

**COLLECTIVE BARGAINING  
AGREEMENT**

between

**THE CITY OF NORWICH**

and

**LOCAL 892, INTERNATIONAL  
ASSOCIATION OF FIRE FIGHTERS**

July 1, 2016 - June 30, 2019

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## PREAMBLE

THIS CONTRACT, entered into by and between the CITY OF NORWICH, hereinafter called the "CITY" and LOCAL 892, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, hereinafter called the "UNION", is designed to maintain and promote a harmonious relationship between the City and its employees in the Norwich Fire Department who are within the provisions of this Contract, in order that more efficient and progressive public service may be rendered.

## ARTICLE 1 – RECOGNITION

The City hereby recognizes the Union as the exclusive representative and bargaining agent for the bargaining unit, consisting of all paid Fire Department personnel, uniformed and investigative, within the City of Norwich, except that of the Chief.

## ARTICLE 2 – UNION MEMBERSHIP REQUIREMENTS

Section 1. Employees who are members of the Union as of July 1, 1966, or who later become members will, as a condition of employment, be required to maintain their membership for the duration of this Contract.

Section 2. Employees hired after July 1, 1966, will be required as a condition of employment to join the Union after three hundred ninety-five (395) days from their date of employment.

Section 3. Notwithstanding any other provision of this Article, the City and the Union agree that as a condition of employment all employees covered by this Agreement shall pay to the Union required initiation fees and either an "Agency Service Fee" or "Dues" on a weekly basis, the amount thereof to be set by the Union from time to time, in order to aid the Union in defraying costs in connection with its obligations and responsibilities as bargaining agent for said employees.

Section 4. If the Union refuses to accept a member or refused to continue the membership of any employee for any reason other than the failure to pay or tender payment of uniformly required initiation fees and periodic dues, the employee shall be exempt from the provisions of Section 1 and Section 2 above and Section 5 below. It shall be the responsibility of the Union to solicit the membership of employees who are required to join the Union under Section 2.

**Section 5.** Should an employee fail or refuse to join the Union or maintain membership therein as herein before provided, the Union may require the City to discharge such employee. The request shall be submitted in writing to the Fire Chief. Two (2) weeks from the date of receipt of the request, unless the City has notified the Union that the matter is in dispute, the employee will be discharged, provided that if during the two (2) week period the employee complies with the Union membership provision of this Article, the City will not be obliged to discharge the employee.

**Section 6.** The Union agrees to defend, indemnify and save the City harmless against any and all claims, demands, suits, or other forms of liabilities that shall arise out of or by reason of action taken or not taken by the City for the purpose of complying with any of the provisions of this Article.

### ARTICLE 3 – PAYROLL DEDUCTIONS OF UNION DUES

**Section 1.** The City shall deduct union dues or agency fee each pay period from the earned wages of each employee in such amount as determined by the Union, provided that no such deduction shall be made from any employee's wages except when authorized by him/her on an appropriate form, a copy of which shall be submitted to the City. Such authorization shall be continued thereafter if a contract exists between the City and the Union.

**Section 2.** The Union agrees to defend, indemnify and save the City harmless against any and all claims, demands, suits or other forms of liabilities that shall arise out of or by reason of action taken or not taken by the City for the purpose of complying with any of the provisions of this Article.

### ARTICLE 4 – COPIES OF CONTRACT

The City shall post a fully executed contract online at [www.norwichct.org/hr](http://www.norwichct.org/hr) for each present employee, and will present to each new employee when he/she is hired, a copy of this Agreement.

### ARTICLE 5 – BULLETIN BOARDS

The City shall permit the use of all bulletin boards, located in the respective Fire Stations, by the Union for the posting of notices concerning Union business and activities.

## ARTICLE 6 – GRIEVANCE AND ARBITRATION PROCEDURE

**Section 1.** No employee with permanent status shall be removed, dismissed, discharged, suspended, fined, reduced in rank, or disciplined in any other manner except for just cause. The Chief of Department or designee may temporarily remove from duty with no loss of pay, any personnel who are in conflict with one another or grossly insubordinate pending investigation of the allegations. Should any employee or group of employees feel aggrieved because they feel that disciplinary action was taken without just cause, or should an employee or group of employees feel aggrieved concerning wages, hours, or a condition as controlled by this Contract or by any statute, charter provision, ordinance, rule, regulation, or policy which is not in conflict with this Agreement, or should any employee or group of employees feel aggrieved concerning any matter affecting his/her or their health or safety, adjustment shall be sought as follows:

**STEP 1.** The Union shall submit such grievance in writing to the Fire Chief within ten (10) business days of the event giving rise to the complaint. The written grievance should contain a complete statement of the facts, the provision(s) of this Contract or work rules which the City is alleged to have violated and the relief requested. The Fire Chief shall hold a meeting with the Grievance Committee of the Union within ten (10) business days of the receipt of such grievance. The Fire Chief shall give his/her written response to the Union within ten (10) business days of this meeting.

**STEP 2.** In the event that the Union is dissatisfied with the action of the Fire Chief, it may within ten (10) business days after notice of the decision of the Fire Chief, present such grievance in writing to the Human Resources Director. Within ten (10) business days after said Human Resources Director received such grievance, the Human Resources Director shall fix a date for a meeting with the Union's Grievance Committee for the purpose of attempting to resolve such grievance. Within ten (10) business days after such meeting, the Human Resources Director shall render a written decision on such grievance.

**STEP 3.** If such grievance is not resolved to the satisfaction of the Union by the Human Resources Director, the Union may, within ten (10) business days thereafter, submit the grievance to arbitration by the Connecticut State Board of Mediation and Arbitration. Said Board shall hear and act on such grievance in accordance with its rules and render a decision which shall be final and binding on all parties.

**Section 2.** Any time limit specified in this Article except for the initial filing of a grievance may be extended by mutual agreement of Local 892 and the City, provided that if a grievance is not submitted by

Local 892 to a higher step in the above procedure, it shall be deemed settled on the basis of the answer in the last step considered.

Section 3. It is expressly understood that all employees who believe they are aggrieved shall file a grievance as specified above. It is further expressly understood that the City will entertain no grievance which is not filed as outlined above.

## ARTICLE 7 – UNION BUSINESS LEAVE

Section 1. The 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.

Section 2. The three (3) 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 when such meetings take place at a time which such members are scheduled to be on duty.

Section 3. Such officers and members of the Union, as may be designated by the Union, not to exceed three (3) employees at any one (1) time, shall be granted leave from duty with full pay for Union business such as attending Union conferences, provided that the total leave for the purpose set forth in this Section shall not exceed twenty (20) days in any calendar year.

## ARTICLE 8 – HOLIDAYS

Section 1. In each calendar year, each full-time employee of the Norwich Fire Department shall receive a compensatory day off for each of the following twelve (12) legal holidays: New Year's Day, Dr. Martin Luther King, Jr. Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Day After Thanksgiving and Christmas Day. In each such calendar year, each employee of fire operations (Battalion Chiefs, Captains, Lieutenants, and Fire Fighters), at his/her option may receive one (1) day of holiday pay in lieu of such compensatory day off for such a legal holiday up to a maximum of twelve (12) such holidays per calendar year.

- A. The Fire Inspectors shall observe the same holiday schedule as presently provided the Fire Department Administration, but must be on standby and available to work in case of an emergency. The Fire Marshal's Office will be granted 12 personal days per year to be divided equally among employees who are currently working in that division. Personal days will be

credited on July 1<sup>st</sup>, cannot be cashed in, need to be used by June 30<sup>th</sup> of the following year or forfeited, and must be used in 7 hour increments.

Section 2. Each day of holiday pay for each employee, excluding the Director of Training and Safety, Fire Inspectors and the Fire Captain in the Fire Marshal's office, shall be computed by multiplying his/her regular hourly rate of pay by twelve (12) hours. Any employee who wishes to receive holiday pay in lieu of a compensatory day or compensatory days off, shall notify the Chief of the Fire Department in writing, and subject to the limitations provided for in Section 1 of this Article, he/she shall receive such holiday pay on the next pay date following the pay date in which notification is received.

Section 3. Compensatory days off for holidays may be taken in advance of the date on which they are earned, except that an employee may not receive more compensatory days off in any calendar year than there are legal holidays in such calendar year. In the event that an employee has received advance compensatory days off which he/she had not earned at the time of his/her separation from the Fire Department, an amount equal to an employee's regular hourly rate of pay, multiplied by twelve (12) hours for each unearned advance compensatory day off shall be deducted from his/her last week's salary at the time of the his/her separation from the Fire Department. Compensatory days off shall be used by each employee at the employee's convenience by notifying the Chief in writing at least three (3) days in advance of the date or dates on which such compensatory days off are to be taken, except that in the case of emergency, the Chief or his/her designated representative may accept notice which is not in writing and he/she may accept notice of less than three (3) days. No more than four (4) employees shall be granted a compensatory day off on any shift. The Chief shall administer compensatory days off so that every employee shall have an equal opportunity to receive the compensatory days off of his/her choice, subject to the limitations herein set forth.

Section 4. No compensatory day off shall be granted for December 24<sup>th</sup> or December 25<sup>th</sup> of any year.

## ARTICLE 9 – WORKWEEK

Section 1. The workweek of all employees who regularly perform fire-fighting duties shall be an average of not more than forty-two (42) hours, computed over a period of one (1) calendar year. Effective 1/1/2014 or sooner, said workweek shall be based on a schedule of four (4) platoons working a 10 hour tour immediately followed by a 14 hour tour or until properly relieved which shall be followed by 72 consecutive hours off.

Section 2. The workweek for all employees who are not covered in Section 1 of this Article, shall be thirty-five (35) hours, Monday through Friday, 8:00 a.m. to 4:00 p.m., inclusive of a one (1) hour unpaid lunch period. Notwithstanding the aforesaid, it is mutually understood and agreed that the Fire Chief, at his/her discretion, shall have the right to institute a flexible hour work schedule for the Director of Training and Safety and Fire Inspectors in the Fire Marshal's Office.

## ARTICLE 10 – OVERTIME

Section 1. Whenever any employee works in excess of his/her regularly assigned workweek or work schedule, as provided for in ARTICLE 9, in addition to any other benefits to which he/she may be entitled, he/she shall be paid for such overtime work at a rate to be computed by multiplying his/her regular hourly rate by twelve (12) hours for each tour of duty or majority part thereof, if such overtime is performed to fill manpower shortages pursuant to the MANPOWER ARTICLE of this Contract, or at a rate to be computed by multiplying his/her regular hourly rate by the actual number of hours worked if such overtime is not performed to fill manpower shortages pursuant to the MANPOWER ARTICLE for this Contract.

Section 2. Overtime work shall be administered in such a manner so that every employee shall have an equal opportunity to work overtime, limited only by qualification for overtime to be worked. Notwithstanding the foregoing, except during times of emergency as determined by the City, an employee shall not be permitted to work more than sixty-two (62) consecutive hours without having had ten (10) hours off.

Section 3. An appropriate roster of overtime work shall be kept by the Battalion Chief or designated shift personnel to ensure equal opportunity to work overtime for all employees.

Section 4. Any employee called back to work after he/she has left for the day, shall be paid for a minimum of four (4) hours work at his/her regular hourly rate. Notwithstanding the foregoing, any employee called back to work after he/she has left for the day, shall be paid a minimum of two (2) hours up to and including two (2) hours if such call-back occurs contiguous to the start of his/her regular work shift. For all hours worked in excess of two (2) hours, up to and including four (4) hours, said employee shall receive four (4) hours of pay.

Section 5. All employees are eligible for overtime for qualified positions after the employee has completed one (1) year of service from date of hire.

## ARTICLE 11 – VACATIONS

**Section 1.** The Employer hereby agrees to grant vacation and vacation pay in accordance with the following schedule:

In each calendar year, each employee who has served less than eight (8) years, but at least one (1) year of regular continuous full-time active duty, shall be allowed two (2) calendar weeks' vacation, without loss of pay. In each calendar year, employees who have served eight (8) or more years of regular continuous full-time active duty shall be allowed three (3) calendar weeks without loss of pay. In each calendar year, employees who have fifteen (15) or more years of regular continuous full-time active duty shall be allowed four (4) calendar weeks' vacation without loss of pay. In each calendar year, each employee who has served twenty (20) years of regular continuous full-time active duty shall receive five (5) weeks of paid vacation each year.

**Section 2.** For the purpose of this Article, the length of service of each employee shall be the amount of service which he/she has completed on June 30<sup>th</sup> of each calendar year. Vacations shall be selected by the employees at any time during the calendar year; provided, however, that the Chief shall have the right to limit the number of employees who may be on vacation at the same time to five (5) employees on any platoon on a "first come, first serve" basis. If an employee has exhausted his/her sick leave, he/she may elect to apply vacation time due him/her as a credit toward sick leave.

**Section 3.** Any employee who is entitled to vacation leave at the time of his/her retirement shall receive one (1) week vacation pay for each week of such leave. In the event that an employee is entitled to vacation leave at the time of death, his/her heirs or successors shall receive vacation pay on the same basis as that to which the employee is entitled for vacation leave due at the time of retirement.

**Section 4.** Each employee who is entitled to one (1) or more weeks of vacation may take such vacation leave as individual days off. The Director of Training and Safety, Fire Inspectors and the Fire Captain in the Fire Marshal's office may use vacation days in one-half day increments. For the purpose of this Article, a week of vacation shall mean four (4) working tours of duty. For the purpose of this Article, a week of vacation for the Director of Training and Safety, Fire Inspector, and the Fire Captain in the Fire Marshal's office shall mean five (5) working tours of duty. Such days may be at the option of the employee but such election shall not be made in conflict with another employee's full week vacation, and such full week vacation shall have precedence at all times.

**Section 5.** No vacation leave shall be granted for December 24<sup>th</sup> or December 25<sup>th</sup> of any year. This section does not pertain to the Director of Training and Safety, Fire Inspectors or the Fire Captain in the Fire Marshal's office.

**Section 6.** Vacation shall be allowed by the Director of Training and Safety, Fire Inspectors or the Fire Captain in the Fire Marshal's office for December 24<sup>th</sup> on a rotating basis, by seniority, no employee shall be granted leave more than one (1) year in a row without agreement between employees. Effective 7/1/2013, the rotation will begin with the least senior person in the division on duty.

## ARTICLE 12 – SICK LEAVE

**Section 1.** Each employee shall be allowed one (1) day of sick leave with pay for each month or fraction thereof of regular full-time service with the Norwich Fire Department. Unused sick leave shall be cumulative to a maximum of one hundred eighty (180) days. Terminal leave pay for unused sick leave shall not exceed a maximum of one hundred (100) days. For purposes of this Article, "day" shall mean working day.

**Section 2.** Sick leave shall only be used when necessary for sickness or for the care of the employee's child, related by blood or marriage. No benefits shall be paid to an employee if investigation shows falsification of any claim for sick leave benefits and, in addition, said employee may be subject to additional disciplinary action by the City.

**Section 3.** A medical certificate acceptable to the City shall be provided by the employee upon returning to work for any absence due to illness or injury exceeding three (3) days. Said medical certificate from a licensed physician shall state the nature of the illness, and shall contain a statement that, in the opinion of said physician, the employee is capable of returning to work.

**Section 4.** For prolonged illness or injury exceeding ten (10) working days, a medical certificate from a licensed physician acceptable to the City may be required from the employee for every two (2) week period the employee is absent from work. Failure to provide said medical certificate shall result in the employee not being paid for said absence. In addition, the employee may be subject to additional disciplinary action. Should the City request a medical certificate, the same shall not be a grievable matter. Failure of the City to request a medical certificate shall not constitute a waiver by the City of this provision.

**Section 5.** If an employee has unused sick leave at the time of his/her retirement, or death, he/she or his/her widow, as the case may be, shall receive terminal leave pay for each day of unused sick leave up

to a maximum of one hundred (100) days. Terminal leave pay for each employee shall be computed by multiplying his/her regular hourly rate by twelve (12) hours for each day of unused sick leave. For the purpose of this Article, the Director of Training and Safety, Fire Inspectors and Fire Captain in the Fire Marshal's office, shall receive terminal leave pay for each day of unused sick leave up to a maximum of one hundred (100) days to be computed by multiplying his/her regular hourly rate by seven (7) hours for each day of unused sick leave.

In the event an employee transferred from fire operations (Battalion Chiefs, Captains, Lieutenants, and Fire Fighters), to staff (Director of Training and Safety, Fire Inspectors and Captain in the Fire Marshal's office), terminal leave pay will be computed as follows:

- A. The number of complete days the employee has accrued upon the transfer, shall be the number of days terminal leave pay is computed by multiplying his/her regular hourly rate by twelve (12) hours for each day, up to a maximum of one hundred (100) days. In the event the number of days accrued upon transfer is below one hundred (100), the remaining number of days shall be computed by multiplying his/her regular hourly rate by seven (7) hours for each day of unused sick leave. In no event shall more than one hundred (100) maximum days be paid.
- B. At any time the number of sick leave days falls below the number of days accrued upon transfer, the revised number of complete days shall be used to compute the twelve (12) hour computation in Article 12, Section 5. A.

## ARTICLE 13 – SPECIAL LEAVE [SHIFT CHANGES]

Section 1. Each employee shall be granted special leave with pay for any shift or shifts on which he/she is able to secure another employee to work his/her place, provided:

- A. Such substitution does not impose any additional costs on the City. Further, the City is hereby authorized to deduct from the salary of the employee granted said leave any such additional costs.
- B. Such substitution is within classification only, and the substitute is qualified to perform the duties of the position involved.
- C. Notwithstanding any other provisions of this Article, it is agreed that:
  - 1. An employee shall be limited to no more than twenty-four (24) special leave days in any calendar year (January 1<sup>st</sup> – December 31<sup>st</sup>).

2. Any employee who works for another employee shall be subject to all other provisions of this Agreement, including but not limited to, ARTICLE 10, Section 2.
  
- D. It is agreed that for purposes of this Article, the term “shift” shall mean more than four (4) hours. However, special leave requests involving four (4) hours or less shall be subject to Sections 1(A), 1(B), 1(C) and 1(E) of this Article.
  
- E. Neither the Department nor the City is held responsible for enforcing agreements made between employees.

## ARTICLE 14 – FUNERAL/FAMILY OBLIGATION

Section 1. Employees of fire staff (Director of Training and Safety, Fire Inspectors, and the Captain in the Fire Marshal’s office) shall be granted a leave of absence with pay for a maximum of three (3) days, employees of fire operations (Battalion Chiefs, Captains, Lieutenants, and firefighters) shall be granted one (1) ten (10) hour tour followed immediately by one (1) fourteen (14) hour tour for the purpose of attending funerals in his/her immediate family, provided such leave is approved by both the Fire Chief and the Human Resources Director. “Immediate family” as used in this Article shall mean father, mother, sister, brother, husband, wife, child, stepchild, mother-in-law, father-in-law, grandparents, or other relatives who are actual members of the household.

Section 2. In addition to Section 1 of this Article, a member of the bargaining unit may be granted a leave of absence with pay for a maximum of one (1) day for those in fire staff and one (1) ten (10) hour tour followed immediately by one (1) fourteen (14) hour tour for those in fire operations, for the purpose of attending the funeral of the member’s son-in-law, daughter-in-law, brother-in-law, or sister-in-law, provided such leave is approved by both the Fire Chief and the Human Resources Director.

All funeral leave must be taken within seven (7) calendar days from the date of death.

Section 3. *Family Obligation*

- A. A member of the bargaining unit may be granted a leave of absence with pay or without pay by the Fire Chief, with the written approval of the Human Resources Director and the City Manager, for the purpose of attending family obligations in his/her immediate family (as defined in Section 1 of this Article) when applied for in writing, stating the purpose or reason for such leave on a form provided by the Human Resources Department.

- B. Employees of fire staff (Director of Training and Safety, Fire Inspectors, and the Captain in the Fire Marshal's office) may be granted family obligation, hereinafter referred to as "family obligation", up to a maximum of three (3) days, employees of fire operations (Battalion Chiefs, Captains, Lieutenants, and firefighters) may be granted one (1) ten (10) hour tour followed immediately by one (1) fourteen (14) hour tour for his/her own wedding. Family obligation granted to an employee for his/her wedding, shall be taken on or prior to the actual wedding date.

## ARTICLE 15 – UNIFORM ALLOWANCE

**Section 1.** Each employee of the Norwich Fire Department shall receive an annual uniform allowance of four hundred (\$400) dollars. In addition, for those employees who are working in the Fire Marshal's Office, including Director of Training and Safety and Battalion Chief, an additional one hundred (\$100.00) dollars shall be granted annually. For new employees, the City shall purchase one (1) dress uniform, to include a trench coat.

**Section 2.** The City shall provide each employee with his/her own protective clothing of NFPA compliant, good quality and condition. Such clothing shall consist of helmet, turn-out-coat/pants ensemble, hood, mask, gloves, structural firefighting boots, and regulator.

**Section 3.** The wearing of dress uniforms to and from work shall not be required. It is understood that employees shall be wearing their appropriate uniform for the entire time they are on duty.

## ARTICLE 16 – INSURANCE

**Section 1.** *Medical Insurance – Existing Employees and New Hires*

Effective 1/1/2017, all employees shall be offered coverage in the current HSA plan. The plan description is shown in Appendix B. Employees shall pay the following percentages of the cost of the HSA plan, as shown below:

Effective Date	HSA
1/1/2017	3%
7/1/2017	4%
7/1/2018	5%

The Health Savings Account option is a high-deductible plan, with a one thousand and five hundred (\$1,500) dollar annual deductible for single members and a three thousand (\$3,000) dollar annual deductible for two (2) or more members. The City will contribute seventy-five (75%) percent of the deductible for the first year, sixty (60%) percent for the second year and fifty (50%) percent for the third year of this contract.

**Section 2.**      *Life Insurance*

The City shall provide and pay for the full cost of a twenty thousand (\$20,000.00) dollar life insurance policy.

**Section 3.**      *Dental Insurance*

The City shall provide and pay for one hundred (100%) percent of the cost of individual coverage of a co-pay Dental Plan with Riders A, B and C. The employee will be allowed to add his/her family to the Plan, with the full cost of adding his/her family to the Plan to be paid by the employee. A summary of the dental plan is attached hereto as Appendix C.

**Section 4.**      *Insurance Benefits for Retirees*

Unless otherwise specified, effective upon the execution of this Agreement, or as soon thereafter as practicable, the City shall provide and pay for insurance for all retirees covered by this Agreement in accordance with the following schedule:

- A. The City shall provide and pay for the entire cost of a ten thousand (\$10,000.00) dollar life insurance policy for those employees who retire on or after July 1, 2001 and who take a normal retirement from the City. The City will not pay for the cost of such coverage for any employee retiring on a disability pension.
  
- B. Effective October 9, 2013, the City agrees to pay one hundred (100%) percent of the medical insurance cost for such retiree and fifty (50%) percent of such coverage for said retiree's spouse, including all riders provided for bargaining unit employees, so long as the same are available. The City will continue to pay such cost until the retiree and spouse reach Medicare age. The City will not pay for the cost of such coverage for any employee retiring on a disability pension.

- C. Any employee retiring after January 1, 2017 who is eligible for retiree group health insurance coverage under Section 4B of this Article 16, may elect to utilize the PPO Plan summarized in Appendix B instead of the HDHP Plan during their retirement until such time as they reach Medicare age.
- D. Notwithstanding the aforesaid, those employees who retire on or after July 1, 2001, shall pay the following cost toward the medical insurance premiums provided in Section 4(B) above:

Single Coverage:	\$18.68/month
Two Person Coverage:	\$38.91/month
Family Coverage:	\$49.79/month

- E. It is mutually understood and agreed that said amount shall be deducted on a monthly basis from the retirees' pension payments. Further, the City will continue to pay that portion of the cost of medical insurance premiums for spouses of retirees specified heretofore in this Article. The City will not pay for the cost of such coverage for any employee retiring on a disability pension.
- F. For employees hired on or after July 1, 2013 and prior to January 1, 2017, the employee agrees to pay one (1%) percent of their earnings toward Other Post-Employment Benefits (OPEB) for the first five (5) years of employment. The deduction will begin upon employment, is non-refundable, and deducted on an after tax basis.
- G. Employees hired after January 1, 2017 shall be required, upon completion of probation, to contribute one (1.0%) percent of earnings per pay period to OPEB. Within thirty (30) days of completion of probation, employees may elect to waive medical insurance in retirement and thereby not be mandated to contribute one (1.0%) percent to OPEB. Waiving medical insurance for retirement is final and cannot be changed at any time. OPEB contributions are post-tax and non-refundable under any circumstance. Notice of this will be given at employee orientation.

Section 5. Notwithstanding any other provision of this Article, effective with the execution of this Agreement, all members of the Union and all employees who retire on or after July 1, 1993 will be bound by all cost containment measures which the City will implement with respect to its health insurance program, including but not limited to, utilization review, pre-admission review, second surgical opinion, concurrent review, discharge planning and catastrophic case management. As a result of this paragraph there will be no additional cost to members of the Union other than possible penalties for noncompliance with specific cost containment requirements. The City will provide to the Union, as soon as is practically

possible, all information and guidelines for its members regarding any cost containment measure initiated by the City.

Section 6.        *Right to Select Carrier*

The benefits provided for in Sections 1, 2, 3, and 4 of this Article shall be provided through a self-insured plan or under a group insurance policy or policies issued by an insurance company or insurance companies selected by the City. “Insurance Companies” include regular life insurance companies and non-profit organizations providing hospital, surgical, medical or life insurance benefits. If these benefits are insured by an insurance company, all benefits are subject to the provisions of the policies between the City and the insurance company. Notwithstanding such changes, the level of benefits shall remain equal or better.

Section 7.        The City, in accordance with the applicable provisions of Section 125 of the Internal Revenue Code (hereinafter “Code”), as the same may be amended from time to time, and so long as legally permissible, shall allow members of the bargaining unit the opportunity to elect to participate in the City’s Premium Conversion Plan (hereinafter “Plan”) whereby eligible employees are permitted the option to pay for medical insurance coverage as required by this Agreement with a portion of the salary prior to federal income or social security taxes being withheld. Subject to the provisions of the Code and the Plan, the City shall deduct the employee’s share of the said medical insurance coverage by a reduction in the base salary of the employee. The reduction in base salary shall be in addition to any reductions under other agreements or benefit programs maintained by the City or required by law.

Section 8.        *Waiver of Coverage*

- A. Notwithstanding the above, employees may voluntarily elect to waive, in writing, all medical insurance coverage outlined above and, in lieu thereof, shall receive an annual payment in cash of: single is one thousand (\$1,000.00) dollars, two (2) person is one thousand five hundred (\$1,500.00) dollars, family is two thousand (\$2,000.00) dollars. Payment to those employees waiving coverage shall be made in equal payments in February and June. Proof of change in insurance status may be required by the City. Any payments under this Section shall not be regarded as compensation for wages, overtime, or pension calculation purposes.
  
- B. Where a change in an employee’s status prompts the employee to resume City-provided insurance coverage, the written waiver may, upon written notice to the City, be revoked. Upon receipt of revocation of the waiver, insurance coverage shall be reinstated as soon as possible; subject, however, to any regulations or restrictions, including waiting periods, which may then be

prescribed by the appropriate insurance carriers. Depending upon the effective date of such reinstated coverage, appropriate financial adjustments shall be made between the employee and the City to ensure that the employee has been compensated, but not overcompensated, for any waiver elected in this Section.

- C. Notice of intention to waive insurance coverage must be sent to the Human Resources Director not later than October 1<sup>st</sup>, to be effective on January 1<sup>st</sup> of each contract year. The election to waive coverage shall only be approved after the employee has provided the City with proof of alternative insurance coverage.
- D. Waiver of coverage procedures must be acceptable to the applicable insurance carrier.
- E. The waiver provision is not available to employees or eligible dependents who are able to transfer to another member's coverage that is provided by the City of Norwich, Norwich Department of Public Utilities and/or Norwich Board of Education.

## ARTICLE 17 – SENIORITY

Seniority is defined as by the date of hire for non-ranking personnel and promotion to rank date for each respective rank. Where two or more personnel are promoted on the same date, the seniority ranking shall be by date of hire order. Seniority shall consist of the relative length of accumulated service of each employee with the Norwich Fire Department as a regular full-time employee. The employee's earned seniority shall not be lost due to absence for layoffs, illness or authorized leave of absence. All advancement in rank shall be made on the basis of the Merit System now enjoyed by all employees of the Norwich Fire Department. A seniority list for the Norwich Fire Department shall be submitted to the Union upon written request.

## ARTICLE 18 – UNION ACTIVITY PROTECTED

Section 1. Except for the right to strike or to withhold services which are hereby prohibited, all other union activities are protected. Nothing shall abridge the right of any duly authorized representative of the Union to present the view of the Union to the citizens on issues which affect the welfare of its members.

Section 2. The Union and the employees expressly agree that during the life of this Agreement there will be no strikes, slowdowns, work stoppages, mass absenteeism or mass resignations, or other similar

forms of interference with the operation of the Department. The City shall not lock out fire fighters during the life of this Agreement.

Section 3. Any and all employees participating in such strike or other prohibited activity described above in this Article shall be subject to appropriate action by the City.

## ARTICLE 19 – WORK TO BE PERFORMED

Section 1. No employee shall be assigned to perform any duty which is unrelated to fire fighting, fire prevention, or to the care required to maintain the quarters in which they are employed in a clean and sanitary manner. Duties relative to firefighting shall include, but not be limited to: care and maintenance of all equipment used; attending instruction and/or certification class for proper maintenance of equipment and grounds when necessary; engagement in all actions necessary to mitigate an emergency or non-emergency situation as directed; participating in all training as directed.

Section 2. Employees may be required to perform collateral duties as assigned, and periodic in-service inspections of mercantile establishments, public buildings, multifamily dwellings and private residences within the City of Norwich for the purpose of preplanning and familiarization. Appropriate training will be provided by the City of Norwich.

## ARTICLE 20 – RESIDENCE REQUIREMENTS

Employees hired prior to 7/1/2013 shall not be eligible for employment unless such person shall at the time of his or her regular appointment, or within 12 months of said appointment, reside in the State of Connecticut and within a 60-mile radius of headquarters.

Employees hired on or after 7/1/2013 shall not be eligible for employment unless such person shall at the time of his or her regular appointment, or within 12 months of said appointment, reside in the State of Connecticut and within a 30-mile radius of headquarters.

## ARTICLE 21 – PENSIONS

Section 1. Employees of the Norwich Fire Department who are participating members of the City of Norwich Employees' Retirement Fund (hereinafter "Fund"), as amended, shall continue to be retired in accordance with the provisions of said Fund.

Section 2. Effective June 30, 2004, notwithstanding the provisions of the City of Norwich Employees' Retirement Fund, as amended to the contrary, members of the Norwich Fire Department who are participating members of said Fund, shall be eligible for the following pension benefits:

Employees hired prior to 7/1/2013 may retire after twenty (20) years of service, regardless of age. Employees shall be paid forty-eight (48%) percent of their average pay received of the highest three (3) years of their last ten (10) years of service. Employees shall receive an additional two and two-tenths (2.20%) percent for each year after twenty (20) years for a maximum of thirty (30) years or seventy (70%) percent.

Employees hired on or after 7/1/2013, may retire after twenty five (25) years of service, regardless of age. Employees shall be paid fifty-nine (59%) percent of their average pay received of the highest three (3) years of their last ten (10) years of service. Employees shall receive an additional two and two-tenths (2.20%) percent for each year after twenty five (25) years for a maximum of thirty (30) years or seventy (70%) percent.

Section 3. Effective 1/1/2017, the rate of contribution by participating members shall be nine (9%) percent of each member's pay deducted weekly and such contribution shall be deducted from the pay of each participating member and transmitted immediately to the Fund.

Section 4. Effective 1/1/2017, pensionable earnings shall be capped at fifty (50%) percent above annual base pay. This does not affect pensionable earnings accrued prior to 1/1/2017.

Section 5. Each Fire Fighter who is a participating member of the City of Norwich Employees' Retirement Fund, as amended, shall upon retirement for superannuation, receive a pension in accordance with the provisions of Section 9 of said Retirement Fund, as amended.

Section 6.

A. Definitions

1. *Service Related Disability:* The term "Service-Related Disability" shall mean that an employee is physically or mentally unable, as a result of bodily injury or disease received while in the performance of his/her duty as an employee of the City of Norwich, to engage in or perform his/her regular duties with the City. Such Service-Related Disability cannot be a result of the employee's own willful misconduct and must be permanent and continuous for the employee's life.

2. *Willful Misconduct*: The term “Willful Misconduct” shall include, but will not be limited to, the following events:

- a. disability resulting from an intentionally self-inflicted injury;
- b. disability which was contracted, suffered or incurred while engaged in, or resulting from being engaged in, a felonious enterprise.

3. *Gainful Employment*: The term “Gainful Employment” shall mean the performance of a reasonable occupation in a part-time or full-time position for pay or profit.

**B. Service-Related Disability Pension Benefit**

1. In order to receive a Service-Related Disability Pension Benefit, proof of permanent disability must be submitted to the Personnel and Pension Board which Board will then require examinations to be made by at least two (2) impartial medical and/or psychiatric examiners. The Board may require no more than one (1) in each twelve (12) month period, medical and/or psychiatric evidence of continuance of such disability at no cost to the pension recipient.

2. An employee who is retired under the terms and conditions of Section 6 of ARTICLE 21 will receive a Service-Related Disability Pension Benefit which will equal one-half (1/2) of the annual rate of annual compensation received by said employee at the time of disability, except as said Benefit may be adjusted under the conditions set forth in subpart C of this Section.

**C. Adjustments to Service-Related Disability Pension Benefit**

1. No adjustment to this Benefit shall be made during the first twelve (12) months following the determination of the Service-Related Disability.

2. The Service-Related Disability Pension Benefit shall be discontinued immediately should the subsequent examinations, as may be required under subpart B-1 of this Section, by medical and/or psychiatric examiners not show a continuance of disability.

3. Any Service-Related Disability Pension shall be adjusted so that the total of the pension payments and outside income earned through gainful employment after the date of separation, does not exceed in any calendar year the former base salary from the Department, plus a two

(2%) percent increase in such average base figure for each full calendar year subsequent to the separation. This adjustment shall be accomplished by an annual review of Federal Income Tax Returns and a cessation of monthly payments, to the extent that such is required, to eliminate the excess payment.

D. This Section shall apply only to employees hired on or after July 1, 1983.

**Section 7.** In the event of death of any member of the City of Norwich Employees' Retirement Fund, subsequent to the effective date of his/her retirement in accordance with the provisions of this pension, payment shall be made to the spouse of such member until death or remarriage, whichever shall come first. This widow/widower pension shall equal ninety (90) percent of the pension which the deceased member was receiving at the time of his/her death. To receive such pension benefits, the spouse must have been married to the deceased member for at least one (1) year before his/her death. If the deceased member leaves no spouse, or the spouse dies or remarries, payments totaling ninety (90) percent of the deceased member's pension shall be paid to the then living children of the deceased member, if any, share and share alike, provided no payment shall be made to any child after the attainment of his/her eighteenth (18<sup>th</sup>) birthday.

**Section 8.** In the event of a service-connected death of any member of the City of Norwich Employees' Retirement Fund, the City shall make annual payments to the spouse to whom such member was married at the time of his/her death, provided said member had been married to that spouse for at least one (1) year prior to his/her death, said payment equaling ninety (90) percent of the member's annual budgeted salary at the date of his/her death. Said annual payment to the spouse of the deceased member shall continue until the spouse dies or remarries.

If the deceased member leaves no spouse, or if the spouse dies or remarries, the right to receive the aforementioned annual payments shall vest in the children of the deceased member, if any, share and share alike, provided no payments shall be made to any child after the attainment of his/her eighteenth (18<sup>th</sup>) birthday.

It is understood that this Section shall not apply to any death of a member which is covered by Connecticut General Statutes, Chapter 7-433c (the "Heart and Hypertension" law of the State of Connecticut.)

Section 9.      *City Pick Up of Mandatory Retirement Contributions*

Notwithstanding any other provision of the City of Norwich Employees' Retirement Fund to the contrary, the City, in accordance with the provisions of Section 414(h)(2) of the Internal Revenue Code (hereinafter "Code"), as the same may be amended from time to time, and so long as legally permissible, shall pick up mandatory employee retirement contributions with respect to bargaining unit employees payable on all salary earned on or after December 1, 1993, or whenever the last governmental action necessary to effectuate the pick up is made, whichever date is later. Such pick up contributions shall be in lieu of employee contributions. The City shall pick up these employee contributions by an equivalent reduction in the cash salary of the employees. Employees shall not have the option of electing to receive the contributed amounts directly rather than having such amounts paid to the City of Norwich Employees' Retirement Fund. The employee contributions so picked up by the City shall for all purposes (including determining "average annual pay" under the City of Norwich Employees' Retirement Fund) be considered to be included in an employee's annual gross salary and shall for all purposes be treated in the same manner and to the same extent as employee contributions made prior to December 1, 1993.

Section 10.      *Military Service Time*

Notwithstanding the provisions of the City of Norwich Employees' Retirement Fund, as amended to the contrary, members of the Norwich Fire Department who are participating members of the Fund shall be eligible to purchase a maximum of forty eight (48) months and a minimum of six (6) months time spent as a member of the retirement system or by any person who otherwise would be eligible for membership hereunder and who has received from the Armed Forces of the United States an honorable discharge or a general discharge under honorable conditions, shall be included in computing the length of time of service rendered the City, provided however, that the same shall be so added only if said person has been employed by the City for at least ten (10) years, (twenty (20) years for employees hired on or after 7/1/2013) and upon payment to said retirement fund of the contributions which said person would have made if actually employed by the City during Armed Forces service but calculated on the normal employee percentage and salary in effect on the tenth (10<sup>th</sup>) anniversary of employment, which payment must be completed within five (5) years of notice of intention, and upon notice of intention to so contribute given within one (1) year of the tenth (10<sup>th</sup>) anniversary of employment.

Section 11.      *Deferred Compensation Plan*

Effective 1/1/2017, the city will match up to fifteen hundred (\$1,500) dollars per calendar year into a deferred compensation plan for all employees who have successfully passed probation. Each pay period the employee contributes to the city sponsored 457 deferred compensation plan, the city will contribute an

equal amount up to fifteen hundred (\$1,500) dollars per calendar year. The employee will become vested in these funds immediately and is subject to all terms and conditions of the IRS regulations regarding 457 plans.

## ARTICLE 22 – WAGES

### Section 1.

- A. Effective and retroactive to July 1, 2016, the annual rate of pay shall be increased by two (2%) percent (see Appendix A attached hereto and made a part hereof.)
- B. Effective July 1, 2017, the annual rate of pay shall be increased by two (2%) percent (see Appendix A attached hereto and made a part hereof.)
- C. Effective July 1, 2018 the annual rate of pay shall be increased two (2%) percent (see Appendix A attached hereto and made a part hereof.)
- D. Upon appointment, Fire Fighters shall be paid in accordance with the “Probation” rate of the PAY PLAN for this position (see Appendix A attached hereto and made a part hereof.) Said Fire Fighters shall move to STEP 1 and subsequent steps according to the service times listed for the position in Appendix A.
- E. Employees appointed to the other positions listed in Section 1A above shall be paid in accordance with STEP 1 of the PAY PLAN for the respective positions (see Appendix A attached hereto and made a part hereof.) Said employees shall move from STEP 1 to STEP 2 according to the service times listed for the position in Appendix A.
- F. Direct deposit with email notification of all wages is required.

The City reserves the right to change to a biweekly pay system, provided all other municipal departments, exclusive of the Board of Education and Norwich Public Utilities, change to a biweekly pay system. The City shall notify the Union no less than four (4) weeks in advance of any such change.

The fiscal year is based on an average of two hundred sixty-one (261) days to compute the hourly rate.

## ARTICLE 23 – SAVINGS CLAUSE

Section 1. The City retains all rights it had prior to the signing of this Contract, except such rights as are specifically relinquished or abridged by this Contract.

Section 2. All job benefits presently enjoyed by employees which are not specifically provided for or abridged in this Contract are hereby protected by this Contract.

## ARTICLE 24 – MANPOWER

Section 1. The minimum manpower on duty at all times shall be thirteen (13) employees who regularly perform fire fighting duties.

Section 2. In the event that the manpower on duty shall for any reason fall below the minimum manpower established by Section 1 of this Article, such shortage or shortages shall be filled by overtime work in accordance with ARTICLE 10.

Section 3. *Standby Pay.*

Effective July 1, 2008, Fire Inspectors who are assigned by the employer to be on standby shall receive standby pay in the amount of one thousand nine hundred and seventy-five (\$1,975) dollars annually. Additionally, if a Fire Inspector is out for an extended period of time, exceeding one (1) month, the standby stipend designated for that Inspector shall be divided among the remaining Fire Inspectors.

Effective July 1, 2008, the Director of Training and Safety shall receive an annual on-call stipend of one thousand (\$1,000) dollars, not to be included as part of base pay and paid concurrently with other stipends.

Section 4.

- A. On each shift and at all times there shall be a minimum staffing assignment of two (2) Emergency Medical Technicians (EMT's) on Squad A, Engine 2 and Engine 3, and one (1) Emergency Medical Technician (EMT) on Tower 1. Fire Officers shall be included in the minimum Emergency Medical Technician (EMT) staffing assignments.
- B. Vacancies occurring in the Fire Marshal's Office due to position vacancies, vacation, holidays, or sick leave shall be filled in the following manner: It shall be the right of the Fire Chief to

determine if the vacancy is to be filled with Administrative personnel or personnel assigned to the Fire Marshal's Office. This will be done in a manner so as to be fair and equitable to all parties. Each weekday on-call night shift shall be compensated for two (2) hours pay at straight time. Each twenty-four (24) hour weekend-day on-call shift shall be compensated for four (4) hours pay at straight time.

Section 5. It is mutually agreed and understood that the Chief shall be responsible for providing supervision in the Fire Marshal's Office.

The supervisory role of the Fire Marshal's office will be open only to those assigned to the Fire Marshal's Office. In no event will this supervision result in the creation of any additional position in the Fire Marshal's Office or the Department as a whole.

## ARTICLE 25 – INJURY LEAVE

Section 1. Each employee who is injured or disabled in the performance of his/her duties shall receive one hundred (100%) percent of his/her regular compensation during the first twelve (12) months after the occurrence of such disability or injury, and thereafter in accordance with the Workers' Compensation Act. In order to receive payment under this Section, an employee must submit written medical reports at least once a month, and more often upon request, to certify that he/she is disabled. If such an employee is unable to return to duty within twenty four months of the start of leave caused by a work-related injury or illness, his/her employment will be terminated, provided that the twenty four months shall be extended by up to six (6) months if the treating physician certifies that it is likely that the employee will be able to return to work during that period. When such employee is determined by a physician to have reached maximum medical improvement, he/she shall be eligible to retire on an annual disability pension, payable monthly, equal to fifty (50%) percent of the annual salary which he/she is receiving at the time of his/her retirement. For the purpose of the adjudication of claims for the payment of benefits under the provisions of Chapter 568 and the retirement systems of the City of Norwich, any condition of impairment of health occurring on duty or off duty caused by hypertension or heart disease resulting in death, or temporary or permanent, total or partial disability to an uniform employee of the bargaining unit of the City of Norwich Fire Department who successfully passed a physical examination on entry into such service, which examination failed to reveal any evidence of such condition, shall be presumed to have been suffered in the line of duty and within the scope of his/her employment unless the municipality proves that such condition was not suffered in the line of duty and within the scope of his/her employment, and if passage of such examination was, at the time of his/her employment, required for such employment, no record of such examination shall be required as evidence in the maintenance of a claim under this Section and Chapter 568.

Section 2. The City shall pay the hospital, medical and drug expenses of each employee who is injured or disabled in the performance of his/her duties.

Section 3. The City may, during all or any part of any injury leave, assign the employee on injury leave to duties other than his/her regular duties with the Fire Department; provided, however, that the employee shall not receive a lesser wage rate or lesser benefits, including pension rights for such duties than he/she would have received if he/she continued to be employed in the Fire Department without injury leave.

## ARTICLE 26 – MILITARY LEAVE

Section 1. Employees who leave the Fire Department for military service in excess of four (4) years and who report back within ninety (90) days of the date of their discharge, shall be reinstated on a similar basis, as that provided in their Universal Military Training Act, and they shall receive credit for the length of their military service.

Section 2. Temporary military leave, for fire operations (Battalion Chiefs, Captains, Lieutenants and Fire Fighters) only:

- A. Temporary military leave from duty shall be granted to employees when ordered to serve a period on active reserve or National Guard duty. During this period of leave the employee shall be paid their base Fire Department pay less their daily base military pay. Each shift granted for military leave equals one day military pay, not to exceed more than thirty (30) shifts per calendar year. Each employee is to submit to the department where they fall on the military pay table, in addition to a Leave and Earnings Statement (LES) each time military leave is utilized. The LES must be submitted upon completion of leave or no later than forty-five (45) days thereafter. Said leave shall be in addition to his/her annual vacation leave.
- B. In the event an employee either exceeds the thirty (30) shifts per calendar year or chooses not to submit their LES within the required timeframe, they shall lose ten and one-half (10 and ½) hours pay per shift.

Section 3. Temporary military leave, for fire staff (Director of Training and Safety, Fire Inspectors and the Captain in the Fire Marshal's office) only:

- A. Temporary military leave from duty shall be granted to employees when ordered to serve a period on active reserve or National Guard duty. During this period of leave the employee shall be paid their base Fire Department pay less their daily base military pay, per day granted for military leave, not to exceed more than thirty (30) days per calendar year. Each employee is to submit to the department where they fall on the military pay table, in addition to a LES each time military leave is utilized. The LES must be submitted upon completion of leave or no later than forty-five (45) days thereafter. Said leave shall be in addition to his/her annual vacation leave.
- B. In the event an employee either exceeds the thirty (30) days per calendar year or chooses not to submit their LES within the required timeframe, they shall lose seven (7) hours pay per day.

## ARTICLE 27 – TRAINING/EMT/HAZMAT

Section 1. The Memorandum of Agreement, noted as Appendix I in the 2007 – 2011 (extended to 2013) contract, is hereby amended and incorporated into the contract as follows:

- A. Recruits attending the Connecticut Fire Academy will be paid according to the salary schedule in Appendix A. There shall be no allowance for meals or mileage reimbursement.
- B. Sanctioned Training: Refers to training or educational programs that the Chief determines to be of high importance. Sanctioned training is for those employees chosen by the Fire Chief for the particular training or educational program. All on-site training will be deemed “sanctioned training” and mandatory for all employees chosen by the Fire Chief for the training program. The benefits provided for sanctioned training are shown below.
  - 1. Cost of Program: The City will pay for tuition, application or entry fees, written materials, and equipment necessary for the successful completion of the program.
  - 2. Commercial Travel and Lodging: The Fire Chief’s office will determine if, and when, commercial travel and/or overnight lodging are necessary for a particular sanctioned training program, and will make all necessary reservations for lodging, air or ground transportation, and vehicle rentals. The employee will be reimbursed for parking, fuel, and toll costs for a rented vehicle. Upgrades of travel and lodging arrangements will be at the employee’s expense.
  - 3. Payment of Wages: Employees will receive their regular hourly pay for each hour that they are in a sanctioned training session, regardless of the length of the training session. In addition, they will receive their regular hourly pay for each hour of travel time to and from the training session. The Chief’s office will take the staffing schedule into account when booking travel and lodging reservations.

4. Reimbursement Requirements: Any employee entitled to receive a reimbursement for expenses incurred as a result of sanctioned training must submit original valid receipts or documents demonstrating the cost of said expenses within ten (10) business days of the date on which the employee incurred said expense. No reimbursements will be paid without original valid documentation.

C. Elective Training: Refers to training programs and educational opportunities that are not deemed “sanctioned” by the Fire Chief. Any employee who desires to attend an “elective” training program or educational opportunity will be solely responsible for ensuring that any hours said employee is scheduled to work during the program are covered if, and when, necessary. The employee may elect to use accrued holiday or vacation time to cover said hours. Employees attending elective training will not be paid for travel time and will not be reimbursed for any expenses incurred. The City acknowledges that many elective training programs require the Chief to complete a form verifying the employee’s position with the Fire Department. The Union agrees that if, and when, the Chief completes such a form, the Chief is **not** thereby converting said elective training into sanctioned training.

Section 2. Effective July 1, 2008, each employee who maintains a current Emergency Medical Technician (EMT) Card with a Defibrillation Certificate shall be paid for such qualification the sum of one thousand (\$1,000) dollars on or about December 1<sup>st</sup>.

Effective January 1, 2018, payment for maintaining a current Emergency Medical Technician (EMT) card shall discontinue and shall not be paid.

Section 3. Hazardous Materials Team

The Memorandum of Agreement, noted as Appendix J in the 2007 – 2011 (extended to 2013) contract, and dated 9/8/2003, is hereby amended and incorporated into the contract.

HAZMAT Team Composition and Conditions for Appointment:

A. The City and the Union shall cooperate in recruiting members of the City's Fire Department who are interested in serving on the HAZMAT Team. All members who express interest shall be provided with training for certification at the HAZMAT Technician level at the minimum of one hundred and twenty (120) hours subject to scheduling based on any class size limits.

- B. From the members completing the training, the Chief shall conduct interviews and select a HAZMAT Team of twenty (20) members, with five (5) on each platoon/shift. The selection criteria for team members shall include but not be limited to:
  - 1. the individual's qualifications to perform the duties required for providing HAZMAT services;
  - 2. the individual's interest and willingness to make a long-term commitment to serving on the HAZMAT Team.If all other factors are equal, consideration shall be given to the employees' seniority. The number of members on the HAZMAT Team, twenty (20), shall not be construed in any way to establish a minimum staffing requirement. Therefore, a Team member's request for a shift swap or leave time shall not be denied in order to maintain five (5) HAZMAT Team members on duty.
- C. An employee who is selected for the HAZMAT Team must agree to serve for a period of at least four (4) years following training and certification.

Training of HAZMAT Team Members:

- A. The training for HAZMAT certification at the Technician level shall be conducted during on-duty time insofar as possible.
- B. Employees who attend HAZMAT training shall be compensated for any attendance on off-duty time.
- C. Team members who have completed training and certification may assist the Training Officer in training other members of the Department.
- D. Subsequent to training and certification of the initial HAZMAT Team members, the Norwich Fire Department shall arrange for such ongoing training as may be required for maintenance of certification.
- E. If replacement personnel are needed, the Department shall provide or arrange for training as provided above.

Physical Examinations:

- A. All HAZMAT Team members shall receive baseline, exit, and exposure physical examinations at the City's expense.

- B. Subsequent to the baseline examination:
  - 1. If there has been no exposure, the Team member shall have an annual physical examination provided by the City.
  - 2. In the event of exposure, the City shall provide any necessary follow-up examination and/or continued monitoring.
  
- C. All physical examinations shall be conducted by a licensed Board certified or Board eligible physician.
  
- D. Physical examinations shall be in accordance with the following provided by the City's Health Care Provider. The Optional Testing shall be conducted in the event of an exposure which warrants such testing.
  - 1. Post-Offer Baseline or Exit Evaluation includes the following:
    - a. Comprehensive medical and occupational history, respirator certification and physical examination.
    - b. Blood and urine tests:
      - 1. Blood profile "3D"; content of profile "3D" to include: AIG ratio, albumin, alk (SGPT), alk phos, Ast (SGOT), bun, calcium, CBC, chloride, cholesterol, CO2, creatinine, glucose, HDL cholesterol, iron, LD, LDL cholesterol, phosphorous, potassium, sodium, T. bilirubin, T. protein. triglycerides, uric acid
      - 2. Complete blood count with differential
      - 3. Microscopic urinalysis
      - 4. Blood lead level
    - c. Pulmonary function test
    - d. Chest X-ray (PA and lateral views) with reading
    - e. Electrocardiogram
    - f. Audiometry
    - g. Hepatitis B vaccination, per injection
  - 2. Option Testing:
    - a. Heavy metals blood levels (arsenic, lead, and mercury)
    - b. Cadmium blood level

Operating Procedures:

- A. The Norwich Fire Department shall abide by the standard operating guidelines in place for the operation of the HAZMAT unit.

- B. These procedures shall include but not be limited to the following:
  - 1. Team activation shall be determined by the on-scene Incident Commander.
  - 2. On-duty Team members may be deployed to a HAZMAT incident. The operating procedures shall govern the process for their deployment and for deciding whether replacements are required.
  - 3. HAZMAT services shall be compensated in accordance with the collective bargaining agreement.
  - 4. S.O.G. shall specify how replacements shall be called in when the HAZMAT Team is activated.
  
- C. The Chief and HAZMAT Team shall annually evaluate the operating guidelines and make such changes as are necessary to improve the efficiency and effectiveness of HAZMAT services, subject to any rights that the Union may have to negotiate over matters that affect terms and conditions of employment.

**Compensation:**

- A. Upon appointment to the HAZMAT team, bargaining unit members will receive an annual stipend of three hundred and fifty (\$350.00) dollars. This amount shall be prorated for a partial year of service as a HAZMAT Team member. The HAZMAT stipend will be paid on or about December 1<sup>st</sup>.

## **ARTICLE 28 – SAFETY AND TRAINING COMMITTEE**

**Section 1.** It is agreed that there shall be a Safety and Training Committee comprised of four (4) members; namely the Fire Chief and Human Resources Director representing the City, and the President and Vice President of the Union representing the Union. The purpose of this Committee is to establish procedures for providing instruction to the fire fighters new to the Department in the most effective, efficient and expeditious way. Once such procedures are established, they shall be made a part of the departmental policy and/or departmental regulation.

**Section 2.** The Committee shall also consider and discuss matters of health and safety when they arise.

## ARTICLE 29 – PHYSICAL EXAMINATIONS

### Section 1.      *General Provisions*

- A. The City may require any employee to undergo a physical, psychiatric, and/or psychological examination by a licensed physician, psychiatrist, and/or psychologist should the Fire Chief and Human Resources Director feel that such examination would be in the best interest of the employee, the Fire Department, and the City. The City agrees to pay for such examination(s). A copy of the physical, psychiatric, and/or psychological examination report should be forwarded to the Human Resources Director. It is agreed that any such reports shall not be placed in the employee's personnel file. It is further agreed that this Article shall not be enforced in an arbitrary manner by the City.
- B. The City and the Union agree it is the responsibility of each employee to achieve and maintain a reasonable level of physical fitness and general good health.
- C. The City's failure to exercise any right under this Article in a particular way 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 Article.
- D. There shall be no restriction on the right of the City to impose physical and psychological testing requirements on new recruits.

### Section 2.      *Equipment/Programs*

- A. The City shall provide up to two thousand (\$2,000.00) dollars each year of this Agreement, with said funds to be used for equipment and/or programs related to physical fitness.
- B. The parties shall establish a joint Labor-Management Committee to determine the use of the funds provided in Section 2(A) above.
- C. Annual physical examinations may be required, as determined by the City and the Chief.

## ARTICLE 30 – FIRE WATCH DUTY

Whenever any private person or organization is required to, or shall seek the services of the employees of the Fire Department, such work shall be rotated by the Chief of the Fire Department for such work during

their off duty hours. The rate of pay for such work shall be one and one-half (1 and 1/2) the employee's regular hourly rate with a four (4) hour minimum.

### ARTICLE 31 – PROBATIONARY PERIOD

The probationary period for regular full-time employees shall be from date of hire to one (1) year from the date of academy graduation. For the purposes of this provision, the twelve (12) month period does not include periods in which the Employee is on Workers' Compensation leave, FMLA leave and/or any other paid or unpaid leave. At the discretion of the Fire Chief or his designee, the probationary period for new hires may be extended for up to six months, following written notice and explanation of the reason(s) to the Union.

### ARTICLE 32 – TRANSFERS

All employees covered by this Contract expressly waive their right to apply to transfer to another municipal department as outlined in Rule VIII, Section C of the Merit System Rules of the City of Norwich.

### ARTICLE 33 – SUBSTANCE ABUSE POLICY

Section 1.      *Purposes.*

The purposes of this policy are as follows:

- A. To establish and maintain a safe, healthy, working environment for all members;
- B. To insure the reputation of the Norwich Fire Department and its fire fighters as good, responsible citizens worthy of public trust;
- C. To reduce the incidents of accidental injury to person or property;
- D. To reduce absenteeism, tardiness and indifferent job performance;
- E. To provide assistance toward rehabilitation for any employee who seeks the Fire Department's help in overcoming any addiction to, dependence upon, or problem with alcohol or drugs.

Section 2.      *Definitions:*

- A. Alcohol or Alcoholic Beverages – means any beverage that has an alcoholic content;
- B. Drug – means any substance (other than alcohol) capable of altering the mood, perception, pain level or judgment of the individual consuming it;
- C. Prescribed Drug – means any substance prescribed for the individual consuming it by a licensed medical practitioner;
- D. Illegal Drug – means any drug or controlled substance, the sale or consumption of which is illegal;
- E. Supervisor – means the Officer or Acting Officer who is the member’s immediate superior in the chain of command;
- F. Employee Assistance Program – means Employee Assistance Program provided by the Human Resources Department of the City of Norwich or any agency/entity the City has contracted with to provide said Program.

Section 3.      *Employee Assistance Program:*

- A. Any employee who feels that he/she has developed an addiction to, dependence upon, or problem with alcohol or drugs, legal or illegal, is encouraged to seek assistance. Entrance into the Employee Assistance Program can occur by self-referral, recommendation or referral by a Supervisor.
- B. Request for assistance through “recommendation” or “Supervisor referral” will be treated as confidential. “Self referral” confidentiality will be maintained between the individual seeking help and the employee assistance personnel.
- C. Member progress will be monitored by the Fire Chief.
- D. Rehabilitation itself is the responsibility of the employee. For employees enrolled in a formal treatment program, the Fire Department will grant rehabilitation leave at full pay up to accumulated sick leave. Out-patient care will be charged to sick leave. Members using up accumulated sick leave will be allowed to use vacation and other accumulated leave time. A

member may request an extension of sick leave for rehabilitation purposes; however the failure of the City to grant said extension shall not be a grievable matter by the member or the Union.

- E. To be eligible for continuation of employment on a rehabilitation pay basis in accordance with Section 3(d) above, the member must have been employed at least one (1) year; must maintain at least weekly contact with the Fire Chief; and must provide certification that he/she is continuously enrolled in a treatment program and actively participating in that program.
- F. Upon successful completion of treatment, the member will be returned to active status without reduction of pay, grade and seniority.

Section 4.      *Alcoholic Beverages:*

- A. No alcoholic beverages will be brought into or consumed upon Fire Department premises. The Fire Department will invoke appropriate disciplinary action for any violations.
- B. Drinking or being under the influence of alcoholic beverages while on duty is cause for suspension or termination.
- C. Any member whose off-duty use of alcohol results in an inability to perform all duties required of said member in a satisfactory manner will be offered an opportunity to participate in the Employee Assistance Program for rehabilitation in lieu of disciplinary action being taken. In the event the member refuses or fails rehabilitation, disciplinary action for the violation committed may be imposed.

Section 5.      *Prescription Drugs:*

- A. No prescription drug shall be brought upon Fire Department premises by any person other than the person for whom the drug is prescribed by a licensed medical practitioner, and shall be used only in the manner, combination and quantity prescribed.
- B. Any member whose use of prescription drugs results in an inability to perform all duties required of said member in a satisfactory manner will be offered an opportunity to participate in the Employee Assistance Program for rehabilitation in lieu of disciplinary action being taken. In the event the member refuses or fails rehabilitation, disciplinary action for the violation committed may be imposed.

Section 6.      *Illegal Drugs:*

- A. The use of an illegal drug or controlled substance or the possession of them by a member while said member is on duty is cause for suspension or termination.
- B. Any member whose use of illegal drugs, off duty, results in an inability to perform all duties required of said member in a satisfactory manner will be offered an opportunity to participate in the Employee Assistance Program for rehabilitation in lieu of disciplinary action being taken. In the event the member refuses or fails rehabilitation, disciplinary action for the violation committed may be imposed.
- C. The sale, trade or delivery of illegal drugs or controlled substances by a member, on or off duty, to another person is cause for suspension or termination, and/or for referral to law enforcement authorities.

Section 7.      *Procedures:*      The procedures of the City of Norwich Fire Department in regards to members using, possessing or under the influence of alcohol, drugs or chemicals while on duty are as follows:

- A. Members shall report to their places of assignment fit and able to perform their required duties and shall not by any improper act render themselves unfit for duty.

**STEP 1.**            Supervisors who have reasonable grounds to believe that a member is under the influence of alcohol, drugs or chemicals shall immediately relieve said member from duty in order to protect said member, fellow members, and the public from harm.

**STEP 2.**            The Supervisor shall notify his/her Supervisor immediately.

**STEP 3.**            Both Supervisors will interview the member, in the presence of the Steward or his/her designees, and if they both believe, based upon reasonable grounds, that the member is under the influence of alcohol, drugs or chemicals, then said member will be taken to the Fire Department's designated hospital or testing facility. Notwithstanding the foregoing, in a case involving a Battalion Chief, the Fire Chief may ask another Fire Officer whether or not such individual is said Battalion Chief's Supervisor, to participate in the aforesaid interview.

**STEP 4.**            The decision to relieve a member from duty shall be documented as soon as possible. Both Supervisors should document reasons and observations, such as, but not limited

to, glazed eyes, smell of alcohol, slurred speech, wobbly walk, change in attitude, aggressiveness, passed out, and change in normal appearance, etc.

**STEP 5.** If the member is willing to sign the appropriate release form, the hospital or testing facility will perform a drug and/or alcohol test.

1. It shall be made clear to the member before he/she signs the release form that the results will be made available to his/her Supervisors in the Fire Department and may be used in disciplinary proceedings against the member. In addition, said results will be made available to the member.
2. If the tests are not given and the results not provided, the member will be considered by the City to be in violation of the Collective Bargaining Agreement between the City and the Union and the Fire Department's Rules and Regulations.
3. The member will be relieved from active duty and removed from the payroll.

**STEP 6.** When an alcohol/drug test is administered, the member will be placed on limited duty or leave with pay until results are available.

1. When test results are positive, the member will be relieved of duty and may be referred to the Employee Assistance Program in lieu of disciplinary action being taken.
2. The Fire Chief shall make final determination whether the member returns to active status or remains off duty regardless of the test outcome.
3. Rejection of treatment or failure to complete the program may be cause for suspension or termination.
4. Upon successful completion of treatment, the member will be returned to active status without reduction of pay, grade or seniority.
5. No member will be eligible for the Employee Assistance Program more than one (1) time.

B. Any Supervisor who does not relieve a member suspected of being under the influence of alcohol, drugs, or chemical will be subject to disciplinary action.

Section 8.      *Effective Date – Notice to Members – State/Federal Law:*

- A. The policies set forth in this Substance Abuse Policy shall be effective July 1, 1990. Each present member will be furnished a copy of this Policy and will sign a receipt for same. Members hired in the future will be furnished a copy before hiring.
- B. Prior to implementing this Substance Abuse Policy, the City will provide training programs regarding the same for Supervisors and two (2) officers of the Union selected by the Union.
- C. These policies will be implemented in a manner that will comply with all applicable federal and state laws.

Section 9.      It is mutually understood and agreed by the parties that the City shall have the right to engage in alcohol and drug testing of applicants for employment with the Norwich Fire Department in accordance with applicable law. The City shall have no obligation to hire any applicant who fails said alcohol or drug testing.

Section 10.      While the Union and the City agree to a Substance Abuse Policy, the Union shall be held harmless for any violation of any of the employee's legal rights that may be violated by the City out of and arising from the administration of this Policy.

Section 11.      The failure of the City to exercise any right under this Article in a particular way shall not be deemed as a waiver of such right or preclude the City from exercising the same in some other way not in conflict with the provisions of this Article.

## ARTICLE 34 – USE OF TOBACCO PRODUCTS

All employees hired on or after 7/1/2013 shall be tobacco free upon appointment and throughout their length of service to the department. All employees hired prior to 7/1/2013 shall not use tobacco products inside the work-site, within or on the fire department apparatus, during all training and on fire department grounds.

## ARTICLE 35 – MANAGEMENT RIGHTS

The Union recognizes that, subject to the provisions of this Agreement, the City's rights, power, and authority include, but are not limited to, the right to manage its operations; determine the size of the workforce; hire, promote, transfer, or layoff employees, SUBJECT TO Article 24, Section 1; discipline,

suspend, or discharge permanent employees for cause; the right to make all decisions on matters involving its operations; the right to introduce new and improved methods of operations and facilities; the institution of technological changes; to maintain discipline and efficiency of employees; and to determine the type and size of equipment to be used; and any other right granted by charter or statute. The City retains these rights whether they are exercised or not. Such rights and powers shall not be used to circumvent or supersede this Agreement. During an emergency, the City shall have the right to take any action necessary to meet the emergency notwithstanding any contrary provisions of this Agreement.

## ARTICLE 36 – DURATION

Unless otherwise specified herein, this Agreement shall be in effect from date of execution by the parties and shall remain in effect until June 30, 2019, and thereafter shall continue in effect from year to year, except that it may be amended, modified, or terminated at any time by mutual agreement, or upon any anniversary of said Agreement, by giving to the other party not less than one hundred fifty (150) days written notice of intention to propose amendment, modification or termination. Within thirty (30) days of such notice by either party, a conference shall be held between the City and the Union for the purpose of such amendment, modification or termination.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have caused their names to be signed on this 19  
day of January, 2017.

Signed, sealed and delivered in the presence of:

CITY OF NORWICH

Brigid K. Marks  
Witness

John L. Salomone  
John L. Salomone  
City Manager

LOCAL 892, INTERNATIONAL ASSOCIATION OF  
FIRE FIGHTERS, A.F.L.-C.I.O.

[Signature]  
Witness

Scott Merchant  
Scott Merchant  
President

\_\_\_\_\_  
Witness

**APPENDIX A – WAGE SCALE**

		<b>7/1/2016</b>	<b>7/1/2017</b>	<b>7/1/2018</b>
		<b>through</b>	<b>through</b>	<b>through</b>
		<b>6/30/2017</b>	<b>6/30/2018</b>	<b>6/30/2019</b>
		Annual	Annual	Annual
		2.00%	2.00%	2.00%
<b><u>FIREFIGHTER</u></b>				
Entry rate	Probation	\$50,282.45	\$51,288.10	\$52,313.86
6 mo from DOH	Step 1	\$52,791.77	\$53,847.61	\$54,924.56
1.5 years from DOH	Step 2	\$55,426.45	\$56,534.98	\$57,665.68
2.5 years from DOH	Step 3	\$58,198.28	\$59,362.25	\$60,549.50
4.5 years from DOH	Step 4	\$61,103.92	\$62,326.00	\$63,572.52
7 years from DOH	Step 5	\$64,159.11	\$65,442.29	\$66,751.14
<b><u>LIEUTENANT</u></b>				
	Step 1	\$68,385.50	\$69,753.21	\$71,148.27
2 years after Step 1	Step 2	\$70,387.97	\$71,795.73	\$73,231.64
<b><u>CAPTAIN</u></b>				
	Step 1	\$72,995.69	\$74,455.60	\$75,944.71
2 years after Step 1	Step 2	\$75,120.08	\$76,622.48	\$78,154.93
<b><u>BATTALION CHIEF</u></b>				
	Step 1	\$79,347.12	\$80,934.06	\$82,552.74
2 years after Step 1	Step 2	\$81,582.72	\$83,214.37	\$84,878.66
<b><u>FIRE INSPECTORS (Fire Marshal Office)</u></b>				
	Step 1	\$70,813.42	\$72,229.69	\$73,674.28
2 years after Step 1	Step 2	\$72,937.82	\$74,396.58	\$75,884.51
<b><u>CAPTAIN (Fire Marshal Office)</u></b>				
	Step 1	\$76,868.48	\$78,405.85	\$79,973.97
one year after Step 1	Step 2	\$80,711.91	\$82,326.15	\$83,972.67
<b><u>DIRECTOR OF TRAINING AND SAFETY</u></b>				
	Step 1	\$68,167.43	\$69,530.78	\$70,921.40
2 years after Step 1	Step 2	\$70,169.88	\$71,573.28	\$73,004.75
after successful completion of FC exam	Step 3	\$72,232.40	\$73,677.05	\$75,150.59
2 years after Step 3	Step 4	\$74,356.81	\$75,843.95	\$77,360.83

## APPENDIX B – MEDICAL INSURANCE SUMMARY

CITY OF NORWICH	BENEFIT PLANS			
	Century Preferred PPO (Retirees only)		H.S.A.	
	IN-NETWORK	OUT-OF-NETWORK	IN-NETWORK	OUT-OF-NETWORK
<b>Cost Share Provisions:</b>				
<b>Financial :</b>				
Deductible	None	\$200/\$400/\$500	\$1,500 / \$3,000	
Co-Insurance	None	20%	100%	20%
Maximum Out of pocket	None	\$1,000/\$2,000/\$2,500	\$1,500/\$3,000	\$3000/\$6,000
Maximum Lifetime Benefit Per Member	None	\$1,000,000	None	\$1,000,000
Gatekeeper Network	No	No	No	No
<b>DEPENDENT AGE LIMIT:</b>	26	26	26	26
<b>PREVENTATIVE CARE:</b>				
Physical Examination - Child	No copayment	Deductible & Coinsurance	No Copayment	Deductible & Coinsurance
Physical Examination - Adult	No Copayment	Deductible & Coinsurance	No Copayment	Deductible & Coinsurance
Vision Examination / one every two years	No Copayment	Deductible & Coinsurance	No Copayment	Deductible & Coinsurance
OB/GYN visit	\$ 15 Copay	Deductible & Coinsurance	No Copayment	Deductible & Coinsurance
Mammography	No Copayment	Deductible & Coinsurance	No Copayment	Deductible & Coinsurance
Hearing Screening / One every year	No Copayment	Deductible & Coinsurance	No Copayment	Deductible & Coinsurance
<b>OUTPATIENT CARE:</b>				
Physician Office Visit	\$ 15 copay	Deductible & Coinsurance	Subject to Deductible	Deductible & Coinsurance
Specialist Office Visit	\$ 15 copay	Deductible & Coinsurance	Subject to Deductible	Deductible & Coinsurance
Outpatient Surgical Services	\$ 50 per visit	Deductible & Coinsurance	Subject to Deductible	Deductible & Coinsurance
Diagnostic X-Ray / Lab Examination	No charge	Deductible & Coinsurance	Subject to Deductible	Deductible & Coinsurance
Complex Imaging (MRI, CAT, PET, etc )	No charge	Deductible & Coinsurance	Subject to Deductible	Deductible & Coinsurance
Prenatal and Postnatal Maternity Care	\$ 15 initial visit only	Deductible & Coinsurance	Subject to Deductible	Deductible & Coinsurance
Outpatient Rehabilitation	No Charge (50 visit max)	Deductible & Coinsurance	Subject to Deductible	Deductible & Coinsurance
<b>MENTAL HEALTH CARE:</b>				
Outpatient Treatment	\$ 15 copay	Deductible & Coinsurance	Subject to Deductible	Deductible & Coinsurance
Inpatient Treatment	\$100 per admission	Deductible & Coinsurance	Subject to Deductible	Deductible & Coinsurance
<b>SUBSTANCE ABUSE:</b>				
Outpatient Treatment	\$ 15 copay	Deductible & Coinsurance	Subject to Deductible	Deductible & Coinsurance
Inpatient Treatment	\$100 per admission	Deductible & Coinsurance	Subject to Deductible	Deductible & Coinsurance
<b>ALLERGY CARE:</b>				
Office Visit	\$ 15 copay	Deductible & Coinsurance	Subject to Deductible	Deductible & Coinsurance
Injections	No charge	Deductible & Coinsurance	Subject to Deductible	Deductible & Coinsurance
<b>HOSPITAL CARE:</b>				
Semi Private Hospital Admission	\$100 per admission	Deductible & Coinsurance	Subject to Deductible	Deductible & Coinsurance
Skilled Nursing and Rehabilitation Facilities	\$100 per admission	Deductible & Coinsurance	Subject to Deductible	Deductible & Coinsurance
Rehabilitative services	No charge	Deductible & Coinsurance	Subject to Deductible	Deductible & Coinsurance
<b>HOME HEALTH CARE:</b>	No charge	\$50 Ded & Coinsurance	Subject to Deductible	Deductible & Coinsurance
<b>EMERGENCY CARE:</b>				
Walk-in Center	\$ 15 per visit	Deductible & Coinsurance	Subject to Deductible	Deductible & Coinsurance
Emergency Room (waived fee if admitted)	\$ 50 per visit	\$ 50 per visit	Subject to Deductible	Same as In-network
Ambulance Service	No charge	No charge	Subject to Deductible	Same as In-network
Urgent Care	\$ 25 per visit	Not covered	Subject to Deductible	Not Covered
<b>Prescription Drugs:</b>				
Generic Tier 1 Drugs	\$ 5	Deductible & Coinsurance	Subject to Deductible	Deductible & Coinsurance
Listed Brand Tier 2 Drugs	\$ 20	Deductible & Coinsurance	Subject to Deductible	Deductible & Coinsurance
Non-listed Brand Tier Drugs	\$ 30	Deductible & Coinsurance	Subject to Deductible	Deductible & Coinsurance
Mail Order	\$ 0	Deductible & Coinsurance	Subject to Deductible	Deductible & Coinsurance
Annual maximum	Unlimited	Deductible & Coinsurance	Unlimited	Deductible & Coinsurance

## APPENDIX C – DENTAL INSURANCE SUMMARY

*When scheduling treatment, it is important to consult with your dentist about the estimated cost for services.*

COPAY DENTAL BENEFITS	Participating Dentist	Non-Participating Dentist
Covered Services include: Oral Examinations Periapical and Bitewing X-rays Topical fluoride applications for those under 19 Prophylaxis, including cleaning, scaling, and polishing Repair of dentures Palliative emergency treatment Routine fillings consisting of silver amalgam and tooth color materials ; including stainless steel crowns (primary teeth) Simple extractions Endodontics including pulpotomy, direct pulp capping and root canal therapy (excluding restoration)	80% of the dentists usual charge or 80% of the usual and customary and reasonable charge determined by Anthem, whichever is less	Member is responsible for the difference between the amount paid by Anthem (80%) and the fee charged by the dentist.
DENTAL RIDER A	Participating Dentist	Non-Participating Dentist
Benefits provided : Inlays (not part of a bridge) Onlays (not part of a bridge) Crown (not part of bridge) Space Maintainers Oral surgery consisting of fracture and dislocation treatment, diagnosis and treatment of cyst and abscess, surgical extractions and impaction Apicoectomy <i>No payment for replacement crowns, inlays, or onlays provided less than 5 years following                      (re)placement</i>	50% of the dentists usual charge or 50% of the usual and customary and reasonable charge determined by Anthem, whichever is less	Member is responsible for the difference between the amount paid by Anthem (50%) and the fee charged by the dentist.
DENTAL RIDER B	Participating Dentist	Non-Participating Dentist
Prosthetic Services : Dentures , full and partial Bridges, fixed and removable Addition of teeth to partial dentures to replace extracted teeth <i>no payment for a denture or bridge replacement provided less than 5 years following                      (re)placement</i>	50% of the dentists usual charge or 50% of the usual and customary and reasonable charge determined by Anthem, whichever is less	Member is responsible for the difference between the amount paid by Anthem (50%) and the fee charged by the dentist.
DENTAL RIDER C	Participating Dentist	Non-Participating Dentist
Periodontal Services : Gingival curettage Gingivectomy and gingivoplasty Osseous surgery , including flap entry and closure Mucogingivoplastic surgery Management of acute infection and oral lesions <b>\$500.00 yearly Max</b>	50% of the dentists usual charge or 50% of the usual and customary and reasonable charge determined by Anthem, whichever is less	Member is responsible for the difference between the amount paid by Anthem (50%) and the fee charged by the dentist.

Eligible children who are enrolled in the dental insurance are covered up to age 19.

***\*This does not constitute your health plan or insurance policy. It is a general description.***