	Home health care	0% coinsurance	20% coinsurance	200 visits/benefit period.
	Rehabilitation services	0% coinsurance	20% coinsurance	*See Therapy Services section.
	Habilitation services	0% coinsurance	20% coinsurance	120 days/benefit period for skilled nursing services.
If you need help recovering or have other special health needs	Skilled nursing care	0% coinsurance	20% coinsurance	*See Durable Medical Equipment Section
	Durable medical equipment	0% coinsurance	20% coinsurance	-----none-----
	Hospice services	0% coinsurance	20% coinsurance	
	Children's eye exam	No charge	20% coinsurance	*See Vision Services section
	Children's glasses	Not covered	Not covered	-----none-----
If your child needs dental or eye care	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.)	
<ul style="list-style-type: none"> • Cosmetic surgery • Dental Check-up • Routine foot care unless you have been diagnosed with diabetes 	<ul style="list-style-type: none"> • Dental care (Pediatric) • Long-term care

Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.)	
<ul style="list-style-type: none"> • Acupuncture • Hearing aids 1 item(s)/ear every 2 benefit periods 	<ul style="list-style-type: none"> • Bariatric surgery • Infertility treatment • Routine eye care (Adult) 1 exam/benefit period • Chiropractic care 50 visits/benefit period combined with all other therapies • Most coverage provided outside the United States. See www.bcbstglobalcare.com

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

- Private-duty nursing \$15,000 maximum/benefit period in a Home Setting only

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: Connecticut Department of Insurance, 153 Market Street, 7th Floor, Hartford, CT 06103, (860) 297-3000, (800) 203-3447, Department of Labor, Employee Benefits Security Administration, (866) 444-EBSA (3272), www.dol.gov/ebsa/healthreform, or contact Anthem at the number on the back of your ID card. Other coverage options may be available to you, too, including buying individual insurance coverage through the [Health Insurance Marketplace](#). For more information about the [Marketplace](#), visit www.HealthCare.gov or call 1-800-318-2596.

Your Grievance and Appeals Rights: There are agencies that can help if you have a complaint against your [plan](#) for a denial of a [claim](#). This complaint is called a [grievance](#) or [appeal](#). For more information about your rights, look at the explanation of benefits you will receive for that medical [claim](#). Your [plan](#) documents also provide complete information on how to submit a [claim](#), [appeal](#), or a [grievance](#) for any reason to your [plan](#). For more information about your rights, this notice, or assistance, contact:

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

Department of Labor, Employee Benefits Security Administration, (866) 444-EBSA (3272), www.dol.gov/ebsa/healthreform

Connecticut Office of Healthcare Advocate, P.O. Box 1543, Hartford, CT 06144, (866) 466-4446, www.ct.gov/oha, healthcare.advocate@ct.gov

Does this plan provide Minimum Essential Coverage? Yes/No

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

Does this plan meet the Minimum Value Standards? Yes/No

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	\$12,700
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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	\$5,600
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In this example, Joe would pay:

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

Mia's Simple Fracture

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

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

This EXAMPLE event includes services like:

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

Total Example Cost	\$2,800
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In this example, Mia would pay:

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

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

Language Access Services:

(TTY/TDD: 711)

Albanian (Shqip): Nëse keni pyetje në lidhje me këtë dokument, keni të drejtë të merrni falas ndihmë dhe informacion në gjuhën tuaj. Për të kontaktuar me një përkthyes, telefononi (888) 224-4896

Amharic (አማርኛ): ስለዚህ ሰነድ መንፈውም ጥያቄ ካለዎት በራስዎ ቋንቋ እርዳታ እና ይህን መረጃ በነጻ የማግኘት መብት አለዎት። አስተርጓሚ ለማናገር (888) 222-4896 ይደውሉ።

(العربية): إذا كان لديك أي استفسارات بشأن هذا المستند، فيرجى لك الحصول على المساعدة والمعلومات بلغتك دون مقابل. للتحدث إلى مترجم، اتصل على 224-4896 (888).

Armenian (հայերեն). Եթե այս փաստաթղթի հետ կապված հարցեր ունեք անկճար ստանալ օգնություն կ տեղեկատվություն ձեր լեզվով: Թարգմանչի հետ խոսելու համար զանգահարեք հետևյալ հեռախոսահամարով՝ (888) 224-4896:

Bassa (Bàsɔ̀ wùdù): M̐ dyi dyi-diè-dè b̐ b̐édé bá c̐é-d̐ n̐à k̐ dyi ní, ɔ̀ m̐ n̐i dyi-b̐éd̐in-d̐é b̐é m̐ k̐é gbo-kpá-kpá k̐ b̐ k̐p̐ó d̐é m̐ b̐íá-l̐-wùd̐ù m̐ b̐ó pídyi. B̐é m̐ k̐é wudu-z̐in-n̐yò d̐ò gbo wùd̐ù k̐, d̐á (888) 224-4896.

Bengali (বাংলা): যদি এই নথিপত্রের বিষয়ে আপনার কোনো প্রশ্ন থাকে, তাহলে আপনার ভাষায় বিনামূল্যে সাহায্য পাওয়ার অধিকার আপনার আছে।
 একজন দোস্তার সাথে কথা বলার জন্য (৪৪৪) ২২৪-৪৪৯৬
 -তে কল করুন।

Burmese (မြန်မာ): ဤစာရွက်စာတမ်းနှင့် ပတ်သက်၍ သင့်တွင် မေးမြန်းလိုသည်များရှိပါက အချက်အလက်များနှင့် အကူအညီကို အခမဲ့ ကြေးငွေ ပေးစရာမလိုပဲ သင့်ဘာသာစကားဖြင့် ရယူနိုင်ခွင့် သင့်တွင် ရှိပါသည်။ စကားပြန် တစ်စီးနှင့် စကားပြောနိုင်ရန် ဇ (888) 224-4896 သို့ ခေါ်ဆိုပါ။

Chinese (中文): 如果您對本文件有任何疑問，您有權使用您的語言免費獲得協助和資訊。如需與譯員通話，請致電 (888) 224-4896。

Dinka (Dinka): Na naŋ thiēc nē ke de yā thoŋ, ke yin naŋ loŋ bē yi kuony ku wər alēu bē gər yic yin ne thoŋ du ke cin wēu tǎuē ke piny. Te kor yin ba jam wēnē ran ve thoŋ geric, ke yin cōl (888) 224-4896.

Dutch (Nederlands): Bij vragen over dit document hebt u recht op hulp en informatie in uw taal zonder bijkomende kosten. Als u een tolk wilt spreken, belt u (888) 224-4896.

هزینه ای به زبان مادریتان دریافته کنید. برای گفتگو با یک مترجم شاهی، با شماره 224-4896 (888) تماس بگیرید.

Language Access Services:

French (Français): Si vous avez des questions sur ce document, vous avez la possibilité d'accéder gratuitement à ces informations et à une aide dans votre langue. Pour parler à un interprète, appelez le (888) 224-4896.

German (Deutsch): Wenn Sie Fragen zu diesem Dokument haben, haben Sie Anspruch auf kostenfreie Hilfe und Information in Ihrer Sprache. Um mit einem Dolmetscher zu sprechen, bitte wählen Sie (888) 224-4896.

Greek (Ελληνικά): Αν έχετε τυχόν απορίες σχετικά με το παρόν έγγραφο, έχετε το δικαίωμα να λάβετε βοήθεια και πληροφορίες στη γλώσσα σας δωρεάν. Για να μιλήσετε με κάποιον διερμηνέα, τηλεφωνήστε στο (888) 224-4896.

Gujarati (ગુજરાતી): જો આ દસ્તાવેજ અંગે આપને કોઈપણ પ્રશ્નો હોય તો, કોઈપણ ખર્ચ વગર આપની ભાષામાં મદદ અને માહિતી મેળવવાનો તમને અધિકાર છે. કુભાષિયા સાથે વાત કરવા માટે, કોલ કરો (888) 224-4896.

Haitian Creole (Kreyòl Ayisyen): Si ou gen nenpòt kesyon sou dokiman sa a, ou gen dwa pou jwenn èd ak enfòmasyon nan lang ou gratis. Pou pale ak yon entèprèt, rele (888) 224-4896.

Hindi (हिंदी): अगर आपके पास इस दस्तावेज़ के बारे में कोई प्रश्न हैं, तो आपको निःशुल्क अपनी भाषा में मदद और जानकारी प्राप्त करने का अधिकार है। दुभाषिये से बात करने के लिए, कॉल करें (888) 224-4896 ।

Hmong (White Hmong): Yog tias koj muaj lus nug dab tsi ntsig txog daim ntawv no, koj muaj cai tau txais kev pab thiab lus qhia hais ua koj hom lus yam tsim xam tus nqi. Txhawm rau tham nrog tus neeg txhais lus, hu xov tooj rau (888) 224-4896.

Igbo (Igbo): O bụrụ na ị nwere ajụjụ ọ bụla gbasara akwụkwọ a, ị nwere ikike inweta enyemaka na ozi n'asụsụ gị na akwụghị ụgwọ ọ bụla. Ka gị na ọkọwa okwu kwuo okwu, kpọọ (888) 224-4896.

Ilokano (Ilokano): Nu addaan ka iti aniaman a saludsod panggep iti daytoy a dokumento, adda karbengam a makaala ti tulong ken impormasyon babaen ti lengwahem nga awan ti bayad na. Tapno makatungtong ti maysa nga tagipatarus, awagan ti (888) 224-4896.

Indonesian (Bahasa Indonesia): Jika Anda memiliki pertanyaan mengenai dokumen ini, Anda memiliki hak untuk mendapatkan bantuan dan informasi dalam bahasa Anda tanpa biaya. Untuk berbicara dengan interpreter kami, hubungi (888) 224-4896.

Italian (Italiano): In caso di eventuali domande sul presente documento, ha il diritto di ricevere assistenza e informazioni nella sua lingua senza alcun costo aggiuntivo. Per parlare con un interprete, chiami il numero (888) 224-4896

Japanese (日本語): この文書についてなにかご不明な点があれば、あなたにはあなたの言語で無料で支援を受け情報を得る権利があります。通訳と話すには、(888) 224-4896 にお電話ください。

Language Access Services:

Khmer (ខ្មែរ): បើអ្នកមានសំណួរផ្សេងទៀតអំពីឯកសារនេះ អ្នកមានសិទ្ធិទទួលជំនួយនិងព័ត៌មានជាភាសារបស់អ្នកដោយឥតគិតថ្លៃ។
ដើម្បីជ្រើសរើសភាសាអ្នកបកប្រែ សូមចុច(888) 224-4896 ។

Kirundi (Kirundi): Ugize ikibazo icyo arico cose kuri iyi nyandiko, ufise uburenganzira bwo kuronka ubufasha mu rurimi rwawe ata giciro. Kugira uvugishe umusemuzi, akura (888) 224-4896.

Korean (한국어): 본 문서에 대해 어떠한 문의사항이라도 있을 경우, 귀하에게는 귀하가 사용하는 언어로 무료 도움 및 정보를 얻을 권리가 있습니다. 통역사와 이야기하려면(888) 224-4896 로 문의하십시오.

Lao (ພາສາລາວ): ຖ້າທ່ານມີຄຳຖາມໃດໆກ່ຽວກັບເອກະສານນີ້, ທ່ານມີສິດໄດ້ຮັບຄວາມຊ່ວຍເຫຼືອ ແລະ ຂໍ້ມູນເປັນພາສາຂອງທ່ານໂດຍບໍ່ເສຍຄ່າ.
ເພື່ອໄດ້ຮັບມື້ກັບວ່າມເປັນພາສາ, ໃຫ້ໃບຫາ (888) 224-4896.

Navajo (Diné): Dii naaltsoos bika'ígíí łahgo bina'ídiikidgo ná bohónéedzá dóó bee ahóót'í t'áá ni nizaad k'ehj bee nǫ́ hodoonih t'áadoo bááh ílínígóó.
Ata' halne'ígíí ká' bich'í' hadeesdzih nínízingo koj' hodiilínih (888) 224-4896.

Nepali (नेपाली): यदि यो कागजातबारे तपाईंसँग केही प्रश्नहरू छन् भने, आफ्नै भाषामा निःशुल्क सहयोग तथा जानकारी प्राप्त गर्न पाउने हक तपाईंसँग छ।
दोभाषेसँग कुरा गर्नका लागि, यहाँ कल गर्नुहोस् (888) 224-4896

Oromo (Oromifaa): Sanadi kanaa wajjin walqabaate gaffi kamiyyu yoo qabduu tanaan, Gargaarsa argachuu fi odeeffanoo afaan ketiin kaffaltii alla argachuuf miirgaa qabdaa. Turjumaana dubaachuuf, (888) 224-4896 bilbilla.

Pennsylvania Dutch (Deutsch): Wann du Frooge iwwer selle Document hoscht, du hoscht die Recht um Helfe un Information zu gruege in dei Schprooch mitaus Koscht. Um mit en Iwwersetze zu schwetze, ruff (888) 224-4896 aa.

Polish (polski): W przypadku jakichkolwiek pytań związanych z niniejszym dokumentem masz prawo do bezpłatnego uzyskania pomocy oraz informacji w swoim języku. Aby porozmawiać z tłumaczem, zadzwoń pod numer (888) 224-4896.

Portuguese (Português): Se tiver quaisquer dúvidas acerca deste documento, tem o direito de solicitar ajuda e informações no seu idioma, sem qualquer custo. Para falar com um intérprete, ligue para (888) 224-4896.

Punjabi (ਪੰਜਾਬੀ): ਜੇ ਤੁਹਾਡੇ ਇਸ ਦਸਤਾਵੇਜ਼ ਬਾਰੇ ਕੋਈ ਸਵਾਲ ਹੁੰਦੇ ਹਨ ਤਾਂ ਤੁਹਾਡੇ ਕੋਲ ਮੁਫਤ ਵਿੱਚ ਆਪਣੀ ਭਾਸ਼ਾ ਵਿੱਚ ਮਦਦ ਅਤੇ ਜਾਣਕਾਰੀ ਪ੍ਰਾਪਤ ਕਰਨ ਦਾ ਅਧਿਕਾਰ ਹੁੰਦਾ ਹੈ। ਇੱਕ ਦੁਬਾਰੀਏ ਨਾਲ ਗੱਲ ਕਰਨ ਲਈ(888) 224-4896 ਤੇ ਕਾਲ ਕਰੋ।

Language Access Services:

Romanian (Română): Dacă aveți întrebări referitoare la acest document, aveți dreptul să primiți ajutor și informații în limba dumneavoastră în mod gratuit. Pentru a vă adresa unui interpret, contactați telefonic (888) 224-4896.

Russian (Русский): если у вас есть какие-либо вопросы в отношении данного документа, вы имеете право на бесплатное получение помощи и информации на вашем языке. Чтобы связаться с устным переводчиком, позвоните по тел. (888) 224-4896.

Samoan (Samoa): Afai e iai ni ou fesili e uiga i lenei tusi, e iai lou 'aia e maua se fesoasoani ma faamatalaga i lou lava gagana e aunoa ma se totogi. Ina ia talanoa i se tagata faaliliu, vili (888) 224-4896.

Serbian (Srpski): Ukoliko imate bilo kakvih pitanja u vezi sa ovim dokumentom, imate pravo da dobijete pomoć i informacije na vašem jeziku bez ikakvih troškova. Za razgovor sa prevodiocem, pozovite (888) 224-4896.

Spanish (Español): Si tiene preguntas acerca de este documento, tiene derecho a recibir ayuda e información en su idioma, sin costos. Para hablar con un intérprete, llame al (888) 224-4896.

Tagalog (Tagalog): Kung mayroon kang anumang katanungan tungkol sa dokumentong ito, may karapatan kang humingi ng tulong at impormasyon sa iyong wika nang walang bayad. Makipag-usap sa isang tagapagpalibanag, tawagan ang (888) 224-4896.

Thai (ไทย): หากท่านมีคำถามใดๆ เกี่ยวกับเอกสารฉบับนี้ ท่านมีสิทธิ์ที่จะได้รับความช่วยเหลือและข้อมูลในภาษาของท่านโดยไม่ค่าใช้จ่าย โดยโทร (888) 224-4896 เพื่อพูดคุยกับล่าม

Ukrainian (Українська): якщо у вас виникають запитання з приводу цього документа, ви маєте право безкоштовно отримати допомогу й інформацію вашою рідною мовою. Щоб отримати послуги перекладача, зателефонуйте за номером (888) 224-4896.

Urdu (اردو): اگر اس دستاویز کے بارے میں آپ کا کوئی سوال ہے، تو آپ کو منہ اور اپنی زبان میں مفت معلومات حاصل کرنے کا حق حاصل ہے۔ کسی مترجم سے بات کرنے کے لئے، (888) 224-4896 پر کال کریں۔

Vietnamese (Tiếng Việt): Nếu quý vị có bất kỳ thắc mắc nào về tài liệu này, quý vị có quyền nhận sự trợ giúp và thông tin bằng ngôn ngữ của quý vị hoàn toàn miễn phí. Để trao đổi với một thông dịch viên, hãy gọi (888) 224-4896.

Yiddish (אידיש): אױב איר האט שאלות וועגן דעם דאקומענט, האט איר די רעכט צו באקומען דעם דאקומענט אין איר שפראך פארין צו פארשטאנדן און אירע שאלות. (888) 224-4896 פאר איבערנעמען, טעלעפאן.

Yoruba (Yorùbá): Tí o bá ní èyíkéyí ibèrè nípà àkòsílẹ̀ yì, o ní ètọ́ láti gbà ìrànwọ́ àti ìwífún mí èdè rẹ lófèfẹ́. Bá wá ògbùfọ́ kan sọrọ̀, pe (888) 224-4896.

Language Access Services:

It's important we treat you fairly

That's why we follow federal civil rights laws in our health programs and activities. We don't discriminate, exclude people, or treat them differently on the basis of race, color, national origin, sex, age or disability. For people with disabilities, we offer free aids and services. For people whose primary language isn't English, we offer free language assistance services through interpreters and other written languages. Interested in these services? Call the Member Services number on your ID card for help (TTY/TDD: 711). If you think we failed to offer these services or discriminated based on race, color, national origin, age, disability, or sex, you can file a complaint, also known as a grievance. You can file a complaint with our Compliance Coordinator in writing to Compliance Coordinator, P.O. Box 27401, Mail Drop VA2002-N160, Richmond, VA 23279. Or you can file a complaint with the U.S. Department of Health and Human Services, Office for Civil Rights at 200 Independence Avenue, SW; Room 509F, HHH Building, Washington, D.C. 20201 or by calling 1-800-368-1019 (TDD: 1-800-537-7697) or online at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>. Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>

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.

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

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.

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.

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 Serv

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 qu

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:

- 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.



Lumenos HRA Plan Summary

This summary is a brief outline of the benefits and coverage provided under the Lumenos plan. It is not intended to be a complete list of the benefits of the plan. This summary is for a full year in the Lumenos plan. If you join the plan mid-year or have a qualified change of status, your actual benefit levels may vary.

Additional limitations and exclusions may apply.



In Connecticut, Anthem Blue Cross and Blue Shield is the trade name of Anthem Health Plans, Inc. In New Hampshire Anthem Blue Cross and Blue Shield is the trade name of Anthem Health Plans of New Hampshire, Inc. In Maine, Anthem Blue Cross and Blue Shield is the trade name of Anthem Health Plans of Maine, Inc., Independent licensees of the Blue Cross and Blue Shield Association. ® Registered marks Blue Cross and Blue Shield Association. ® LUMENOS is a registered trademark.

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

FLEX DENTAL PLAN #7

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 Periodic evaluations X-rays Cleanings, twice a year Fluoride treatment to age 19 Space maintainers to age 19 Emergency palliative treatment 	No Charge
BASIC SERVICES <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 	50%, after deductible
MAJOR SERVICES <ul style="list-style-type: none"> Periodontics Crowns Inlays Onlays Prosthodontics including but not limited to bridgework, partial and full dentures Post and core 	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 547, North Haven CT 06473.

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 PPO plus Premier™
Supervisors – Buy Up Option
1001 Active / 1002 COBRA

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

Calendar Year Deductible

- Per Person

\$0

Plan Pays:

Preventive & Diagnostic	100%
Fluoride Treatments (<i>twice in a 12 month period for persons 18 and under</i>)	100%
Fillings (<i>composite fillings on all teeth, posterior and anterior</i>)	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

Carryover Carryover MaxSM from Delta Dental allows you to increase your benefits.

This valuable benefit feature allows you to carry over a portion of your unused standard annual maximum benefit limit into the next year, and beyond. You can accumulate part of your unused benefit dollars from a healthy year and use it for services such as bridges, crowns, and root canals.

Carryover MaxSM is easy and automatic.

- To qualify for Carryover MaxSM, you must receive at least one cleaning or one oral exam during the plan year. If you don't receive a cleaning or exam, you won't be eligible to carry over any of your benefit dollars to the following year. If you fail to do so, any accumulated carryover will be lost.
- A covered person is eligible for the Carryover MaxSM benefit if less than half of the standard annual maximum is used in the prior benefit year.
- Carryover MaxSM allows you to carry over up to 25% of the unused portion of your standard annual maximum up to a maximum of \$500. For example, if your standard annual maximum is \$1,000, and you use \$200, you can carry over \$200 (\$800 x 25% = \$200)
- The accumulated amount can never exceed your standard annual maximum.
- Standard annual maximum dollars are used first. Carryover MaxSM dollars are used after the standard annual maximum is met.

Over 300,000 participating dental offices nationwide participate with the national Delta Dental system, although you may choose any fully licensed dentist to render necessary services. Participating dentists will be paid directly by Delta Dental to the extent that services are covered by the contract. Non-participating dentists will bill the patient directly, and Delta Dental will make payment directly to the member. Maximum benefit may be derived by utilizing the services of a participating dentist.

Where the eligible patient is treated by a Delta Dental PPOSM dentist, the fee for the covered service(s) will not exceed the Delta Dental PPO maximum allowable charge(s). Where the eligible patient is treated by a Delta Dental Premier® dentist who does not participate in Delta Dental PPO or by a Participating Specialist, the dentist has agreed not to charge eligible patients more than the dentist's filed fee or Delta Dental's established maximum plan allowance, and Delta Dental will pay such dentists based on the least of the actual fee, the filed fee, or Delta Dental's established maximum plan allowance for the procedure(s). Claims for services provided by dentists who are neither Delta Dental Premier, Delta Dental PPO dentists, or Participating Specialists are paid based on the lesser of the dentist's actual charge or the prevailing fee. Members utilizing non-participating dentists may be billed for the difference between the dentist's charge and Delta Dental's allowable charge. Visit www.deltadentalct.com for a directory of participating dentists.

During your FIRST appointment, tell your dentist that you are covered under this program. Give him/her your Group's name, its Delta Dental Group Number and your Member ID number. If you have any questions regarding your benefits, you may contact our Customer Service Department Monday through Thursday, 8:00 a.m. to 6:30 p.m. EST and Friday, 8:00 a.m. to 5:00 p.m. EST, 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.



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 Treatments (twice in a 12 month period for persons 18 and under)	100%
X-rays	100%
Emergency Treatment	100%
Simple Extractions (#7140)	100%

Calendar Year Annual Maximum

\$750

Dependent children are covered to age 25

Carryover *Carryover MaxSM* from Delta Dental allows you to increase your benefits.

This valuable benefit feature allows you to carry over a portion of your unused standard annual maximum benefit limit into the next year, and beyond. You can accumulate part of your unused benefit dollars from a healthy year and use it for services such as bridges, crowns, and root canals.

Carryover MaxSM is easy and automatic.

- To qualify for *Carryover MaxSM*, you must receive at least one cleaning or one oral exam during the plan year. If you don't receive a cleaning or exam, you won't be eligible to carry over any of your benefit dollars to the following year. If you fail to do so, any accumulated carryover will be lost.
- A covered person is eligible for the *Carryover MaxSM* benefit if less than half of the standard annual maximum is used in the prior benefit year.
- Carryover MaxSM allows you to carry over up to 25% of the unused portion of your standard annual maximum up to a maximum of \$500. For example, if your standard annual maximum is \$1,000, and you use \$200, you can carry over \$200 (\$800 x 25% = \$200)
- The accumulated amount can never exceed your standard annual maximum.
- Standard annual maximum dollars are used first. Carryover MaxSM dollars are used after the standard annual maximum is met.

Over 300,000 participating dental offices nationwide participate with the national Delta Dental system, although you may choose any fully licensed dentist to render necessary services. Participating dentists will be paid directly by Delta Dental to the extent that services are covered by the contract. Non-participating dentists will bill the patient directly, and Delta Dental will make payment directly to the member. Maximum benefit may be derived by utilizing the services of a participating dentist.

Where the eligible patient is treated by a Delta Dental PPOSM dentist, the fee for the covered service(s) will not exceed the Delta Dental PPO maximum allowable charge(s). Where the eligible patient is treated by a Delta Dental Premier® dentist who does not participate in Delta Dental PPO or by a Participating Specialist, the dentist has agreed not to charge eligible patients more than the dentist's filed fee or Delta Dental's established maximum plan allowance, and Delta Dental will pay such dentists based on the least of the actual fee, the filed fee, or Delta Dental's established maximum plan allowance for the procedure(s). Claims for services provided by dentists who are neither Delta Dental Premier, Delta Dental PPO dentists, or Participating Specialists are paid based on the lesser of the dentist's actual charge or the prevailing fee. Members utilizing non-participating dentists may be billed for the difference between the dentist's charge and Delta Dental's allowable charge. Visit www.deltadentalct.com for a directory of participating dentists.

During your FIRST appointment, tell your dentist that you are covered under this program. Give him/her your Group's name, its Delta Dental Group Number and your Member ID number. If you have any questions regarding your benefits, you may contact our Customer Service Department Monday through Thursday, 8:00 a.m. to 6:30 p.m. EST and Friday, 8:00 a.m. to 5:00 p.m. EST, 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.

2024

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 <i>(instead of contact lenses)</i>			
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 <i>(instead of eyeglass lenses)</i>			
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 <i>(no additional discount)</i> 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.	<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 	\$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 	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 	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

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 <i>You pay:</i>		Out-of-Network <i>You pay:</i>
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
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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.

IAFF MERP MEDICAL EXPENSE REIMBURSEMENT PLAN

<http://www.iaffmerp.org/>

Plan Document: <https://iaffmerp.org/wp-content/uploads/2023/08/IAFF-Medical-Expense-Reimbursement-Plan.pdf>

SPD: <https://iaffmerp.org/wp-content/uploads/2023/08/IAFF-MERP-Summary-Plan-Description-restated-8.1.2023.pdf>