AGREEMENT

BETWEEN THE CITY OF MERIDEN

And

MERIDEN FIRE LOCAL #1148

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

AFL – CIO

July 1, 2015– June 30, 2018

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Contract between the City of Meriden and
Meriden Firefighters Local #1148
International Association of Firefighters, AFL-CIO

1000 The following contract, effective as of the first day of July, 2015, by and between respectively, the City of Meriden, hereinafter referred to as the "City", and Local #1148, International Association of Fire Fighters, hereinafter referred to as the "Union," is designed to promote and maintain a harmonious relationship between the City of Meriden and such of its employees who are within the provisions of this Contract, in order that more efficient and progressive service may be rendered.

1010 Neither the City nor the Union shall discriminate against any employee covered by this Agreement in a manner which would violate any applicable laws because of race, creed, color, national origin, age, sex, political affiliation or physical disability.

1020 If any provisions of this Agreement, or the application of such provision, should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of the Agreement shall remain in full force and effect. The parties shall renegotiate the invalidated provision.

ARTICLE I
Recognition

1030 The City hereby recognizes the Union as the exclusive representative and bargaining agent for the bargaining unit, consisting of all uniformed and investigatory positions within the Meriden Fire Department, except that of Chief Engineer and Deputy Chief.

ARTICLE II
Payroll Deduction of Union Fees, Dues and Assessments

1040 **Section 1.** The City shall weekly deduct Union Dues, initiation fees, fines, and assessments 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 wage except when authorized by the employee on an appropriate form, a copy of which must be submitted to the City's Personnel Director. Such authorization shall be for the life of the Contract and shall be continued thereafter if a contract exists between the City and the Union.

1050 **Section 2.** As a condition of employment, all employees who are members of the bargaining unit on the date this agreement is executed shall be members of the Union in good standing. All employees who are hired thereafter, shall, as a condition of continued employment, become and remain members in good standing of the Union on and after the completion of the thirty (30) day period commencing with the

effective date of their employment, provided that any such employee may voluntarily join the Union during such thirty (30) day period if he/she so desires.

ARTICLE III
Employees to Receive Copies of the Contract

1060 The City shall give to the Union President one hundred and twenty-five (125) copies of this Contract, within ninety (90) days after ratification and the signing of same, for purposes of distribution among its membership, and to each new employee when hired.

ARTICLE IV
Bulletin Boards

1070 **Section 1.** The City shall furnish separate bulletin boards, located in respective firehouses for the posting of notices concerning Union business and activities.

1080 **Section 2. Electronic Communications** - the City will allow e-mail access for up to eleven (11) union officials at the firehouses and work locations of such individuals for official union notification and information regarding Local #1148. Said e-mail shall be subject to all policies and procedures for electronic media issued by the City. The Chief and Deputy Chief shall have access to said e-mail for the purpose of monitoring compliance with City policies.

ARTICLE V
Grievance Procedure

1090 **Section 1.** No permanent employee shall be removed, dismissed, discharged, suspended, fined, or reduced in rank except for just cause. Should any employee or group of employees feel aggrieved concerning disciplinary action, his/her or their wages, hours or conditions of employment, as agreed to hereunder, all of which wages, hours and conditions are controlled by this Contract, adjustment shall be sought as follows:

1100 (a) The Union shall submit such grievance in writing to the Chief of the Fire Department within ten (10) working days of the event giving rise to the grievance, setting forth the nature of the grievance, including specific reference to the clause or clauses of the Contract which the Union believes have been violated. Within five (5) working days after said Chief receives such grievance, the Chief shall arrange to and shall meet with the representatives of the Union for the purpose of adjusting or resolving such grievance.

1110 (b) If such grievance is not resolved to the satisfaction of the Union by the Chief within seven (7) days after such a meeting, the Union may present such grievance in writing within seven (7) days thereafter to the Personnel Director. Within seven (7) days after said Personnel Director receives such grievance, the Personnel Director

shall respond in writing or meet with the Union in an attempt to resolve said grievance.

1120 (c) If such grievance is not resolved to the satisfaction of the Union by the Personnel Director, the Union may within ten (10) days thereafter submit the dispute to arbitration by the Connecticut State Board of Mediation and Arbitration. Said Board shall hear and act on such dispute in accordance with its rules and render a decision which shall be final and binding on all parties. In the event such dispute involves disciplinary action, the Board of Mediation and Arbitration will have the power to uphold the action of the City or to rescind or modify such action, and such powers shall include, but shall not be limited to the right to reinstate a suspended or discharged employee with full back pay.

1130 (d) Nothing contained herein shall prevent any employee from presenting their own grievance and representing themselves.

1140 (e) Time limits provided for herein may be extended by written agreement of the parties.

1150 **Section 2.** Should the City feel aggrieved concerning the conduct of any employee or group of employees or the Union, which conduct is controlled by this Contract, adjustment may be sought as follows:

1160 (a) The City, acting through the City Manager or a designated representative(s), shall submit such grievance in writing within ten (10) working days of the event giving rise to the grievance to the President of the Union setting forth the nature of the grievance. Within five (5) working days after receipt of such grievance, said President and representatives of the Union shall arrange to and shall meet with representatives of the City for the purpose of adjusting or resolving such grievance.

1170 (b) If such grievance is not resolved to the satisfaction of the City within seven (7) days after such meeting, the City, acting through the City Manager or his designated representative(s), may submit such grievance in writing, within seven (7) days thereafter, to the Executive Board of the Union by means of a letter addressed to the Secretary of the Union. Within seven (7) days after said Secretary receives such letter, said Executive Board shall, if necessary, make their recommendation to the membership of the Union, and said membership shall, at its next regular meeting or at a special meeting called for such purpose, take such action as is deemed necessary to dispose of the grievance.

1180 (c) If such grievance is not resolved to the satisfaction of the City by the Union within thirty-five (35) days after said Secretary receives such letter, the City, acting through the City Manager or his designated representative(s) may within ten (10) days thereafter, submit the dispute to arbitration by the Connecticut State Board of Mediation and Arbitration. Said Board shall hear and act on such dispute in

accordance with its rules and render a decision which shall be final and binding on all parties.

1190 (d) The time limits provided for herein may be extended by written agreement of the parties.

1200 **Section 3.** The cost, if any, for the services of the arbitrator or arbitration panel shall be apportioned equally between the City and the Union. Any costs undertaken unilaterally by any of the parties in the preparation of, or in the presenting of an arbitration case, except as is provided for in Section 2 of Article VI, shall be borne by the party undertaking such costs.

ARTICLE VI
Union Business Leave

1210 **Section 1.** Five (5) 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.

1220 **Section 2.** 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 during which such members are scheduled to be on duty.

1230 **Section 3.** Such Officers and Members of the Union Local, as may be designated by the Union shall be granted leave from duty with full pay for Union business, such as attending labor conventions, educational conferences, monthly meetings, state association meetings, and public hearings related to the Department, provided that the total leave for the bargaining unit for the purpose set forth in this Section shall not exceed three hundred (300) hours taken in four (4) hour minimum allotments, in any calendar year. There shall be not more than two (2) employees per shift granted such leave at the same time for the same event. The Chief, at his sole discretion, may allow up to two (2) more union members release time when asked by the local.

Unused leave up to a maximum of forty (40) hours may be carried forward to the next calendar year.

1240 **Section 4.** In the event the Department requests the Color Guard or other Union members, such time will not be counted against union leave time. In the event the Color Guard wishes to attend an event, they may, with the Chief's permission, use union leave time.

1250 Community events, at which firefighters participate as a show of Community Spirit, are not eligible for union leave time.

ARTICLE VII
Paid Holidays

1260 Section 1. Each employee shall receive holiday pay for each of the following legal holidays: New Year's Day, Lincoln's Birthday, Washington's Birthday, Martin Luther King Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day. Each day of holiday pay for each employee shall be computed by multiplying their scheduled hourly rate by twelve (12) hours.

1270 **Section 2.** In the event of an unforeseen national or state holiday and it is declared as such and is in fact celebrated by the municipality, each employee shall receive an additional day of holiday pay.

1280 **Section 3.** Each employee in the bargaining unit who works a work shift which starts on any of the legal holidays as mentioned in Section 1, except for Christmas, New Year's, and Good Friday in addition to the benefits hereinbefore provided, and in addition to all other benefits to which the employee is entitled, shall receive six (6) hours pay (the employees scheduled hourly rate multiplied by six (6) hours for each such working shift.) Premium holiday pay shall be paid for the day officially designated by the State of Connecticut as the holiday. This will not necessarily be the same day celebrated by other Municipal or State employees. For example, July 4th will be the holiday on which every day it falls on.

1281 Good Friday premium shall only be paid for the day shift on Good Friday and the day shift on Easter Sunday.

1290 Christmas and New Year Holiday premium pay will be calculated between the hours of 1730, December 24 through 1730, December 25 and 1730, December 31 through 1730, January 1.

All employees hired to an existing or newly created forty - (40) hour position, will receive a day off with pay for all holidays outlined in this Article. This day may not be the day the holiday is actually celebrated but will be the day designated as the holiday by the municipality. Employees will not receive holiday pay in addition to the day off. This will not apply to current firefighters promoted into a forty- (40) hour position.

ARTICLE VIII
Work Week

1300 **Section 1.** For the purpose of computing weekly salary and work hours, the workweek for all employees who regularly perform firefighting duties shall be an

average of not more than forty-two (42) hours computed over an eight (8) week period. The work schedule for the workweek provided for herein shall consist of day tours of duty of ten (10) hours each and of night tours of duty of fourteen (14) hours each and shall not exceed three hundred and thirty-six (336) hours over an eight (8) week period. The present work schedule shall continue in effect for the duration of this contract unless a change is mutually agreed to by and between the City and the Union.

Section 1. For the purpose of computing weekly salary and work hours, the workweek for all employees who regularly perform firefighting duties shall be an average of not more than forty-two (42) hours computed over an eight (8) week period.

Effective April 3, 2016 the schedule will be; 24 hours on duty (Day tour followed by a night tour of the same group / 48 hours off duty / 24 hours on duty (Day tour followed by a night tour of the same group / 96 hours off duty. This schedule will be in effect for a one (1) year trial period after such both sides will discuss any issues. If no issues necessitate reverting to the prior schedule, the present work schedule shall continue in effect for the duration of this contract unless a change is mutually agreed to by and between the City and the Union.

Should the schedule change inflict additional hours worked on an employee's regular scheduled hours during the pay period of the change no overtime will be paid. Should the schedule change result in less hours worked on an employee's regular scheduled hours during the pay period of the change no deduction shall be made.

1310 **Section 2.** The workweek of all employees who are not covered by Section 1 of this Article shall be forty (40) hours based on a five (5) day, Monday through Friday, eight (8) hours per day schedule. The workweek of the Division Chief of Training shall be a forty (40) hour week. The schedule shall be one mutually agreed upon by the City and the employee. In the event that a mutually agreeable schedule cannot be agreed upon, the work week shall be Monday through Friday.

1320 **Section 3.** Whenever a member is transferred from one group to another, the employee shall be given seven (7) days notice before the effective date of the transfer. Should an employee be transferred from one group to another, the Chief will review all shifts that would have been worked in the eight (8) week period specific in Section 1. No employee will work additional shifts due to transfer. Time off will be granted if necessary; no employee shall work two (2) shifts in a twenty-four (24) hour period due to a transfer. No employee shall be temporarily detailed from one group to another.

1325 **Section 4.** When due to a transfer an employee would have to work more than the three hundred and thirty-six (336) hours in the eight (8) week period he will either be compensated with overtime for extra hours or given the time off at the City's discretion.

ARTICLE IX
Overtime

1330 **Section 1 (a).** Whenever any employee who regularly performs firefighting duties works in excess of his regularly assigned workweek or work schedule, as provided for in Article VIII, in addition to any other benefit to which they may be entitled, they shall receive one and one-half (1 1/2) times their regular hourly rate, multiplied by twelve (12) hours if such overtime work is for a full tour of duty or majority portion, or multiplied by the actual number of hours of such overtime work if such overtime is for less than a full tour of duty, except that when such an employee is called back from off duty for overtime work, they shall be paid for a minimum of four (4) hours multiplied by one and one half (1 1/2) times their regular hourly rate except and are mandated to return;

All overtime shall be paid in fifteen (15) minute increments rounded up.

Whenever any employee who is on an assigned overtime as defined within section 1(a) of this Article, goes off duty sick he/she shall be paid hour by hour at 1 ½ rate and his/her replacement will be compensated at 1 ½ times their regular rate multiplied by the hours worked or as otherwise specified within this contract;

1340 When manpower falls below minimum during a work shift, overtime shall not be required when one and one half (1 1/2) hours or less remain in that shift. If a vacancy occurs more than one hour and one half (1 1/2) before a shift change but less than four (4) hours 5:30 P.M. and 7:30 A.M. the Department will call in from the incoming shift and pay hour for hour OT, no minimum. The calls will be to:

1350 **Section 1 (b).**

First firefighters (who are City residents) from the station with the vacancy.
Next call will be to anyone (who is a City resident) from the entire incoming group.
Go off incoming shift - regular rotation (pay four (4) hours.)

1360 **Section 2. (a)** Whenever any employee who is assigned to the Bureau of Fire Prevention, works in excess of their regularly assigned workweek or work schedule, as provided for in Article VIII, in addition to any other benefit to which they may be entitled, they shall receive one and one-half (1-1/2) times their regular hourly rate multiplied by the actual number of hours of such overtime work, except that when such an employee is called back from off duty for overtime work, they shall be paid for a minimum of four (4) hours multiplied by one and one-half (1-1/2) times their regular hourly rate. A rotating, on call list of all Connecticut State certified fire investigators assigned to the Bureau of Fire Prevention shall be maintained by the

Fire Marshal. Whenever any employee assigned to the Bureau of Fire Prevention attends an Inspector's certification course, schools, seminars, and conferences scheduled by the Chief or Deputy Chief, costs shall be paid by the Fire Department and time off shall be granted to attend the above. Compensatory time at the rate of one and one half (1-1/2) times may be substituted for overtime pay when Bureau personnel work in excess of their regularly scheduled workweek for the purpose of attending the above.

Call Back

For the 3/1/16 – 2/28/17, as a pilot, the Fire Department shall first try the City phone and if no answer will utilize a phone number of the member's choice for the purpose of overtime and call-in provided such choice of number does not, in the City's discretion, cause a hardship.

Effective July 1, 2016, when an employee in the Fire Marshal's office is assigned for a week on call they will get 4 hours of comp time. Only one employee may be on call in a week and get the four (4) hours. Such time may be used upon request of the Fire Marshal. Comp time must be used and will not be paid out upon separation of service, retirement, or resignation unless earned 30 days or less prior to last work day. While on call employees must answer all call ins and be available to respond.

1370 **Section 2 (b)** Whenever the Division Chief of Training works in excess of his/her regular forty (40) hour week in the capacity of Training, he/she shall receive in addition to all other benefits to which he/she is entitled, one and one half (1-1/2) time his/her regular hourly rate multiplied by the actual number of hours of such overtime work, except that when said employee is called back from off duty for work he/she shall be paid a minimum of one hour multiplied by one and one half (1-1/2) times his/her regular hourly rate. For the purpose of this Article, the regular hourly rate of the Division Chief of Training shall be his/her weekly rate divided by forty (40). When attending schools, seminars, and conferences scheduled by the Chief or Deputy Chief, costs shall be paid by the Fire Department and time off shall be granted to attend the above. Compensatory time at the rate of one and one half (1-1/2) times may be substituted for overtime pay when the Division Chief of Training works in excess of his/her regularly scheduled workweek for the purpose of attending the above.

1380 **Section 3.** For the purpose of overtime, call-back is to be interpreted as a situation in which an employee has left after a full tour of duty and he/she is called back to work an overtime shift, thereby being somewhat inconvenienced. If he/she is informed of this overtime work before the end of a tour and merely works an extended number of hours, then this shall not be construed as a call-back situation.

1390 **Section 4.** In the event that overtime work is required to cover a shortage in any firefighting company, such overtime work shall be worked by an employee holding the same classification (i.e. Fire Officer, or Firefighter), as that held by

the employee who was last to report off duty, and who thereby caused such shortage. In the event that two or more employees of different classifications (i.e. Fire Officer, Firefighter) report off duty at exactly the same time, and such employees are last to report off duty thereby creating a shortage of one (1) employee which requires overtime work in an firefighting company, such overtime work shall be alternated between employees holding positions in such classifications, one day for one classification, the next day for the other classification. The Division Chief of Training is not eligible for overtime.

1400 **Section 5.** The Chief shall establish one overtime roster consisting of all Assistant Chiefs department wide, all Fire Captains - Fire Lieutenants department-wide, and one roster consisting of all firefighters department-wide. In the event there is a shortage of an Assistant Chief, and manpower department-wide falls below twenty-one (21) people, an Assistant Chief shall fill such overtime assignment except when an acting assignment has previously been made. In the event there is a shortage of an Assistant Chief and manpower department-wide is twenty-one (21) or more people, the senior Captain on duty shall be an Acting Assistant Chief as provided by Article X. If there is a shortage of an Assistant Chief and manpower department-wide is twenty-one (21) or more people, and there is no Captain regularly scheduled to be on duty that day, the overtime assignment shall be filled by an Assistant Chief except that if there is no Assistant Chief who is physically able to work an Assistant's Chief's assignment, such overtime shall be worked by a Fire Captain in rotation from the Fire Captain - Fire Lieutenant overtime roster, and said Fire Captain shall be paid for such overtime at the Assistant Chief's rate of pay. All overtime assignments shall be rotated among employees on the appropriate roster as hereinbefore provided.

1410 **Section 6.** Except as hereinbefore provided to the contrary, any employee who works an overtime assignment or who refuses an overtime assignment, and not otherwise, shall have his/her name placed at the bottom of such rotating list. In the event that an employee who regularly performs firefighting duties works overtime for less than a majority portion of a full tour of duty and is paid for less than a full tour of duty, he/she shall remain at the top of the overtime roster.If a member is schedule for a fire related training class or college course work he/she may refuse an overtime request without penalty of having the overtime card rotated to the bottom of the list.

1420 **Section 7.** When a member of the bargaining unit is attending any outside Fire Training Program by order of the City and/or the Chief, he/she shall be relieved of any firefighting duties and shall not be called to fill an overtime assignment while so engaged until he/she resumes firefighting duties. In the event that an employee is scheduled for a Department event or as an officer or committee member in a Union event, or an employee is on military leave, (which includes members of the National Guard and Reserve components of the United States Armed Services). These employees may refuse the overtime assignment without the member's position on any overtime list being affected. This Section shall not under any circumstances cause said member to lose his/her position on the overtime roster.

1430 **Section 8 (a).** Whenever possible, all overtime assignments shall be scheduled seven (7) calendar days in advance of the date on which such assignment is to be worked. In the event that the on-duty group chief officer has called all of the employees on the appropriate rotating overtime roster who are eligible to work a certain overtime assignment, and no such employee voluntarily accepts such overtime assignment, such on-duty chief officer shall order the first eligible employee who answers the call to work such overtime assignment. The person who is ordered to work the overtime will have their card returned to the original place in rotation of when it was refused.

1435 **Section 8 (b).** Overtime assignments shall be called by the shift commander starting at 1800 hours except when the shift commander is engaged in response to an emergency.

1436 Section 8 (c). If the overtime position requires a specific need for a qualified driver, or tiller operator, individuals not holding that qualification will be passed over for the overtime.

1440 **Section 9.** If a member is called in from off duty to provide Public Fire Education presentations scheduled by the department, he/she shall be paid for the actual number of hours worked at one and one half (1-1/2) times his/her regular hourly rate.

1450 **Section 10.** Members selected for this duty shall be taken from a rotating list established by the Chief, consisting of members that have indicated their desire to perform this duty by signing an appropriate list and have been certified by the Department as competent in Public Fire Education presentation deliveries. The method used to determine qualification shall be developed by a committee comprised of Union and Management personnel, respectively appointed by the Union and the Fire Chief. The Committee shall not exceed three (3) members from each group.

1460 **Section 11.** If an employee does not work a scheduled work shift immediately prior to an overtime assignment because of illness or injury, the assignment shall be canceled and the employee's name placed back on the rotation list in the proper order. In the event of an Undesignated Sick Leave Day, the overtime assignment that the employee is scheduled for may be kept or cancelled by the employee at the time they call in to use their Undesignated Sick Day.

1465 **Section 12:** An on duty employee, who is offered an overtime for the immediate touching shift, may refuse such overtime assignment with no penalty.

1466 **Section 13** If a member is scheduled for an approved (by the fire chief or deputy) fire related training class or college course work he/she may refuse an overtime request without penalty of having the overtime card rotated to the bottom of the list.

ARTICLE X
Acting Officers

1470 **Section 1.** Whenever any employee works in a higher classification than his/her regular classification, i.e., Acting Assistant Chief, Acting Captain, or Acting Lieutenant, he/she shall receive the maximum salary rate including holiday pay of the higher classification in which he/she serves in the acting capacity.

1480 **Section 2.** Each assignment to Acting Officer shall be offered in order of seniority first to Firefighters with five (5) or more years of service, who work on the same day and in the same Fire Company in which the Officer being covered is absent, and who are qualified in the judgment of the Fire Chief to serve as an Acting Officer. In the event that there are no qualified Firefighters who are scheduled to work in such Fire company on such day, or if all such qualified Firefighters in such company refuse to accept such offer to serve as an Acting Officer, such assignment shall be offered in order of seniority to all qualified Firefighters in the other Fire Companies who are scheduled to work on such day. In the event that such acting assignment is not filled by either of the foregoing procedures, the Officer in charge of the group shall order the first Firefighter who had been offered the assignment, to fill such Acting Officer assignment. The Acting Captain assignment in each Fire Company shall be given to the Lieutenant in such Fire Company with the most seniority who is qualified in the judgment of the Fire Chief to serve as an Acting Captain.

1490 **Section 3.** The Acting Assistant Chief assignment shall be given to the Fire Captain with the most seniority in such rank who is scheduled to work on the day such Assistant Chief is absent. With regard to Acting Assistant Chief assignments only, the provisions of Section 1 of this Article shall not apply. Bargaining unit members holding the rank of Fire Captain shall not have the right to refuse an Acting Assistant Chief Assignment unless no other Captain accepts the assignment. If the Fire Chief makes a judgment that an employee is not qualified to serve in an acting capacity in a certain classification, the employee adversely affected by this judgment may grieve this decision in accordance with the provisions of Article V of this contract, except, should an individual be denied the right to serve in an acting capacity because of his/her failure to pass the most recent promotional examination for the rank involved, he/she shall not have the right to grieve this decision.

1500 **Section 4.** The provisions of Section 2 of this Article notwithstanding, no employee shall be offered an assignment to serve in an acting capacity in a higher classification than his/her regular classification unless he/she signs a roster, prescribed by the Fire Chief, affirming his/her desire to be offered such assignments. Each such roster shall remain in effect until the employee indicates to the Chief in writing of a change in status. Status cannot be changed more than once every twelve (12) months. Employees who sign the roster indicating they do not desire to be offered an acting assignment shall not be offered an assignment. Employees indicating that they will accept an acting assignment cannot refuse any assignments offered department-wide if such acceptance has been indicated on said roster. The

Fire Chief shall make certain that each employee is given the opportunity to sign the first roster and each roster established thereafter in accordance with this Section.

For an employee who is hired on or after July 1, 2002, the employee must be on the current promotional list (or most recent list, in the absence of a current list).

1510 **Section 5.** The Training Officer shall not be eligible for any Acting Officer's assignments, and no other employees shall act in their place during their absence unless appointed by the Chief as provided by the Policies and Procedures for Personnel of the City of Meriden.

ARTICLE XI
Vacations

1540 **Section 1.** In each calendar year, each employee who has or will have one (1) but less than five (5) years of municipal service on December 31 of such calendar year, shall receive two (2) weeks of vacation leave with pay; each employee who has or will have five (5) but less than ten (10) years of municipal service on December 31 of such calendar year, shall receive three (3) weeks of vacation leave with pay; each employee who has or will have ten (10) but less than twenty (20) years of municipal service on December 31 of such calendar year, shall receive four (4) weeks of vacation leave with pay; each employee who has or will have twenty (20) or more years of municipal service on December 31 of such calendar year, shall receive five (5) weeks of vacation leave with pay.

1550 **Section 2** Each employee shall receive one additional "floating" holiday which they may take off with pay on any of his/her regularly scheduled work shift at their convenience, subject to restrictions in Section 3 below.

1560 **Section 3.** Bargaining unit employees who regularly perform firefighting duties may choose their vacation leave for any time throughout the calendar year. The Chief shall have the right to limit the number of such employees who may be off duty simultaneously on vacation leave or floating holiday a total of nine (9) people per group. There shall be no more than one Assistant Chief on vacation leave or floating holiday at any one time and the Fire Marshal and Deputy Fire Marshal shall not be off-duty simultaneously on vacation. On a trial basis from the first full month from signing of the contract through 6/30/2017, the Parties agree to increase the number of employees from 7 to 9.

Bid Language For Vacation: For the purpose of this section, only vacations should be put in for consecutive seven (7) day periods which incorporates four (4) or five (5) shifts. The first week of November each year, employees may bid for vacation periods for the next year such that all employees will be given the opportunity to choose their vacation leave based on seniority. All employees shall select three (3) choices for all weeks of vacation. The employees with the greatest seniority shall be

given first preference on their first two (2) weeks of leave. After all of these selections have been scheduled, then all other vacation selections will be scheduled.

In the event of a conflict over the choice of vacation weeks, preference shall be given to the employee with the greatest amount of regular fire department service, except that any employee who is entitled to a third and/or fourth week of vacation leave, shall not choose same until every employee who is entitled to two (2) weeks vacation or less has chosen same, and except that any employee who is entitled to a fifth week of vacation leave, shall not choose same until each employee who is entitled to four (4) or less weeks has chosen same.

An employee may take December 24th and December 25th off only if they take a block week including those two days.

Members may elect to split all vacation weeks thereby using four (4) regularly scheduled work shifts at a time for each week they choose to split (for forty-two) hour personnel, and five (5) regularly scheduled work days at a time for each week they choose to split (for forty (40) hour personnel), unless an alternative work schedule has been agreed upon by the employee and the Chief in which case such days off will be defined by the agreed upon work schedule.

Vacation days are subject to the following conditions and limitations: employees shall indicate their desire to utilize this benefit on their original vacation request submitted for the coming calendar year. Should an eligible employee elect not to utilize this benefit on his/her original vacation request, the request shall not be changed during the remainder of said calendar year.

Requests to schedule one or more days or shifts of vacation leave, or a floating holiday, with the Assistant Chief shall be taken between 0700 – 1800 hours, no less than a minimum of twenty-four (24) hours notice and a maximum of fourteen (14) days notice. The first member to give notice shall be given preference. In the event of a conflict (i.e., two or more members give notice at the same time for the same date), preference shall be given to the employee with the greatest amount of regular Fire Department service.

Each employee may utilize four (4) of these vacation days per year which may be requested with no less than one (1) hour notice.

Employees may withdraw these requests up to seven (7) days in advance of the scheduled day if no hire has been made or with the permission of the Chief or designee.

Requests to schedule vacation, earned days or floating holiday shall not be taken for December 24 and 25.

Forty (40) hour personnel are not subject to these limitations.

1618 In unusual circumstances the Chief may waive the foregoing restrictions. Four (4) days of vacation leave may be carried over to the following calendar year which must be used and cannot be paid out.

1620 Members shall use their vacation days and floating holidays prior to the end of the eligible year subject to the above restrictions or lose the unused days. Unused vacation days or floating holiday, shall not be carried forward to the next calendar year except in the event of long term illness or injury that has prevented the employee from using said vacation.

1625 Failure to submit vacation requests by the deadline stipulated in the general order shall result in the forfeiture of seniority rights for vacation preference for that calendar year.

1630 **Section 4.** In the event that an employee is entitled to vacation leave at the time of retirement or death, the employee or their spouse, as the case may be, shall receive one (1) week of vacation pay for each week of such leave, and receive one (1) day of vacation pay for each day of partial week of such leave. If such an employee should die and does not have a surviving spouse, such vacation pay shall be paid to their estate.

1640 **Section 5.** For employees hired on or after January 1, 2012, vacation shall accrue on a monthly basis beginning the first full year of employment and not be given up front. Employees may borrow the amount of time they will earn in a year by filling out a form provided by the City.

ARTICLE XII
Sick Leave

1650 **Section 1.** Each employee shall earn one and one-quarter (1-1/4) working days of sick leave each month which he/she serves. In each fiscal year (payable in July) the City shall pay each employee hired before July 1, 2012 one hundred percent (100%), and for employees hired after July 1, 2012 fifty percent (50%), of all sick leave which they have to their credit in excess of ninety (90) working days of sick leave as of July 1 of each such year. Such payment shall erase all sick leave in excess of ninety (90) working days which they have to their credit on each such July 1 date. Payment of such sick leave in excess of ninety (90) working days shall be computed in the same manner as terminal leave pay is computed under Article XXIV of this Contract.

1660 Whenever any employee exhausts their sick leave, such leave may be extended upon the approval of the Personnel Director upon application of such employee to the Chief.

1670 **Section 2.** Sick leave, as used in this Article, is defined as absence from work without loss of pay as a result of a bonafide illness or injury involving the employee or a member of the employees' household who requires the employees care.

1680 **Section 3.** If the Chief has reason to believe that an employee is malingering, the Chief may send said employee to a doctor of the City's choice at the City's expense. If an employee is absent on sick leave for three or more consecutive working days and was attended by a physician, the employee shall supply a statement from such physician upon returning to work.

1690 **Section 4.** On or about July 1 of each fiscal year, the Chief shall make available a list showing the amount of accumulated sick leave which each employee has on July 1 of such fiscal year. This list shall be available to each employee in each Fire Station for examination.

1695 **Section 5.** For employees hired before July 1, 2016, each non-probationary employee who works ninety (90) calendar days in a fiscal year without lost time (sick time, suspension, unpaid leave) shall be granted one (1) earned day. Up to four (4) earned days per year may be accumulated per calendar year.

Employees hired after July 1, 2016. Each non-probationary employee who works 180 calendar days in a fiscal year without lost time (sick time, suspension, unpaid leave) shall be granted one (1) earned day up to two (2) earned days and may be accumulated per calendar year.

Earned days will be treated as vacation days except:

Earned days earned after December 1 of each year may be carried over into the next calendar year for use in that year.

Unused earned days will not be paid out upon retirement unless earned less than ninety (90) days preceding retirement.

Charged or uncharged *sick time will result in the earned day clock being reset to the date of the charged or uncharged sick time.

*Employee who leaves after the majority portion of the shift.

1698 **Section 6.** The City and the Union realize that there may be times when an employee needs a day off from scheduled work for reasons other than sickness, vacation, and other allowed leave with pay. Therefore, the following sick leave time incentive is offered.

"An undesignated sick leave day," as used in this Article, is defined as absence from work without loss of pay for any reason upon formal notification to the Assistant Chief.

Effective January 1, 2009 each employee may elect to use two (2) of his/her accrued sick leave days as "undesignated sick leave days" in a calendar year.

An employee who elects to take an "undesignated sick leave day" shall follow the guidelines listed below:

1. The employee shall notify the Assistant Chief prior to the start of the scheduled work shift that he/she is electing to use an undesignated sick leave day.

2. An employee cannot take more than one (1) "undesignated sick leave day" in a work week.

3. An employee cannot take an "undesignated sick leave day" on any premium shift or a contractual holiday.

4. An employee cannot take an "undesignated sick leave day" when working a shift for another employee under "special leave."

5. An employee must have at least five (5) sick leave days prior to taking an "undesignated sick leave day."

6. "Undesignated sick leave days" will not stop the clock for earned time incentive.

7. "Undesignated sick leave days" not used, will accumulate, as always, toward the total contractual allotment of fifteen (15) annual sick leave days.

ARTICLE XIII
Injury Leave

1700 **Section 1.** Each employee who is injured or disabled in the performance of their duties shall be entitled to injury leave with full pay. Time lost because of injury leave shall not be deducted from their accumulated sick leave. No such employee shall be removed from the payroll until the Personnel Director and the Pension Board have reviewed his/her case and have expressly ordered such removal. Any employee, so removed, shall, upon his/her request, or upon the order of said Board, receive a disability pension in accordance with the provisions of the Charter of the City of Meriden and/or the Pension agreements.

The City shall supplement the Workers' Compensation rate up to the employees full pay for up to eighteen (18) months post-injury, provided that if the employee's treating physician gives an opinion that within six months after the expiration of 18 months the employee will be able to return to work, the supplement payment shall be extended for an additional six months up to 24 months total. Thereafter, the employee will receive his workers' compensation check only.

1710 **Section 2.** Each employee who receives or is entitled to receive injury leave with full pay under Section 1 of this Article shall also be required to give notice of claim for compensation to the Workers' Compensation Commissioner in accordance with the provisions of Section 31-294 of the Connecticut General Statutes. If such claim is contested by the City's Third Party Administrator (TPA) the employee shall be put on unapproved workers' compensation (formerly known as Q-time). Such employee shall , within 30 days, request said Commissioner to hear and resolve this dispute in accordance with the provisions of said Chapter 568, provided, however, no proceeding under said Chapter and no lack of decision by said Commissioner concerning such claim shall be used to deny any such employee the injury leave with full pay benefits to which he/she is entitled under Section 1 of this Article. If the employee's injury is not found to be compensable, any time given shall be deducted from the employee's sick bank first and then any other bank of leave time. If these are not sufficient such time will be deducted as time is earned, and should the employee retire before paying back the time, it will be deducted from the employee's pension. If such claim is resolved by a judgment of the Commissioner or by an agreement between the City and such employee, or his/her legal representative as the case may be, unapproved Workers' Compensation (formerly known as Q-time) or sick leave shall be changed to Workers' Compensation. In a judgment against a Third Party, the City shall have the right to claim the amount equal to weekly Workers' Compensation benefits which it was obligated to pay to such employee for such injury or disability, and such claim shall have precedence over the claim of such employee in the proceeds provided for in such judgment or agreement, after the deduction of reasonable and necessary expenditures, including attorney's fees, incurred by such employee in securing such judgment or in effecting such agreement. If such proceeds, after deducting the employee's expenses, as provided above, are more than sufficient to reimburse the City's claim, such employee shall return the amount of such claim to it, and the remainder, if any, of such proceeds, shall be retained by him/her.

1720 Each such employee, the Union President and his/her delegate, or in his/her absence, the Union Vice-President shall be granted leave with pay to attend meetings or conferences which are called by the Workers' Compensation Commissioner in connection with such claim, and which occur when they are scheduled to be on duty and where the employee has not retained private counsel of record.

1730 If an employee fails to give notice of claim required under this Section, or if an employee fails to request a hearing before the commissioner when such request is require under this Section, his/her absence from duty because of the disability for

which such notice is required, shall be charged against his/her sick leave under Article XII.

1740 **Section 3.** When an employee is out of work on Injury Leave with a loss of time, or is restricted or on light duty, a return-to-work certificate from a doctor will be required.

1745 **Section 4.** When an employee's treating physician indicates that they can return to light/limited/modified duty for an occupational injury, the employee notifies the Chief, or Deputy Chief, within 24 hours of such and submits a work ability form from the treating physician.

Upon receipt of the work ability form, the Chief, or his/her designee, will notify the employee of a light duty assignment and start date.

Employees will work their regular work schedule unless otherwise agreed. An employee who is in a work hardening or physical therapy program of 25 hours or more (example: 5 hours for 5 days including travel time) in a work week, may elect to have this constitute their regular work hours. The employee is required to have written proof from the vendor of the physical therapy or work hardening (plus hours attended and location).

If, due to occupational injury/illness, work hours are restricted by the treating physician, or physical therapy or work hardening is indicated, a part time schedule will be set to accommodate the above schedule within the work week.

Except for where otherwise noted, all light/limited/modified duty jobs are for all employees. This means that when on light duty an employee may be assigned to perform (within the restrictions of the light duty release); station housekeeping duties (sweeping, inside or outside), mopping, attend classroom training, and assist in the general administrative duties, within their rank classification of the station/division they are assigned.

All light/limited/modified duty tasks must be approved by the treating physician.

Employees that are assigned to light/limited/modified duty that take time off (i.e. vacation, personal or family leave, or illness unrelated to the occupational injury) will be charged accrued time.

Any employee able to work light/limited/modified duty will accrue time towards their earned days.

All determinations of medical condition, injury duration and approval of light/limited/modified duty or return to full duty will be made by the treating physician unless otherwise determined through appropriate hearing by the Workers' Compensation Commission.

The employee on light/limited/modified duty will be periodically evaluated by the treating physician for full return to work status and the case will be reviewed by the City Risk Manager and the City's Workers' Compensation Administrator.

The City, the City's Workers' Compensation Administrator, nor the employee will encourage any action which might jeopardize the employee's recovery from the injury/illness.

ARTICLE XIV
Special Leave

1750 **Section 1.** Employees' shall be granted special leave with pay for any day or days on which he/she is able to secure another employee to work in his/her place, provided:

1760 (a) Such substitution does not impose any additional costs on the City. In the event the person swapping in is unable to fully cover the shift due to a work related injury or light duty capacity and there is sufficient time (more than 24 hours) for the employee to find another swap, the employee may come to work or he/she will be charged a vacation day.

(b) To ensure the accountability of the shift swap process, only the employee scheduled to work, or the employee swapping with the one scheduled to work may call in the swap. It is the employee's responsibility to ensure that the swap was received and recorded by the Assistant Chiefs.

(c) In regards to day tours, such leave shall not exceed three (3) day tours per calendar month exclusive of overtime, holidays and Sundays.

(d) There shall be no monetary or other compensation agreement between the exchanging employees for special leave. Employees found to be compensating another employee (other than paying back (working) a swap) will be subject to disciplinary action.

(e) Effective upon ratification of this agreement, special leaves are to be repaid to the exchanging employee within a 365 day period of initial swap. Failure to repay any exchange within that allotted period will result in progressive discipline with a defined repayment time. Neither the Department nor the City is held responsible for enforcing any agreements made between employees. Any shifts currently owed to employees must be repaid within a 120 day window starting upon the signing of this contract. On the 121st day following the signing of this contract the counts shall be zeroed, and special leaves begin as if new.

(f) Based on the betterment of the department members, the Chief may:

At his discretion, allow special leave up to 20 consecutive shifts. This request must be in writing to the Chief, and indicate the general reason, and the expected period the extension is needed. The extension starts on the date noted in the request. These shifts are expected to be repaid. The repayment requirement begins on the date the individual returns to work. If the number of swaps exceeds 12, the repayment period shall be extended 30 days for each day over 12 to a maximum of 240 additional days.

In the event of a catastrophic event, the Chief may grant additional unlimited shift swaps not to exceed a 1 year period with no repayment required.

These requests are evaluated on a case-by-case basis, without prejudice.

1780 (c) Neither the Department nor the City is held responsible for enforcing any agreements made between employees.

1790 (d) The Chief may, at his discretion, allow additional special leave.

(e) Employees may request special leave up to eight (8) days in advance.

1800 **Section 2.** Effective January 1, 1987, the Division Chief of Training shall not be eligible to utilize the provisions of the Special Leave Clause except, the Training Officer may, with permission of the Chief's office, utilize such leave when it is not in conflict with his/her regularly scheduled work hours.

1805 **Section 3.** Any employee who is on light/limited/modified duty who wishes to utilize "special leave" to cover a shift will have to secure another member who is also on light/limited/modified duty.

Employees on light duty who occasionally need flexibility, who might have to use special leave, will be allowed a flexible schedule with notice to the Chief, Deputy Chief, or Shift Commander. The employee may flex their day or night shift.

The flexed shift is a "day shift for a day shift" and a "night shift for a night shift." The "flexed" shift must be made up within two weeks of the date of the "flexed off" shift.

Any employee who is on light/limited/modified duty may utilize "special leave" to cover a shift if they cannot flex above.

It is agreed that full duty firefighters fulfilling the swap can be utilized for fighting duties. The firefighter will stay in the assigned Fire Company, but will not be utilized in determining minimal manning.

Full duty Fire Officer fulfilling a swap with a light duty Officer can be utilized outside the assigned Fire Company for duties assigned by the Chief or his/her designee, but will not be utilized in determining minimum manning.

ARTICLE XV
Emergency Leave

1810 **Section 1.** Emergency Leave may be granted Firefighters by their company officers, and Emergency Leave may be granted all officers by the on-duty group Assistant Chief, and emergency leave may be granted Assistant Chiefs by the Deputy Chief or Chief for the purpose of attending to accidents, injuries, home problems of a serious nature including and involving their immediate families.

1820 **Section 2.** Company Officers may excuse members from duty for a period not to exceed four (4) hours to attend funerals or visit sick members of their families provided their group will be maintained at its minimum manpower strength. Officers' requests for same may be granted by the on-duty group chief officer and, in the case of Assistant Chiefs, such leave may be granted by the Chief and Deputy Chief. Such leave shall not impose any additional costs on the City.

1830 **Section 3.** An employee leaving for an emergency situation as defined above shall have up to three (3) hours uncharged per incident.

(a) If the employee contacts his/her on duty officer or shift commander within one and one half (1 ½) hours of leaving the station and notifies him and returns within the three (3) hours no time shall be charged and no overtime will be hired. If an employee does not call back within one and one half (1 1/2) hours he/she shall be charged sick leave from that time on and the appropriate scheduling change made at that time.

(b) An employee who calls back within the one and one half (1 ½) hours and informs his/her on duty officer or shift commander that he/she will not be returning to duty shall be charged sick leave from the time of the call on and the appropriate scheduling change made at the time of the call.

1840 Overtime requirements due to emergency leave shall be set forth as outlined in Article IX. Acting officer pay as a result of absence by officers on Emergency Leave shall not be paid unless the Emergency Leave extends to more than four (4) hours.

ARTICLE XVI
Funeral Leave

1860 Each employee shall be granted leave with pay not to exceed five (5) shifts in the event of a death for the purpose of attending to the funeral arrangements and mourning. For the purpose of this Section family shall include the following:

mother, father, spouse, child, sister, brother, grandchild, step child who lived with the employee or any other relative who lives with the employee.

Each employee shall be granted leave with pay not to exceed three (3) shifts in the event of a death of his/her immediate family for the purpose of attending to the funeral arrangements and mourning. For the purpose of this section, the term "immediate family" shall include the following: grandmother, grandfather, step mother, step father, step child who did not live with the employee, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, aunt and uncle.

Each employee shall be granted leave with pay for niece or nephew, not to exceed one (1) shift.

Additional days may be granted at the discretion of the Chief.

ARTICLE XVII
Uniform Allowance

1880 **Section 1.** Each employee who is appointed to the Fire Department on or after the effective date of this Contract shall receive from the City or its designated vendor a full dress uniform, as defined by the Rules and Regulations including trousers, shoes, belt, necktie, shirt, cap, blouse, name tag, hat shield and department patch, along with four (4) sets of station uniforms, four (4) t-shirts, and one (1) Ruben. The employee shall appear before the Chief and/or his/her designated authority in full dress uniform before the completion of his probationary period. In each calendar year thereafter, he/she and all other employees shall receive a uniform allowance of $700 for the purpose of replacing worn uniforms and cleaning, to be paid on or about October 1st of each year. . Effective July 1, 2016, $700.00 shall be increased to $750.00. Effective July 1, 2017, $750.00 shall be increased to $800.00.

1890 All Assistant Chiefs and all employees assigned to the Fire Marshal's Office shall each receive a uniform allowance of eight hundred dollars ($800) paid on or about October 1st of each year1900 **Section 2.** Each firefighter who is promoted to a Fire Lieutenant, Fire Inspector or Deputy Fire Marshal or Fire Marshal or Lieutenant to Captain, Lieutenant to Division Chief of Training, or Captain to Division Chief of Training of Public Safety Dispatch Supervisor, or Captain to Officer Division Chief of Training or Public Safety Dispatch Supervisor, Fire Inspector or Deputy Fire Marshal to Fire Marshal Supervisor; Captain to Assistant Chief, or Division Chief of Training to Assistant Chief shall receive any uniform upgrades required by the department at no cost to the employee. The employee must use the designated City Vendor.

1910 **Section 3.** The City shall provide each employee with his own serviceable set of protective clothing equal to or exceeding OSHA standards. Each employee is

responsible for the care and cleanliness of his/her assigned protective clothing. Protective clothing shall be replaced by the City, when necessary, for all employees.

1920 **Section 4.** Effective May 3, 1994, the department authorized, N.F.P.A. sanctioned uniform will be the only acceptable station uniform. Line personnel shall own a minimum of three (3) sets.

1930 **Section 5.** The City will engage in a program on uniform replacement.

1940 Uniforms damaged in the line of duty, which were purchased with money from the most recent uniform allowance will be replaced at the discretion of the Chief.

1950 A form will be developed which has the receipt for the damaged uniform and new uniform receipt attached with an affidavit from the Chief or his designee that said item was damaged in the line of duty.

ARTICLE XVIII
Insurance

1970 **Section 1.** The City shall provide and pay the full cost for members of the bargaining unit and their enrolled families the following:

1980 A high deductible health plan (HDHP) with a health savings account (HSA)

Effective July 1, 2016, the Express Scripts National Preferred Rx Formulary will be in place (aka "Closed Formulary").

2000 (d) A high deductible health plan (HDHP) with a health savings account (HSA) as outlined in the attached appendices. All employees hired on or after July 1, 2012 shall have the HDHP as the only available plan. Effective July 1, 2016, the HDHP shall be the only plan available for all employees except as set forth below. The cost-share for the HDHP Plan are as follows:

Effective March 2016:

	With Wellness	Without Wellness
2015-16	10%	12%
2016-17	11%	13%
2017-18	12%	14%

The HSA plan will be funded by the City as follows for the duration of the contract: 50% funding ($2,000/$4,000)

Upon the initial year of an employee's enrollment into the HSA, the City will fund its full contribution in July. For subsequent years the City's contribution will be split one-half in July and one-half in January.

Effective 7/1/15 – 6/30/16 the PPO Cost share shall be 19% with wellness and 21% without wellness.

(e) Effective July 1, 2016, the HDHP shall be the only plan offered to employees, except that the PPO Plan shall still be available for employees precluded by law from being enrolled in an HSA, e.g. due to eligibility for Medicare or Tricare (VA) coverage. The cost-shares for the PPO for such employees shall be as follows:

	With Wellness	Without Wellness
2015-16	14%	16%
2016-17	15%	17%
2017-18	16%	18%

2005 (f) Employees terminating coverage will reimburse the City the prorated amount of deductible attributable to the months left in the year unless they have met their deductible on termination date.

Employees enrolled on City Health insurance by November 1st will be placed in the HDHP with no prorating of the deductible. Employees enrolling in the plan on or after December 1st will be placed in the PPO plan for the remainder of the year, or at the employee's option may elect the HDHP Plan and receive a prorated employer contribution, but must be enrolled in the HDHP the following July.

2010 (g) An employee who failed to participate in the blood draw in 2015 or failed to meet the wellness standards set by IHS will not receive the cost share discount on July 1, 2015, and so forth for 2016, 2017 and 2018.

To qualify for the wellness cost-share discount effective July 1, 2016 and beyond, the employee must participate in the blood draw and meet the wellness standard set by IHS and have a comprehensive physical (for new employees the prehire physical will count for the first 12 months of employment) by their personal physician or the City's occupational physician. Members who are unable to meet the standards are allowed to obtain a waiver from IHS, and be eligible for the discounted rate, if they provide a doctor's medical certification regarding inability to medically meet guidelines.

2020 **Section 2.** If the City can provide the equivalent of service and benefits of all insurance coverage as presently provided for in this Article through another insurance carrier, the City shall have the right to substitute insurance carriers. The change of insurance carriers by the City shall not cause any employee to suffer any loss of present service nor shall any of the present benefits be reduced in any manner. The Union shall notify the City of such loss in service or benefit, and the City shall, upon receipt of such notice, immediately reimburse said employee for the loss of service or benefits.

2030 If the City fails to or refuses to immediately reimburse said employee(s) for the loss of service or benefits within seven (7) calendar days, the City shall then immediately reinstate the insurance programs as provided for in this Article. The City shall be required to make employees whole for any loss in service or benefits during this period of time.

The City shall notify the Union at least thirty (30) days prior to any substitution of insurance coverage so that the Union may review said coverage.

The Union agrees to participate and be represented in a Labor Management Committee to contain the cost of Health Insurance. The parties shall mutually agree to the substance governing the rules of said committee.

2050 **Section 3.** Effective January 1, 2007, there shall be a pool to cover documented vision care including Lasik surgery, vision-related expenses, hearing care and hearing aid expenses of active firefighters. This pool will cover the above noted expenses not provided by the coverage outlined in Sections 1 & 2 above.

2060 (a) Employees will submit original receipt(s), showing clearly the amount paid and the provider of the product and/or service, and a copy of applicable prescriptions within 90 days of purchasing the products or having the exam. The receipt(s) must be attached to the appropriate form. Forms will be available in Personnel and the Fire Chief's office. It is the employee's responsibility to submit the form to Personnel in a timely manner.

2070 (b) Receipt(s) can be submitted for all hearing and vision products and services prescribed by a licensed medical provider.

2080 (c) The benefit for hearing will not exceed $100 in any two (2) year period, except in the case of a hearing aid which will be reimbursed at the normal and customary rate as certified by the current Health Insurance Administrator. The benefit covers up to one hearing aid for each ear during a two-year period. (Example: 1/1/16 – 12/31/17).

2090 (d) The benefit for vision eyewear, contacts, etc. will not exceed $300 in any two-year period and for corrective eye surgery will not exceed $600 in any ten year period.

2100 (e) Forms will be processed in Personnel within fifteen (15) working days of stamped receipt. Reimbursement will be made in a separate check within two (2) pay periods after the Personnel Director signs off on the form.

2105 (f) Employees must have valid I-9 forms on file with the City to be eligible for any reimbursement.

2110 (b) A dental plan shall be provided for all members and their enrolled families, as described in the attached summary.

2115 (c) The City shall provide Life Insurance for each employee equal to the base pay of each such employee at no cost to the employee.

ARTICLE XIX
Leave of Absence Without Pay

2120 City may grant leave of absence without pay to any employee upon his/her request. Upon the expiration of the approved leave, he/she shall be reinstated in the position held at the time leave was so granted. The employee may not be granted a Leave of Absence for the purpose of seeking other employment.

If an employee misses the annual department physical while on leave, he/she must take the physical prior to returning to duty.

ARTICLE XX
Seniority

2130 Seniority shall be by classification and shall consist of the relative length of accumulated service of each employee in his/her respective classification. For the purpose of this Article, classification shall mean and include the following: Firefighter, Fire Lieutenant, Fire Captain, Assistant Chief, Inspector, Deputy Fire Marshal, Fire Marshal, Division Chief of Training and the Public Safety Dispatch Supervisor. An employee's length of service shall not be reduced by time lost due to sick or injury leave or military leave of absence.

Section 1.

2140 (a) The least senior employee within classification is targeted for layoff;

2150 (b) Said laid off employee may bump into a lateral or lower job classification previously held by the employee and for which the employee is qualified.

2160 (c) An employee with the least seniority based on continuous service with the Meriden Fire Department shall be laid off.

2170 (d) Seniority will not accrue during the period of layoff. Seniority and accumulated sick leave and vacation leave time will be bridged upon recall.

2180 (e) Accumulated service as used in Article XX to define seniority means service with the Fire Department only.

2190 **Section 2.** A laid off employee shall have recall rights of four (4) years from the date of separation subject to the following restrictions:

(a) First year - recall with no restrictions;
(b) Second through fourth year -

1. pass physical exam

2. pass entry level agility test at time of hire;

(c) An employee who fails to pass the above requirements will be passed over and will not be eligible for recall until such time as he/she passes the requirements or the recall list expires.

(d) Firefighters will be recalled in inverse order of seniority in the department and to the pay step at time of layoff.

(e) If a recalled firefighter was an officer before layoff, the employee will be recalled as a firefighter and then will be put on an eligibility list for promotion to a rank previously held by the employee by seniority in rank prior to layoff and placement on the recall list.

(f) In the case of a tie in seniority dates for layoff or recall, the highest written score on the test shall determine seniority rank.

2200 **Section 3. Pension Contribution:**

(a) Employee can leave pension contribution in the Plan.

(b) Employee can withdraw money and if recalled will need to apply to the Pension Board to buy back time with interest. If the Pension Board denies the request or if the

employee declines to buy back their time, the employee will start accruing service time in the pension for the purpose of retirement as of the recall date to start work;

(c) if the employee buys back time in the plan, the employee's former seniority will be bridged.

2210 **Section 4. Clothing Allowance:**

An employee recalled to duty will be made whole for any unpaid clothing allowance lost, prorated for months of service in that year.

ARTICLE XXI
Union Activity Protected

2220 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 views of the Union to the citizens on issues which affect the welfare of its members. Provided, however, that during negotiations, neither the City nor the Union nor the representative of either party shall make any public statement concerning any matter under negotiations or to report on such matters except when both parties agree to make such a statement or report, or when an impasse in negotiations is reached.

ARTICLE XXII
Fire Watch Duty

2230 Whenever any private person or organization is required to or shall seek the services of the employees of the Fire Department for fire watch duty, such work shall be rotated by the Chief of the Fire Department among those employees who volunteer for such work during their off-duty hours. Employee may be removed from this list at his/her request. One fire watch list of all employees shall be created from those who notify the Chief of their desire to be on this list.

2240 When in the judgment of the Chief or his designee a full fire suppression company is needed for a private fire watch, the staffing shall be based on minimum staffing of (1) Officer and (3) Fire Fighters and shall be hired for a minimum of four (4) hours at one and one half (1.5) times their regular hourly rate. The next available and qualified employees shall be offered the assignment.

2250 When in the judgment of the Chief or his designee a fire watch is necessary for one employee at a time, the next available and qualified employee on the fire watch list shall be offered the assignment. The rate of pay for this work shall be time and one-half (1 1/2) the employee's regular hourly rate of pay, with a minimum of four (4) hours pay. Company strength shall not be reduced to provide fire watch services for any private person or organization.

ARTICLE XXIII
Probationary Period

2260 To enable the Fire Chief to exercise sound discretion in filling positions within the Fire Department, no appointment made on or after the effective date of this Contract to the classification of Fire Fighter shall be made until after the expiration of a twelve (12) month probationary period. During the probationary period of any such employee, the Fire Chief may terminate the employment of such employee. Nothing contained herein shall be used to deny any employee of any rights or any benefits to which he/she may be entitled under the pension provisions of this Contract. Prior to the completion of the probationary period, employees must EMT-B certified and must also obtain Firefighter I certification, and a minimum of a State of Connecticut Department of Motor Vehicles Drivers License with endorsements required by CT motor vehicle statutes to operate fire department apparatus. All employees hired after January 1, 2000 must remain EMT-B certified. Should no courses for certification or training be available an extension shall be granted through the next available course.

2270 Floating Holidays for new employees shall not be granted until the first anniversary of said employee's date of hire with the Meriden Fire Department. Floating Holidays cannot be used for an employee's overtime assignment.

2280 Probationary employees shall not be allowed to utilize "special leave" to have anyone work in their place or to work in another's place for the first six (6) months of their employment, except upon approval of the Chief.

2290 Probationary employees, at the discretion of the Chief, may be required to work a forty (40) hour week, day shifts only, for up to three (3) weeks for training purposes. During this period, they shall be compensated at their regular weekly rate of Fire Fighter Step C of pay and shall not be considered for the purpose of maintaining the minimum manpower as described in Article XXX.

2300 In the first calendar year each employee who has or will have six (6) months but less than one (1) year of fire service on December 31 of such calendar year shall be credited with two (2) days of vacation for that calendar year only. Anyone hired in June may use the two-(2) days during December of that calendar year. Employees who have not completed six months of fire service may not take any vacation time. However, the Chief may advance or extend these days at his discretion, which may be used under special circumstances. Vacations are subject to restrictions in Article XI.

2310 Any employee who comes in off shift for Q license will receive pay for test time only (one-hour minimum at straight time, minimum four (4) hours will not apply).

ARTICLE XXIV
Terminal Leave Pay

2320 Upon the retirement or death of any employee, such employee or his/her spouse, as the case may be, shall receive terminal leave pay in lieu of any accumulated sick leave to which he/she is entitled at the time of his/her retirement or death. If such employee should die and he does not have a surviving spouse, such terminal leave shall be paid to his/her estate. Terminal leave pay for each employee shall be computed by multiplying his/her hourly rate by twelve (12) hours, by the number of accumulated sick leave days to which he/she is entitled at the time of his/her death or retirement, as the case may be. Employees hired after July 1, 2012 shall be paid fifty percent (50%) of such amount, up to a maximum payout of 52 sick days.

ARTICLE XXV
Miscellaneous

2340 Section 1. The Officers in charge shall apportion all work among subordinates as equitably as practicable.

2350 **Section 2.** The present Fire Department policy as related to firefighting, fire prevention, special assignments, training, and to the care and maintenance of firefighting apparatus and equipment, and to the normal care required to maintain the quarters and grounds in which they are employed in a clean and sanitary manner shall be part of this agreement. No employee shall be assigned to perform any work in connection with mosquito control.

2370 **Section 3.** All bargaining unit members shall have the right to review their service records in the presence of the Chief or his Deputy, provided the time selected is reasonable and convenient.

2380 **Section 4.** An employee who becomes sick or disabled due to pregnancy or childbirth shall be entitled to leave in accordance with applicable state and federal statutes. Employees shall not be precluded from using accrued vacation leave during periods of childbearing leave, subject to a physician's statement that the employee is physically unable to return to work. Employees shall not be precluded from using accrued sick leave during periods of childbearing leave. Nothing in the Article shall be construed as creating the right to child rearing or paternity leave.

2390 **Section 5.** In the event that a firefighter dies in the line of duty, the City of Meriden shall be responsible for all expenses incurred for the funeral outside of normal burial costs, (funeral home cost, coffin cost, grave stone, etc.) up to one (1) time firefighter Step F salary. Receipts shall be provided to the Fire Chief for his signature. In no case shall alcohol be paid for by the City.

2400 **Section 6.** In addition to regularly scheduled day training, any and all EMS related training requiring the use of the Division Chief of Training or an outside

trainer may be conducted and scheduled to be performed between 6:30 P.M. and 9:30 P.M. on week days, except holidays, up to a total of forty (40) hours per group, as a group, Additional hours may be granted by the Union Executive Board at the request of the Chief.

Fire rescue Training conducted at night shall be conducted as a group; however, when it is not feasible due to time constraints and call coverage is needed; training may be split over separate nights. The split group training shall not exceed 2 sessions per calendar year for each group and shall not exceed 12 hours. This training shall be scheduled by the Division Chief of Training.

Section 9A. The Fire Chief may call mandatory staff meetings that include the Assistant Chiefs. The Fire Chief shall limit mandatory meetings to only those truly necessary for the good order of the Department. Mandatory meetings shall be paid meetings. Employees shall receive at least 4 hours OT for these meetings when held during their non-work shift.

2410 **Section 7.** Employee Evaluations - The employee's immediate supervisor shall complete the evaluation and review it with their supervisor and the employee being evaluated, at which time they shall all sign the evaluation and forward to the Chief's office.

2420 If the Chief or the Personnel Director makes any changes or comments on the evaluation, the form will be returned to the employee. The employee will initial the changes to show he/she has seen them before it is filed in their personnel file.

2430 Section 8. If not certified prior to appointment, the , Division Chief of Training at the Fire Chief's discretion, shall become certified within one year by the State of Connecticut Commission on Fire Prevention and Control as a Fire Service Instructor I or equivalent to. The Training Officer shall, within the second year of appointment, become certified by the State of Connecticut Commission on Fire Prevention and Control as a Fire Service Instructor II or equivalent to. Should no courses for certification or training be available by the Commission, training from another nationally accredited fire service agency may be sought or an extension shall be granted by the Chief through the next available course.

2440 Section 9. Safety Committee
Effective July 1, 2015, Safety Committee meetings will be conducted quarterly to comply with Connecticut State Statutes. Prior to a grievance being filed on this section, the Union will provide written notification of the violation to the Director of Personnel with a copy to the Chief and allow 30 days from said written notification to correct the violation.

ARTICLE XXVI
EMS/EMT-B

2450 Section 1. Firefighters and officers who are a minimum of EMT-B will be paid at the EMT step for their rank.

2470 All employees hired after January 1, 2000 must remain at a minimum EMT-B certified.

2480 Upon promotion, a Firefighter or officer who is EMT-B certified or above will skip Step E and move to Step F; after successful completion of six (6) months probation, they will move to Step G.

2500 **Section 2.** Employees attending EMT-B certification classes off duty will be paid straight time and will be relieved from regular duty. The Chief shall have the right to arrange to have class in service.

2505 Employees sent for recertification classes off duty, will be paid at time and one half at a minimum of four (4) hours and then hour for hour after the initial four (4) hours.

ARTICLE XXVII
Pensions

2510 **Section 1.** The pension agreements between the parties shall be incorporated and made part of this contract.

2520 (a) Each employee hired before April 17, 2003 shall contribute to the City of Meriden toward the Pension Fund of the Fire Department eight (8%) percent of his/her regular pay, payable bi-weekly.

(b) Each employee hired on or after April 17, 2003 but prior to July 1, 2016 shall contribute to the Pension Fund of the City of Meriden a percent of his/her pay, payable bi-weekly as follows:

7/1/16	6.5%
1/1/17	7.0%
7/1/17	7.5%
7/1/18	8.0%
7/1/19	8.5%

(c) Each employee hired on or after July 1, 2016 shall be eligible to participate in a hybrid plan with the following components:

1. Defined Benefit Component:

Contribution	7% of base pay paid bi - weekly
Benefit	2% of base at 25 years of service (50% benefit). If the employee leaves prior to 25 years, they are entitled only to a return of contributions with interest at a rate set by the Pension Board

No COLA
No Post-Retirement Health Insurance Benefits

There shall be mandatory retirement at age 65. Employee who must retire at 65 will be eligible for a partial pension of 2% per year times years of service provided they have a minimum of 10 years of service.

Disability Benefit:

- Non service connected disability:
- must have over 10 years service and must be disabled from fire-fighting work.
- Benefit: 2% times years of service multiplied by base rate at retirement. Disability benefit requires medical documentation from two physicians stating employee is disabled to the satisfaction of the pension board. There shall be no cost of living adjustment or retiree health insurance.

- **Service connected disability**, not social security disabled: must be totally disabled from fire-fighting work due to a service connected disability. 2% times years of service (no less than 50%) times base rate at retirement. There shall be no cost of living adjustment and no post-retirement health insurance.

- For service connected disability where member is also social security disabled 2% times years of service multiplied by base rate of pay (no less than 50%). In addition, the employee becomes fully vested in DC Plan. No cost of living adjustment and no post-retirement health insurance.

For disability pensions:

- If you leave your employment with less than 25 years or ~~not~~ at 65 years old with at least 10 years of service you only get returns of your contributions from pension and DC Plan subject to vesting schedule. No cost of living adjustment and no post-employment health benefits.

For Disability Pensions

- If pension plus income from other employment equals more than 110% of your base pay for current employee in rank the amount will be an offset to pension. Retirees must provide W-2 forms yearly by March 1st to Personnel.

2. Defined Contribution Component:

An amount equal to up to 10% of all overtime and compensation other than base pay may be contributed by the employee. The City will match up to 3%. Vesting in the City's contribution will be as follows:

Years of Service	Vesting Percentage
6	20%
7	40%
8	60%
9	80%
10	100%

Retirees with at least 25 years of service may, at age 65 and older, purchase any Medicare Supplemental Plan offered by the City at the City's group rate, but at the employee's sole expense.

ARTICLE XXVIII
Wages

2560 The wages for all employees shall be as set forth in Appendix "C" hereto which reflect the following general wage increase:

7/1/15 (retroactive)	2.00%
7/1/16	2.15%
7/1/17	2.25%

Section 1.

2570 Firefighters classification and pay shall be determined by the following schedule:

2580 STEP C - Non -EMT: Less than twelve (12) months of service.

This rate will be in effect for twelve (12) months or until EMT certification is achieved (whichever is sooner) at which time the employee will move to Step D on the salary schedule. If unable to complete EMT certification and no waiver is requested by the Chief, the employee would be terminated.

STEP D - EMT: Less than eighteen (18) months of service.

STEP E: After eighteen (18) months of service.

STEP F: After twelve (12) months of service in Step E.

STEP G: After twelve (12) months of service in Step F.

Each Fire Inspector/Fire Lieutenant, Fire Captain, Deputy Fire Marshal, and Fire Marshal, Division Chief of Training or Assistant Chief who has less than six (6) months of service in his/her classification, and each Firefighter who has two and one-half (2 1/2), but less than three and one-half (3 1/2) years of service in his/her classification, shall be paid at Step E of the salary range of his/her classification, and each Firefighter who has three and one-half (3 1/2) or more years of service in his/her classification, shall be paid at Step F of the salary range of his/her classification.

Section 2. The rates set forth in this Appendix are annual and weekly rates.

Section 3. The effective date of the wage change shown herein shall occur on the date specified. For example, if July 1st falls on a Wednesday the wages will change on a Wednesday.

Section 4. Employees will be paid bi-weekly.

Section 5. Effective October 1, 2006 employees must sign up for direct deposit with the City as a condition of continued employment.

New employees must sign up for direct deposit within thirty (30) days of employment.

ARTICLE XXIX
Longevity

Section 1. Annual longevity payments shall be based on the following formula, effective July 1, 2016.

Employees who have completed five years of service as of July 1 $300.00
Employees who have completed ten years of service as of July 1 $400.00
Employees who have completed fifteen years of service as of July 1 $500.00
Employees who have completed twenty years of service as of July 1 $600.00
Employees who have completed twenty-five years of service as of July 1 $750.00
Employees hired on or after January 1, 2016 shall not be eligible for longevity.

Section 2. In the first pay week after July 1 of each fiscal year, each employee who, in accordance with the formula provided for in Section 1 of this Article, is qualified to receive a longevity payment during such fiscal year, shall receive such

longevity payment prorated on a weekly basis for the period beginning on July 1 of such fiscal year and/or beginning on the date on which he/she qualified for such longevity payment, through June 30 of such fiscal year.

2710 **Section 3.** In the event that any employee is terminated for any reason other than retirement or death during the fiscal period in which he/she has already received his/her longevity payment, such longevity payment shall be re-computed on the basis of his/her service prior to such termination during such fiscal period.

ARTICLE XXX
Manpower

2720 **Section** 1. In order to protect the health and safety of the employees in the bargaining unit, the following shall be the minimum manpower on duty at all times in each of the following Fire Fighting Companies:

Engine #1..... Two (2) Firefighters and one (1) Officer
Engine #2..... Three (3) Firefighters and one (1) Officer
Engine #3..... Two (2) Firefighters and one (1) Officer
Engine #4..... Two (2) Firefighters and one (1) Officer
Engine #5..... Two (2) Firefighters and one (1) Officer
Truck #1..... Three (3) Firefighters and one (1) Officer
Car #3..... Assistant Chief - one (1)

2730 If any new Engine Company or Truck Company is established on or after the effective date of this Contract, such Engine Company or Truck Company's manpower shall be the same as that of Engine #1 or Truck #1, as the case may be.

2740 For the purpose of this Section, an Acting Lieutenant shall be considered as a Lieutenant: an Acting Captain shall be considered as a Captain; and an Acting Assistant Chief shall be considered as an Assistant Chief.

2750 **Section 2.** Whenever the manpower on duty at any time falls below the requirement provided for in Section 1 of this Article, such shortage shall be covered by overtime work in accordance with Article IX.

2760 It is permissible to run with less than the required number for (1) "Emergency Leave" reasons, (2) for injuries occurring on duty during that period of time necessary for a treating physician to determine the members prognosis with respect to returning to duty, and (3) during that period of time which exists for an overtime to be called and that member hired to report to duty to replace a member that reported off sick during a tour of duty.

2770 Be it understood that on occasions where one person assigned to Engine Company Two, a four man company, is providing EMS as part of their regular duties and is needed to continue patient care to a hospital in accordance with CMED protocol,

engine Two may respond to other emergencies with the three remaining assigned personnel.

ARTICLE XXXI
Education Incentive and Reimbursement Program

2790 **Section 1.** The City of Meriden Personnel Department Tuition Reimbursement Program shall be part of this Agreement.

2800 **Section 2.** After four and one-half (4 1/2) years of Fire Department service, employees in the classifications included in the bargaining unit shall receive additional compensation for educational attainments in accordance with the following schedule:

2810 (a) For satisfactory completion at a grade C or better of thirty (30) semester hours at an accredited college or university in the subjects set forth in (d), an additional three dollars ($3.00) per week. This ends on 1/1/16. Any employee receiving it as of 1/1/16 will continue to receive it until they terminate employment with the MFD.

2820 (b) Effective 4/3/16–For satisfactory completion at a grade C or better of sixty (60) semester hours at an accredited college or university in the subjects set forth in (d), or an Associate Degree in Fire Technology and Administration, an additional ten dollars ($10.00) per week.

2830 (c) Effective 4/3/16–For a satisfactory completion at a grade C or better of a Bachelor Degree in Fire Technology and Administration, or Public and Social Administration, and/or including the subjects set forth in (d), an additional fifteen dollars ($15.00) per week.

2840 (d) Below is a list of subjects for which tuition reimbursement and educational attainment may be applied:

1. Fire Department Operations and Administration
2. Fire Prevention and Inspection
3. Fire Service and Technology
4. Firefighting
5. Fire Hazards and Fire Protection Systems
6. Fire Hydraulics and Engineering

Management Courses (if approved in advance by the Fire Chief or his designee).
Medical training for use in emergency situations. May include EMT training.
Other subject approved by the Fire Chief.

2850 If an employee is subsequently promoted, he/she shall continue to receive the additional amount of pay as specified above the semester hours satisfactorily completed at a Grade C or better at an accredited college or university or the Fire Academy.

2860 **Section 3.** The following provisions are established to govern the administration of the City's Tuition Reimbursement Program:

2870 (a) Applications for reimbursement will only be considered from full-time employees.

2880 (b) Applications will be approved only for course work related to the employee's present position or for a position to which he/she may be promoted or courses that are part of the curriculum for the above attainments.

2890 (c) Reimbursement shall be made only for course work completed at accredited public or business trade schools, colleges and universities or National and State Fire Academies.

2900 (d) Applications will not be considered if the employee is receiving funds for the same course from any other source.

2910 (e) Applications will not be considered if the course work is available to the employee through in-service training conducted by the City.

2920 (f) Tuition costs of $1000 or less for undergraduate courses at an accredited college or university or the Fire Academy are eligible for 100% reimbursement. Tuition costs of $1,200 or less for graduate courses at an accredited college or university are eligible for 100% reimbursement. The employee must present an official receipt indicating the cost of tuition for the course prior to being approved for reimbursement.

The employee must present an official receipt indicating the cost of tuition for the course prior to being approved for reimbursement.

2930 (g) Reimbursement shall be made only for course work in which the employee received a grade "C", it's numerical equivalent, or better. Employees must present an official school transcript showing final grade received.

2940 (h) The maximum tuition reimbursement is available once per contract year.

2950 **Section 4.** The following procedure permits the employee to know in advance whether or not the course(s) will be approved for tuition reimbursement, assuming the course is completed with a satisfactory grade.

2960 (a) Employee obtains a "Tuition Reimbursement Application" form and submits it to the Personnel Department.

2970 (b) The Personnel Department reviews the application. One copy is returned to the employee. The other copy is retained by Personnel.

2980 (c) Within thirty (30) days after the employee has completed the course and has received his/her final grade, the employee must submit a copy of the approved request form to the Director of Personnel along with his grade and tuition receipt.

2990 (d) Upon receipt of the completed application form, the Director of Personnel will prepare an electronic or paper requisition to pay the employee for the amount of the tuition reimbursement.

ARTICLE XXXII
Bureau of Fire Prevention Call Back

3000 Whenever any uniformed employee assigned to the Bureau of Fire Prevention is contacted and reports to any incident for the purpose of performing investigatory work, that employee shall receive time and one-half (1 1/2) for the actual number of hours worked, with a minimum of four (4) hours per call back.

3010 Whenever any employee of the Fire Marshal's Office is eligible and assigned to be on the Fire Marshal's rotating on call list, for the purpose of being on call, the employee shall receive eight hours of time to take off every six months (on January 1, and July 1) for being on call the previous six months.

Employees must use these days within six months after they are earned and cannot be carried over to the next six month period.

Upon formal retirement/resignation any time that remains in the accrual bank will be forfeited.

ARTICLE XXXIII
Physical Examinations

Section 1. General Provisions

When the City arranges for promotional or regular physical examinations, it shall pay the costs for said examinations and should attempt to schedule same at a mutually convenient off-duty time. Time spent in taking said physical examinations shall not be subject to overtime provisions, 4 hours straight time shall be paid, except when an employee is ordered to take such physical examinations at a time which is unacceptable to him.

Section 2. Flu Shots

The City agrees that if the health department is offering flu shots to City employees that said shots will be made available at no cost to Fire Department employees, however, if there are a limited number of vaccines available, vaccinations will be on a first come, first serve basis. It will be the members responsibility to make an appointment with the health department and will be done on the employees own time.

ARTICLE XXXIV
Substance Abuse Policy

Section 1. Purposes

3020 The purposes of this policy are as follows:

3030 To establish and maintain a safe, healthy, working environment for all members;

3040 To insure the reputation of the Meriden Fire Department and its firefighters as good, responsible citizens worthy of public trust;

3050 To reduce the incidents of accidental injury to person or property;

3060 To reduce absenteeism, tardiness and indifferent job performance;

3070 To provide assistance toward rehabilitation for any member who seeks the Fire Department's help in overcoming any addiction to dependence upon or problem with alcohol or drugs.

Section 2. Definitions

3080 Alcohol or Alcoholic Beverages - means any beverage that has an alcoholic content;

3090 Drug - means any substance (other than alcohol) capable of altering the mood, perception, pain level or judgment of the individual consuming it;

3100 Prescribed Drug - means any substance prescribed for the individual consuming it by a licensed medical practitioner;

3110 Illegal Drug - means any drug or controlled substance, the sale or consumption of which is illegal;

3120 Supervisor - means the Officer or acting Officer who is the member's immediate superior in the chain of command.

3130 Employee Assistance Program - means Employee Assistance Program provided by the Department of Personnel of the City of Meriden or any agency/entity the City has contracted with to provide said Program.

Section 3. Employee Assistance Program

3140 (a) Any member 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.

3150 (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 employee assistance personnel.

3160 (c) Member progress will be monitored by the Fire Chief or a Deputy Fire Chief, in the case of recommendation or referral.

3170 (d) Rehabilitation itself is the responsibility of the member. For members 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.

3180 (e) To be eligible for continuation of employment on rehabilitation pay basis in accordance with Section 4 (d) above, the member must have been employed at least one year; must maintain at least weekly contact with the Fire Chief or a Deputy Fire Chief; and must provide certification that he/she is continuously enrolled in a treatment program and actively participating in that program.

3190 (f) Upon successful completion of treatment, the member will be returned to active status without reduction of pay, grade or seniority.

Section 4. Alcoholic Beverages

3200 (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.

3210 (b) Drinking or being under the influence of alcoholic beverages while on duty is cause for suspension or termination.

3220 (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

3230 (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.

3240 (b) Any member whose use of prescription drugs results in a sustained 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

3250 (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.

3260 (b) Any member whose use of illegal drugs, off duty, results in an inability to perform his/her duties or results in an arrest/conviction may have disciplinary action being taken. In the event the member refuses or fails rehabilitation, disciplinary action for the violation committed may be imposed.

3270 (c) The sale, trade or delivery of illegal drugs or controlled substances by a member, on or off duty, to another person and any action pursuant to Section 10.3 and 13.9 of the Policies and Procedures for Personnel of the City of Meriden is cause for referral to law enforcement authorities.

Section 7. Procedures

3280 The procedures of the City of Meriden's Fire Department in regards to members using, possessing or under the influence of alcohol, drugs or chemicals while on duty are as follows:

3290 Members shall report to their places of assignments fit and able to perform their required duties and shall not by any improper act render themselves unfit for duty. Random or mass testing is strictly prohibited. No employee will be tested for substance abuse unless there exists probable cause.

3300 Step 1: Supervisors who have reasonable grounds to believe 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.

3310 Step 2: The Supervisor shall notify his/her Supervisor immediately.

3320 Step 3: Both Supervisors will interview the member, in the presence of the Steward or his/her designee, 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 hospital or testing facility as designated by the City and the Union. All tests shall be administered by a testing facility that can insure the following:

(a) A confidential chain of custody.
(b) An independent sample collection process.
(c) Sterile containers.
(d) The laboratory performing the test must be certified by the State in which it lies or by the Federal Government Health Authorities as a medical laboratory and shall meet the regional requirements for forensic laboratories.
(e) Test results should be supplied to both the Fire Chief and the employee charged as soon as they are available. If possible within twenty-four (24) to forty-eight (48) hours. If any individual receives a positive test result, they may request an immediate retest.

3330 Sample collection shall be conducted in a manner which provides the highest degree of security for the sample and freedom from adulteration. Employees shall not be witnessed while supplying a urine sample. Instead, administrative procedures and biological testing of samples shall be conducted to prevent the submission of fraudulent samples for testing. If testing is positive the sample shall be split in three parts and reserved for independent analysis.

3340 The method for all testing of samples shall be performed by the Gas Chromatography-Mass Spectrophotometry (GC-MS) test.

3350 There shall be a medical evaluation of each test result conducted by a toxicologist or a physician prior to release. Only confirmed results shall be reported to the employer. Unconfirmed, inconclusive and "weak-positive" reports shall never leave the laboratory.

3360 If the test is found to be positive, the employee may be tested up to a maximum of two (2) times within six (6) weeks.

3370 Step 4. The decision to relieve the 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, change in normal appearance, etc.

3380 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.

3390 (a) It shall be made clear to the member before he signs the release form that the results will be made available to the Fire Chief and may be used in disciplinary proceedings against the member. In addition, said results will be made available to the member.

3400 (b) If the members refuse to sign and 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 and the City Personnel Policies.

3410 (c) The member will be relieved from active duty and removed from the payroll.

3420 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.

3430 (a) 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.

3440 (b) The Fire Chief or a Deputy Fire Chief shall make final determination whether the member returns to active status or remains off duty.

3450 (c) Rejection of treatment or failure to complete the program may be cause for suspension or termination.

3460 (d) Upon successful completion of treatment, the member will be returned to active status without reduction of pay, grade or seniority.

3470 (e) A third positive test, within the guidelines of this Agreement, may be grounds for disciplinary action. Such employee may be retested once within six (6) months of the end of their rehabilitation.

3480 (f) No member will be eligible for the Employee Assistance Program more than two (2) times.

3490 (g) Once treatment and any follow up care is completed and no further incidents occur, at the end of a two (2) year period the records of treatment and positive substance abuse testing shall be retired to a closed medical file. The employee shall be given a fresh start with a clean administrative record.

3500 (h) Any Supervisor who does not relieve a member suspected of being under the influence of alcohol, drugs, or chemicals will be subject to disciplinary action.

3550 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 Meriden

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. Union Held Harmless

3560 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 employees' legal rights that may be violated by the City out of and arising from the administration of this policy.

Section 11. Failure of the City to Exercise Rights.

3570 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.

Section 12. Confidentiality

3580 Absolute confidentiality must be maintained during the entire process. No individual involved in the process shall reveal any of the details or particulars of any incident. Any violation of this confidence will subject the violator to the most severe disciplinary action. It is also realized that anyone knowingly bringing false charges against an individual or using this procedure for harassment or personal reasons will be subject to disciplinary action.

3590 Nothing shall prevent or prohibit any individual who is willfully, wantonly or maliciously falsely accused from pursuing legal action against their accuser, though it is understood that any such legal action may tend to compromise the confidentiality of the process.

ARTICLE XXXV
JURY DUTY

Once an employee is notified of potential juror service he/she shall:

3600 (a) Notify the on duty Assistant Chief of such potential service.

3610 (b) For situations where an employee is scheduled for a night shift prior to his/her first day of potential juror service, the on duty Assistant chief will hold over from the day shift until he/she has determined whether the employee must report to juror service. Once that determination is made, the employee either reports to duty and relieves the hold over or if he/she is scheduled for juror service, the appropriate scheduling replacement will be made.

3620 (c) Always keep the Assistant Chief's office apprised of his/her juror status.

3630 Employees who serve as jurors and are so compensated by the State Juror Administrator shall return to the city, the prevailing daily rate as established by the Conn. General Statues on juror compensation for each work shift provided off for juror service.

3640 Employees assigned to juror service are not eligible to work the shift of juror service nor any touching shift. This includes regular duty, overtime and special leave.

DURATION
ARTICLE XXXVI

3650 The duration of this Contract as it applies to all items in the Contract plan shall extend through June 30, 2018 unless otherwise noted.

3660 The duration of this contract as to Firefighters in the Firefighter Pension Plan and Firefighters in the City Pension will extend through June 30, 2015. This shall not impact the effective date of changes in other retirement benefits that are based on changes to the benefits of active firefighters.

3670 Either party wishing to terminate, amend, or modify such Contract must so notify the other party in writing no more than one hundred and eighty (180) days nor less than one hundred and fifty (150) days prior to the applicable expiration date. Within ten (10) days of the receipt of such notification by either party, a conference shall be held between the City and the Union Negotiating Committee for the purpose of such amendment, modification, or termination.

ADDENDUM

HEALTH INSURANCE

Unless otherwise noted all of the following changes shall be retroactive to July 1, 2008.

Changes to the Fire Pension Plan:

Effective January 1, 2009 employees who retire with twenty-five (25) or more years of service will be eligible for 100% paid health insurance for retiree and spouse minus the applicable monthly cost share (up to appropriate cap if cap exists) or if no insurance is elected the retiree will receive the member + 1 emolument (if no spouse, single emolument applies).

**At age 65 coverage: Retiree shall be eligible for Medicare supplemental coverage offered by the City for retiree and any eligible spouse.*

**At age 65 an employee who is ineligible personally or through his/her spouse for Medicare shall be given the equivalent of the city's cost for the Medicare Supplement for retiree and if eligible for his/her spouse.*

The annual medical cost share for employees choosing health insurance not the emolument, will be capped at $2,500 for retirements per fiscal year July 1, 2011 – June 30, 2014.

These caps will not be changed after retirement.

Employees who choose insurance in retirement after selecting the emolument would pay the cap under which they retired.

Effective July 1, 2012, the emolument will be set at the HSA rate.

Municipal Fire Pension contributions are 8% percent beginning July 1, 2008.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have caused their names to be signed.

FOR THE CITY OF MERIDEN

Caroline Beitman
Personnel Director

Witness: Kenneth Morgan
Fire Chief

FOR MERIDEN IAFF LOCAL #1148
AFL-CIO

Daniel Lyons, Jr.
President Local #1148

Witness: Rose Kevorkian
Pension Assistant

Date: 8/2/16

FIRE WAGE SCALE - 7/1/15

Range	Rank	Step	Weekly	Hourly/42	Hourly/40	52 Weeks	6 Hours	Daily/ Holiday	Overtime
32A	Asst. Chief	G EMT	1,821.54	43.37		94,720.08	260.22	520.44	780.66
	Asst. Chief	F	1,776.60	42.30		92,383.20	253.80	507.60	761.40
	Asst. Chief	E	1,692.18	40.29		87,993.36	241.74	483.48	725.22
321	Fire Marshal	G EMT	1,821.60		45.54	94,723.20		520.46 *	68.31
	Fire Marshal	F	1,776.80		44.42	92,393.60		507.66 *	66.63
	Fire Marshal	E	1,692.40		42.31	88,004.80		483.54 *	63.47
	Training Officer	G EMT	1,821.60		45.54	94,723.20		520.46 *	68.31
	Training Officer	F	1,776.80		44.42	92,393.60		507.66 *	66.63
	Training Officer	E	1,692.40		42.31	88,004.80		483.54 *	63.47
32B	Pub Safety Superv	G EMT	1,736.00		43.40	90,272.00		496.00 *	65.10
	Pub Safety Superv	F	1,693.20		42.33	88,046.40		483.77 *	63.50
	Pub Safety Superv	E	1,621.20		40.53	84,302.40		463.20 *	60.80
32C	Dep. F. Marshal	G EMT	1,650.80		41.27	85,841.60		471.66 *	61.91
	Dep. F. Marshal	F	1,610.00		40.25	83,720.00		460.00 *	60.38
	Dep. F. Marshal	E	1,537.60		38.44	79,955.20		439.31 *	57.66
32D	Captain	G EMT	1,650.60	39.30		85,831.20	235.80	471.60	707.40
	Captain	F	1,611.12	38.36		83,778.24	230.16	460.32	690.48
	Captain	E	1,538.04	36.62		79,978.08	219.72	439.44	659.16
32E	Lieutenant	G EMT	1,502.76	35.78		78,143.52	214.68	429.36	644.04
	Lieutenant	F	1,465.38	34.89		76,199.76	209.34	418.68	628.02
	Lieutenant	E	1,399.86	33.33		72,792.72	199.98	399.96	599.94
32F	Inspector	G EMT	1,502.00		37.55	78,104.00		429.14 *	56.33
	Inspector	F	1,464.80		36.62	76,169.60		418.51 *	54.93
	Inspector	E	1,400.40		35.01	72,820.80		400.11 *	52.52
32G	Firefighter	F	1,334.76	31.78		69,407.52	190.68	381.36	572.04
32H	Firefighter	G EMT	1,368.78	32.59		71,176.56	195.54	391.08	586.62
	Firefighter	F	1,306.20	31.10		67,922.40	186.60	373.20	559.80
	Firefighter	E	1,249.92	29.76		64,995.84	178.56	357.12	535.68
	Firefighter	D	1,032.36	24.58		53,682.72	147.48	294.96	442.44
	Firefighter	C	988.26	23.53		51,389.52	141.18	282.36	423.54

All holiday rates calculated Weekly/42 x 12.
All 40 hour OT rates calculated Weekly/40 times 1.5% to determine hourly rate.
All 42 hour daily OT rates calculated Weekly/42 times 12 hours times 1.5% to determine daily rate
Reflects 2 % increase from 1/1/2015

FIRE WAGE SCALE - 7/1/16

Range	Rank	Step	Weekly	Hourly/42	Hourly/40	52 Weeks	6 Hours	Daily/ Holiday	Overtime
32A	Asst. Chief	G EMT	1,860.60	44.30		96,751.20	265.80	531.60	797.40
	Asst. Chief	F	1,814.82	43.21		94,370.64	259.26	518.52	777.78
	Asst. Chief	E	1,728.72	41.16		89,893.44	246.96	493.92	740.88
321	Fire Marshal	G EMT	1,860.80		46.52	96,761.60		531.66 *	69.78
	Fire Marshal	F	1,815.20		45.38	94,390.40		518.63 *	68.07
	Fire Marshal	E	1,728.80		43.22	89,897.60		493.94 *	64.83
	Training Officer	G EMT	1,860.80		46.52	96,761.60		531.66 *	69.78
	Training Officer	F	1,815.20		45.38	94,390.40		518.63 *	68.07
	Training Officer	E	1,728.80		43.22	89,897.60		493.94 *	64.83
32B	Pub Safety Superv	G EMT	1,773.20		44.33	92,206.40		506.63 *	66.50
	Pub Safety Superv	F	1,729.60		43.24	89,939.20		494.17 *	64.86
	Pub Safety Superv	E	1,656.00		41.40	86,112.00		473.14 *	62.10
32C	Dep. F. Marshal	G EMT	1,686.40		42.16	87,692.80		481.83 *	63.24
	Dep. F. Marshal	F	1,644.80		41.12	85,529.60		469.94 *	61.68
	Dep. F. Marshal	E	1,570.80		39.27	81,681.60		448.80 *	58.91
32D	Captain	G EMT	1,685.88	40.14		87,665.76	240.84	481.68	722.52
	Captain	F	1,645.56	39.18		85,569.12	235.08	470.16	705.24
	Captain	E	1,571.22	37.41		81,703.44	224.46	448.92	673.38
32E	Lieutenant	G EMT	1,535.10	36.55		79,825.20	219.30	438.60	657.90
	Lieutenant	F	1,496.88	35.64		77,837.76	213.84	427.68	641.52
	Lieutenant	E	1,430.10	34.05		74,365.20	204.30	408.60	612.90
32F	Inspector	G EMT	1,534.40		38.36	79,788.80		438.40 *	57.54
	Inspector	F	1,496.40		37.41	77,812.80		427.54 *	56.12
	Inspector	E	1,430.40		35.76	74,380.80		408.69 *	53.64
32G	Firefighter	F	1,363.32	32.46		70,892.64	194.76	389.52	584.28
32H	Firefighter	G EMT	1,398.18	33.29		72,705.36	199.74	399.48	599.22
	Firefighter	F	1,334.34	31.77		69,385.68	190.62	381.24	571.86
	Firefighter	E	1,276.80	30.40		66,393.60	182.40	364.80	547.20
	Firefighter	D	1,054.62	25.11		54,840.24	150.66	301.32	451.98
	Firefighter	C	1,009.68	24.04		52,503.36	144.24	288.48	432.72

All holiday rates calculated Weekly/42 x 12.
All 40 hour OT rates calculated Weekly/40 times 1.5% to determine hourly rate.
All 42 hour daily OT rates calculated Weekly/42 times 12 hours times 1.5% to determine daily rate
Reflects 2.15 % increase from 7/1/2015

FIRE WAGE SCALE - 7/1/17

Range	Rank	Step	Weekly	Hourly/42	Hourly/40	52 Weeks	6 Hours	Daily/ Holiday	Overtime
32A	Asst. Chief	G EMT	1,902.60	45.30		98,935.20	271.80	543.60	815.40
	Asst. Chief	F	1,855.56	44.18		96,489.12	265.08	530.16	795.24
	Asst. Chief	E	1,767.78	42.09		91,924.56	252.54	505.08	757.62
321	Fire Marshal	G EMT	1,902.80		47.57	98,945.60		543.66 *	71.36
	Fire Marshal	F	1,856.00		46.40	96,512.00		530.29 *	69.60
	Fire Marshal	E	1,767.60		44.19	91,915.20		505.03 *	66.29
	Training Officer	G EMT	1,902.80		47.57	98,945.60		543.66 *	71.36
	Training Officer	F	1,856.00		46.40	96,512.00		530.29 *	69.60
	Training Officer	E	1,767.60		44.19	91,915.20		505.03 *	66.29
32B	Pub Safety Superv	G EMT	1,813.20		45.33	94,286.40		518.06 *	68.00
	Pub Safety Superv	F	1,768.40		44.21	91,956.80		505.26 *	66.32
	Pub Safety Superv	E	1,693.20		42.33	88,046.40		483.77 *	63.50
32C	Dep. F. Marshal	G EMT	1,724.40		43.11	89,668.80		492.69 *	64.67
	Dep. F. Marshal	F	1,682.00		42.05	87,464.00		480.57 *	63.08
	Dep. F. Marshal	E	1,606.00		40.15	83,512.00		458.86 *	60.23
32D	Captain	G EMT	1,723.68	41.04		89,631.36	246.24	492.48	738.72
	Captain	F	1,682.52	40.06		87,491.04	240.36	480.72	721.08
	Captain	E	1,606.50	38.25		83,538.00	229.50	459.00	688.50
32E	Lieutenant	G EMT	1,569.54	37.37		81,616.08	224.22	448.44	672.66
	Lieutenant	F	1,530.48	36.44		79,584.96	218.64	437.28	655.92
	Lieutenant	E	1,462.44	34.82		76,046.88	208.92	417.84	626.76
32F	Inspector	G EMT	1,568.80		39.22	81,577.60		448.23 *	58.83
	Inspector	F	1,530.00		38.25	79,560.00		437.14 *	57.38
	Inspector	E	1,462.40		36.56	76,044.80		417.83 *	54.84
32G	Firefighter	F	1,393.98	33.19		72,486.96	199.14	398.28	597.42
32H	Firefighter	G EMT	1,429.68	34.04		74,343.36	204.24	408.48	612.72
	Firefighter	F	1,364.16	32.48		70,936.32	194.88	389.76	584.64
	Firefighter	E	1,305.36	31.08		67,878.72	186.48	372.96	559.44
	Firefighter	D	1,078.14	25.67		56,063.28	154.02	308.04	462.06
	Firefighter	C	1,032.36	24.58		53,682.72	147.48	294.96	442.44

All holiday rates calculated Weekly/42 x 12.
All 40 hour OT rates calculated Weekly/40 times 1.5% to determine hourly rate.
All 42 hour daily OT rates calculated Weekly/42 times 12 hours times 1.5% to determine daily rate
Reflects 2.25 % increase from 7/1/2016

SUMMARY OF BENEFITS

Cigna Health and Life Insurance Co.
For - Meriden City and Board of Education
High Deductible Health Plan Open Access Plus Coinsurance Plan As of 7/1 for 100, 102, 103, 119, 138, 142, 165, 168, 169, 170, 104, 152, 200, 201, 203, 250, 101Rn, 908, 108CB, 111CB, 107CB, 120CB, 145CB, 148CB
As of 9/1 for 105, 110, C106

Selection of a Primary Care Provider - your plan may require or allow the designation of a primary care provider. You have the right to designate any primary care provider who participates in the network and who is available to accept you or your family members. If your plan requires designation of a primary care provider, Cigna may designate one for you until you make this designation. For information on how to select a primary care provider, and for a list of the participating primary care providers, visit www.mycigna.com or contact customer service at the phone number listed on the back of your ID card. For children, you may designate a pediatrician as the primary care provider.

Direct Access to Obstetricians and Gynecologists - You do not need prior authorization from the plan or from any other person (including a primary care provider) in order to obtain access to obstetrical or gynecological care from a health care professional in our network who specializes in obstetrics or gynecology. The health care professional, however, may be required to comply with certain procedures, including obtaining prior authorization for certain services, following a pre-approved treatment plan, or procedures for making referrals. For a list of participating health care professionals who specialize in obstetrics or gynecology, visit www.mycigna.com or contact customer service at the phone number listed on the back of your ID card.

Plan Highlights	In-Network	Out-of-Network
Lifetime Maximum	Unlimited	Unlimited
Coinsurance	Your plan pays 100%	Your plan pays 80%
Maximum Reimbursable Charge	Not Applicable	200%
Contract Year Deductible	Individual: $2,000 Family: $4,000	Individual: $2,000 Family: $4,000

- The amount you pay for all covered expenses counts toward both your in-network and out-of-network deductibles.
- All eligible family members contribute towards the family plan deductible. Once the family deductible has been met, the plan will pay each eligible family member's covered expenses based on the coinsurance level specified by the plan.
- This plan includes a combined Medical/Pharmacy plan deductible.
- Retail and home delivery Pharmacy costs contribute to the combined Medical/Pharmacy deductible.

Note: Services where plan deductible applies are noted with a caret (^)

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Plan Highlights	In-Network	Out-of-Network
Contract Year Out-of-Pocket Maximum	Individual: $5,000 Individual - In a Family: $5,000 Family: $10,000	Individual: $5,000 Individual - In a Family: $10,000 Family: $10,000

- The amount you pay for all covered expenses counts toward both your in-network and out-of-network out-of-pocket maximums.
- Plan deductible contributes towards your out-of-pocket maximum.
- All copays and benefit deductibles contribute towards your out-of-pocket maximum.
- Mental Health and Substance Use Disorder covered expenses contribute towards your out-of-pocket maximum.
- After each eligible family member meets his or her individual out-of-pocket maximum, the plan will pay 100% of their covered expenses. Or, after the family out-of-pocket maximum has been met, the plan will pay 100% of each eligible family member's covered expenses.
- This plan includes a combined Medical/Pharmacy out-of-pocket maximum.
- Retail and home delivery Pharmacy costs contribute to the combined Medical/Pharmacy out-of-pocket.

Benefit	In-Network	Out-of-Network
Note: Services where plan deductible applies are noted with a caret (^)		
Physician Services		
Physician Office Visit • All services including Lab & X-ray	Your plan pays 100% ^	Your plan pays 80% ^
Surgery Performed in Physician's Office	Your plan pays 100% ^	Your plan pays 80% ^
Allergy Treatment/Injections	Your plan pays 100% ^	Your plan pays 80% ^
Allergy Serum Dispensed by the physician in the office	Your plan pays 100% ^	Your plan pays 80% ^
Preventive Care		
Preventive Care	Your plan pays 100%	Your plan pays 80% ^
• Includes well-baby, well-child, well-woman, and adult preventive care • Includes coverage of additional services, such as urinalysis, EKG, and other laboratory tests, supplementing the standard Preventive Care benefit. • Includes coverage for preventive Breast Ultrasounds.		
Immunizations	Your plan pays 100%	Your plan pays 80% ^
Mammogram, PAP, and PSA Tests	Your plan pays 100%	Your plan pays 80% ^
• Coverage includes the associated Preventive Outpatient Professional Services. • Diagnostic-related services are covered at the same level of benefits as other x-ray and lab services, based on place of service.		
Inpatient		
Inpatient Hospital Facility	Your plan pays 100% ^	Your plan pays 80% ^
Semi-Private Room: In-Network: Limited to the semi-private negotiated rate / Out-of-Network: Limited to semi-private rate **Private Room:** In-Network: Limited to the semi-private negotiated rate / Out-of-Network: Limited to semi-private rate **Special Care Units (Intensive Care Unit (ICU), Critical Care Unit (CCU)):** In-Network: Limited to the negotiated rate / Out-of-Network: Limited to ICU/CCU daily room rate		
Inpatient Hospital Physician's Visit/Consultation	Your plan pays 100% ^	Your plan pays 80% ^

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Benefit	In-Network	Out-of-Network
Note: Services where plan deductible applies are noted with a caret (^)		
Inpatient Professional Services • For services performed by Surgeons, Radiologists, Pathologists and Anesthesiologists	Your plan pays 100% ^	Your plan pays 80% ^
Outpatient		
Outpatient Facility Services	Your plan pays 100% ^	Your plan pays 80% ^
Outpatient Professional Services • For services performed by Surgeons, Radiologists, Pathologists and Anesthesiologists	Your plan pays 100% ^	Your plan pays 80% ^
Short-Term Rehabilitation	**Day 1 through 50:** Your plan pays 100% ^ **Day 51 and over:** Your plan pays 80% ^	Your plan pays 80% ^
Contract Year Maximums: • Cognitive Therapy, Physical Therapy, Speech Therapy, Occupational Therapy and Chiropractic Care – Unlimited days • All Speech Therapy is covered regardless of condition or diagnosis • Physical Therapy covered for lack of coordination Note: Therapy days, provided as part of an approved Home Health Care plan, does not accumulate to the applicable outpatient short term rehab therapy maximum.		
Cardiac and Pulmonary Rehabilitation • Unlimited days maximum per Contract Year	Your plan pays 100% ^	Your plan pays 80% ^
Other Health Care Facilities/Services		
Home Health Care (includes outpatient private duty nursing subject to medical necessity) • 200 days maximum per Contract Year • 16 hour maximum per day	Your plan pays 100% ^	Your plan pays 80% ^
Skilled Nursing Facility, Rehabilitation Hospital, Sub-Acute Facility • 220 days maximum per Contract Year	Your plan pays 100% ^	Your plan pays 80% ^
Durable Medical Equipment • Unlimited maximum per Contract Year • Includes coverage for Orthotics when medically necessary	Your plan pays 100% ^	Your plan pays 80% ^
Breast Feeding Equipment and Supplies • Limited to the rental of one breast pump per birth as ordered or prescribed by a physician. • Includes related supplies	Your plan pays 100%	Your plan pays 80% ^
External Prosthetic Appliances (EPA) • Unlimited maximum per Contract Year	Your plan pays 100% ^	Your plan pays 80% ^

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Benefit	In-Network	Out-of-Network
Note: Services where plan deductible applies are noted with a caret (^)		
Early Intervention Services • For children to age 3	Your plan pays 100% ^	Your plan pays 80% ^
Dietary Supplements & Nutritional Formulas • For children age 12 and under • Includes coverage for infant formula needed for the treatment of inborn errors of metabolism, including the treatment of cystic fibrosis. • Includes coverage for nutritional formulas used to treat malabsorption disorders, such as Crohn's disease and gastroesophageal reflux. • Includes coverage for specialized formulas for infants and children through the age of 12 with food allergies or protein intolerance.	Your plan pays 100% ^	Your plan pays 80% ^
Hearing Aid • $1,000 maximum per 24 months • Includes one exam testing and fitting of hearing aid devices covered at PCP or Specialist Office visit level • Coverage through age 12	Your plan pays 100% ^	Your plan pays 80% ^
Oral Surgery - Removal of Bony Impacted Teeth	Your plan pays 100% ^	Your plan pays 80% ^
Wigs • $350 maximum per Contract Year	Your plan pays 100% ^	Your plan pays 80% ^
Other Covered services • Elastic Stockings	Your plan pays 100% ^	Your plan pays 80% ^
Routine Foot Disorders	Not Covered	Not Covered
Note: Services associated with foot care for diabetes and peripheral vascular disease are covered when medically necessary.		

Place of Service - your plan pays based on where you receive services

Note: Services where plan deductible applies are noted with a caret (^)

Benefit	Physician's Office		Independent Lab		Emergency Room/ Urgent Care Facility		Outpatient Facility	
	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
Lab and X-ray	Plan pays 100% ^	Plan pays 80% ^	Plan pays 100% ^	Plan pays 80% ^	Plan pays 100% ^		Plan pays 100% ^	Plan pays 80% ^
Advanced Radiology Imaging	Plan pays 100% ^	Plan pays 80% ^	Not Applicable	Not Applicable	Plan pays 100% ^		Plan pays 100% ^	Plan pays 80% ^

Advanced Radiology Imaging (ARI) includes MRI, MRA, CAT Scan, PET Scan, etc...
Note: All lab and x-ray services, including ARI, provided at Inpatient Hospital are covered under Inpatient Hospital benefit

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Benefit	Emergency Room / Urgent Care Facility		Outpatient Professional Services		*Ambulance	
	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
Emergency Care	Plan pays 100% ^		Plan pays 100% ^		Plan pays 100% ^	
Urgent Care	Plan pays 100% ^		Plan pays 100% ^		Plan pays 100% ^	
*Ambulance services used as non-emergency transportation (e.g., transportation from hospital back home) generally are not covered.						

Benefit	Inpatient Hospital and Other Health Care Facilities		Outpatient Services	
	In-Network	Out-of-Network	In-Network	Out-of-Network
Hospice	Plan pays 100% ^	Plan pays 80% ^	Plan pays 100% ^	Plan pays 80% ^
Bereavement Counseling	Plan pays 100% ^	Plan pays 80% ^	Plan pays 100% ^	Plan pays 80% ^
Note: Services provided as part of Hospice Care Program				
Note: Services where plan deductible applies are noted with a caret (^)				

Benefit	Initial Visit to Confirm Pregnancy		Global Maternity Fee (All Subsequent Prenatal Visits, Postnatal Visits and Physician's Delivery Charges)		Office Visits in Addition to Global Maternity Fee (Performed by OB/GYN or Specialist)		Delivery - Facility (Inpatient Hospital, Birthing Center)	
	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
Maternity	Plan pays 100% ^	Plan pays 80% ^	Plan pays 100% ^	Plan pays 80% ^	Plan pays 100% ^	Plan pays 80% ^	Covered same as plan's Inpatient Hospital benefit	Covered same as plan's Inpatient Hospital benefit
Note: Services where plan deductible applies are noted with a caret (^)								

Benefit	Physician's Office		Inpatient Facility		Outpatient Facility		Inpatient Professional Services		Outpatient Professional Services	
	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
Note: Services where plan deductible applies are noted with a caret (^)										
Abortion (Elective and non-elective procedures)	Plan pays 100% ^	Plan pays 80% ^	Plan pays 100% ^	Plan pays 80% ^	Plan pays 100% ^	Plan pays 80% ^	Plan pays 100% ^	Plan pays 80% ^	Plan pays 100% ^	Plan pays 80% ^
Family Planning - Men's Services	Plan pays 100% ^	Plan pays 80% ^	Plan pays 100% ^	Plan pays 80% ^	Plan pays 100% ^	Plan pays 80% ^	Plan pays 100% ^	Plan pays 80% ^	Plan pays 100% ^	Plan pays 80% ^
Includes surgical services, such as vasectomy (excludes reversals)										

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Benefit	Physician's Office		Inpatient Facility		Outpatient Facility		Inpatient Professional Services		Outpatient Professional Services	
	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
Note: Services where plan deductible applies are noted with a caret (^)										
Family Planning - Women's Services	Plan pays 100%	Plan pays 80% ^	Plan pays 100%	Plan pays 80% ^	Plan pays 100%	Plan pays 80% ^	Plan pays 100%	Plan pays 80% ^	Plan pays 100%	Plan pays 80% ^
Includes surgical services, such as tubal ligation (excludes reversals) Contraceptive devices as ordered or prescribed by a physician.										
Infertility	Plan pays 100% ^	Plan pays 80% ^	Plan pays 100% ^	Plan pays 80% ^	Plan pays 100% ^	Plan pays 80% ^	Plan pays 100% ^	Plan pays 80% ^	Plan pays 100% ^	Plan pays 80% ^
Infertility covered services: lab and radiology test, counseling, surgical treatment, includes artificial insemination, in-vitro fertilization, GIFT, ZIFT, etc. Unlimited lifetime maximum										
TMJ, Surgical and Non-Surgical	Plan pays 100% ^	Plan pays 80% ^	Plan pays 100% ^	Plan pays 80% ^	Plan pays 100% ^	Plan pays 80% ^	Plan pays 100% ^	Plan pays 80% ^	Plan pays 100% ^	Plan pays 80% ^
Services provided on a case-by-case basis. Includes appliances & excludes orthodontic treatment. Subject to medical necessity. Unlimited maximum per lifetime										
Bariatric Surgery	Plan pays 100% ^	Plan pays 80% ^	Plan pays 100% ^	Plan pays 80% ^	Plan pays 100% ^	Plan pays 80% ^	Plan pays 100% ^	Plan pays 80% ^	Plan pays 100% ^	Plan pays 80% ^

Treatment of clinically severe obesity, as defined by the body mass index (BMI) is covered.
The following are excluded:

- medical and surgical services to alter appearances or physical changes that are the result of any surgery performed for the management of obesity or clinically severe (morbid) obesity.
- weight loss programs or treatments, whether prescribed or recommended by a physician or under medical supervision

Benefit	Inpatient Hospital Facility			Inpatient Professional Services		
	Lifesource Facility In-Network	Non-Lifesource Facility In-Network	Out-of-Network	Lifesource Facility In-Network	Non-Lifesource Facility In-Network	Out-of-Network
Organ Transplants	Plan pays 100%^	Plan pays 100% ^	Plan pays 80% ^	Plan pays 100%^	Plan pays 100% ^	Plan pays 80% ^

- Travel Lifetime Maximum - Lifesource Facility: In-Network: $10,000 maximum per Transplant per Lifetime

Note: Services where plan deductible applies are noted with a caret (^)

Benefit	Inpatient		Outpatient - Physician's Office		Outpatient – All Other Services	
	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
Mental Health	Plan pays 100% ^	Plan pays 80% ^	Plan pays 100% ^	Plan pays 80% ^	Plan pays 100% ^	Plan pays 80% ^
Substance Use Disorder	Plan pays 100% ^	Plan pays 80% ^	Plan pays 100% ^	Plan pays 80% ^	Plan pays 100% ^	Plan pays 80% ^

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Benefit	Inpatient		Outpatient - Physician's Office		Outpatient – All Other Services	
	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
Note: Services where plan deductible applies are noted with a caret (^)						

Note: Detox is covered under medical

- Unlimited maximum per Contract Year
- Services are paid at 100% after you reach your out-of-pocket maximum.
- Inpatient includes Residential Treatment.
- Outpatient includes partial hospitalization and individual, intensive outpatient and group therapy.

Mental Health and Substance Use Disorder Services

Mental Health/Substance Use Disorder Utilization Review, Case Management and Programs

Cigna Total Behavioral Health - Inpatient and Outpatient Management

- Inpatient utilization review and case management
- Outpatient utilization review and case management
- Partial Hospitalization
- Intensive outpatient programs
- Changing Lives by Integrating Mind and Body Program
- Lifestyle Management Programs: Stress Management, Tobacco Cessation and Weight Management.
- Narcotic Therapy Management
- Complex Psychiatric Case Management

Pharmacy	In-Network	Out-of-Network
Express Scripts Pharmacy three-tier copay plan	**Retail** - 30 day supply Generic: You pay $0 Preferred Brand: You pay $25 Non-Preferred Brand: You pay $40 **Home delivery** - 90 day supply Generic: You pay $0 Preferred Brand: You pay $0 Non-Preferred Brand: You pay $0	Not covered

Additional Information

Case Management

Coordinated by Cigna HealthCare. This is a service designated to provide assistance to a patient who is at risk of developing medical complexities or for whom a health incident has precipitated a need for rehabilitation or additional health care support. The program strives to attain a balance between quality and cost effective care while maximizing the patient's quality of life.

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Additional Information

Maximum Reimbursable Charge

Out-of-Network services are subject to a Contract Year deductible and maximum reimbursable charge limitations. Payments made to health care professionals not participating in Cigna's network are determined based on the lesser of: the health care professional's normal charge for a similar service or supply, or a percentage (200%) of a fee schedule developed by Cigna that is based on a methodology similar to one used by Medicare to determine the allowable fee for the same or similar service in a geographic area. In some cases, the Medicare based fee schedule is not used, and the maximum reimbursable charge for covered services is determined based on the lesser of: the health care professional's normal charge for a similar service or supply, or the amount charged for that service by 80% of the health care professionals in the geographic area where it is received. The health care professional may bill the customer the difference between the health care professional's normal charge and the Maximum Reimbursable Charge as determined by the benefit plan, in addition to applicable deductibles, co-payments and coinsurance.

Multiple Surgical Reduction

Multiple surgeries performed during one operating session result in payment reduction of 50% to the surgery of lesser charge. The most expensive procedure is paid as any other surgery.

Pre-Certification - Continued Stay Review - PHS Inpatient - required for all inpatient admissions

In Network: Coordinated by your physician

Out-of-Network: Customer is responsible for contacting Cigna Healthcare. Subject to penalty/reduction or denial for non-compliance.

- The lesser of 50% or $500 penaltyapplied to hospital inpatient charges for failure to contact Cigna Healthcare to precertify admission.
- Benefits are denied for any admission reviewed by Cigna Healthcare and not certified.
- Benefits are denied for any additional days not certified by Cigna Healthcare.

Pre-Existing Condition Limitation (PCL) does not apply.

Your Health First - 200

Individuals with one or more of the chronic conditions, identified on the right, may be eligible to receive the following type of support:

- Condition Management
- Medication adherence
- Risk factor management
- Lifestyle issues
- Health & Wellness issues
- Pre/post-admission
- Treatment decision support
- Gaps in care

Holistic health support for the following chronic health conditions:

- Heart Disease
- Coronary Artery Disease
- Angina
- Congestive Heart Failure
- Acute Myocardial Infarction
- Peripheral Arterial Disease
- Asthma
- Chronic Obstructive Pulmonary Disease (Emphysema and Chronic Bronchitis)
- Diabetes Type 1
- Diabetes Type 2
- Metabolic Syndrome/Weight Complications
- Osteoarthritis
- Low Back Pain
- Anxiety
- Bipolar Disorder
- Depression

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Definitions

Coinsurance - After you've reached your deductible, you and your plan share some of your medical costs. The portion of covered expenses you are responsible for is called Coinsurance.
Copay - A flat fee you pay for certain covered services such as doctor's visits or prescriptions.
Deductible - A flat dollar amount you must pay out of your own pocket before your plan begins to pay for covered services.
Out-of-Pocket Maximum - Specific limits for the total amount you will pay out of your own pocket before your plan coinsurance percentage no longer applies. Once you meet these maximums, your plan then pays 100 percent of the "Maximum Reimbursable Charges" or negotiated fees for covered services.
Transition of Care - Provides in-network health coverage to new customers when the customer's doctor is not part of the Cigna network and there are approved clinical reasons why the customer should continue to see the same doctor.

Exclusions

What's Not Covered (not all-inclusive):
Your plan provides for most medically necessary services. The complete list of exclusions is provided in your Certificate or Summary Plan Description. To the extent there may be differences, the terms of the Certificate or Summary Plan Description control. Examples of things your plan does not cover, unless required by law or covered under the pharmacy benefit, include (but aren't limited to):

- Care for health conditions that are required by state or local law to be treated in a public facility.
- Care required by state or federal law to be supplied by a public school system or school district.
- Care for military service disabilities treatable through governmental services if you are legally entitled to such treatment and facilities are reasonably available.
- Treatment of an Injury or Sickness which is due to war, declared, or undeclared, riot or insurrection.
- Charges which you are not obligated to pay or for which you are not billed or for which you would not have been billed except that they were covered under this plan. For example, if Cigna determines that a provider is or has waived, reduced, or forgiven any portion of its charges and/or any portion of copayment, deductible, and/or coinsurance amount(s) you are required to pay for a Covered Service (as shown on the Schedule) without Cigna's express consent, then Cigna in its sole discretion shall have the right to deny the payment of benefits in connection with the Covered Service, or reduce the benefits in proportion to the amount of the copayment, deductible, and/or coinsurance amounts waived, forgiven or reduced, regardless of whether the provider represents that you remain responsible for any amounts that your plan does not cover. In the exercise of that discretion, Cigna shall have the right to require you to provide proof sufficient to Cigna that you have made your required cost share payment(s) prior to the payment of any benefits by Cigna. This exclusion includes, but is not limited to, charges of a Non-Participating Provider who has agreed to charge you or charged you at an in-network benefits level or some other benefits level not otherwise applicable to the services received.
- Charges arising out of or related to any violation of a healthcare-related state or federal law or which themselves are a violation of a healthcare-related state or federal law.
- Assistance in the activities of daily living, including but not limited to eating, bathing, dressing or other Custodial Services or self-care activities, homemaker services and services primarily for rest, domiciliary or convalescent care.
- For or in connection with experimental, investigational or unproven services.
- Experimental, investigational and unproven services are medical, surgical, diagnostic, psychiatric, substance use disorder or other health care technologies, supplies, treatments, procedures, drug therapies or devices that are determined by the utilization review Physician to be:
    - Not demonstrated, through existing peer-reviewed, evidence-based, scientific literature to be safe and effective for treating or diagnosing the condition or sickness for which its use is proposed;
    - Not approved by the U.S. Food and Drug Administration (FDA) or other appropriate regulatory agency to be lawfully marketed for the proposed use;
    - The subject of review or approval by an Institutional Review Board for the proposed use except as provided in the "Clinical Trials" section of this plan; or
    - The subject of an ongoing phase I, II or III clinical trial, except for routine patient care costs related to qualified clinical trials as provided in the

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Exclusions

"Clinical Trials" section(s) of this plan.

- Cosmetic surgery and therapies. Cosmetic surgery or therapy is defined as surgery or therapy performed to improve or alter appearance.
- The following services are excluded from coverage regardless of clinical indications: Acupressure; Craniosacral/cranial therapy; Dance therapy, Movement therapy; Applied kinesiology; Rolfing; Prolotherapy; and Extracorporeal shock wave lithotripsy (ESWL) for musculoskeletal and orthopedic conditions.
- Dental treatment of the teeth, gums or structures directly supporting the teeth, including dental X-rays, examinations, repairs, orthodontics, periodontics, casts, splints and services for dental malocclusion, for any condition. Charges made for services or supplies provided for or in connection with an accidental injury to sound natural teeth are covered provided a continuous course of dental treatment is started within six months of an accident. Sound natural teeth are defined as natural teeth that are free of active clinical decay, have at least 50% bony support and are functional in the arch.
- For medical and surgical services intended primarily for the treatment or control of obesity. However, treatment of clinically severe obesity, as defined by the body mass index (BMI) classifications of the National Heart, Lung and Blood Institute guideline is covered if the services are demonstrated, through peer-reviewed medical literature and scientifically based guidelines, to be safe and effective for treatment of the condition.
- Unless otherwise covered in this plan, for reports, evaluations, physical examinations, or hospitalization not required for health reasons including, but not limited to, employment, insurance or government licenses, and court-ordered, forensic or custodial evaluations.
- Court-ordered treatment or hospitalization, unless such treatment is prescribed by a Physician and listed as covered in this plan.
- Transsexual surgery including medical or psychological counseling and hormonal therapy in preparation for, or subsequent to, any such surgery.
- Any medications, drugs, services or supplies for the treatment of male or female sexual dysfunction such as, but not limited to, treatment of erectile dysfunction (including penile implants), anorgasmy, and premature ejaculation.
- Medical and Hospital care and costs for the infant child of a Dependent, unless this infant child is otherwise eligible under this plan.
- Nonmedical counseling or ancillary services, including but not limited to Custodial Services, education, training, vocational rehabilitation, behavioral training, biofeedback, neurofeedback, hypnosis, sleep therapy, employment counseling, back school, return to work services, work hardening programs, driving safety, and services, training, educational therapy or other nonmedical ancillary services for learning disabilities, developmental delays, autism or intellectual disabilities.
- Therapy or treatment intended primarily to improve or maintain general physical condition or for the purpose of enhancing job, school, athletic or recreational performance, including but not limited to routine, long term, or maintenance care which is provided after the resolution of the acute medical problem and when significant therapeutic improvement is not expected.
- Consumable medical supplies other than ostomy supplies and urinary catheters. Excluded supplies include, but are not limited to bandages and other disposable medical supplies, skin preparations and test strips, except as specified in the "Home Health Services" or "Breast Reconstruction and Breast Prostheses" sections of this plan.
- Private Hospital rooms and/or private duty nursing except as provided under the Home Health Services provision.
- Personal or comfort items such as personal care kits provided on admission to a Hospital, television, telephone, newborn infant photographs, complimentary meals, birth announcements, and other articles which are not for the specific treatment of an Injury or Sickness.
- Artificial aids including, but not limited to, corrective orthopedic shoes, arch supports, garter belts, corsets, and dentures.
- Aids or devices that assist with nonverbal communications, including but not limited to communication boards, prerecorded speech devices, laptop computers, desktop computers, Personal Digital Assistants (PDAs), Braille typewriters, visual alert systems for the deaf and memory books.
- Eyeglass lenses and frames and contact lenses (except for the first pair of contact lenses for treatment of keratoconus or post cataract surgery).
- Routine refractions, eye exercises and surgical treatment for the correction of a refractive error, including radial keratotomy.
- Treatment by acupuncture.
- All non-injectable prescription drugs, injectable prescription drugs that do not require Physician supervision and are typically considered self-administered drugs, nonprescription drugs, and investigational and experimental drugs, except as provided in this plan.
- Routine foot care, including the paring and removing of corns and calluses or trimming of nails. However, services associated with foot care for diabetes and

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Exclusions

peripheral vascular disease are covered when Medically Necessary.

- Membership costs or fees associated with health clubs, weight loss programs and smoking cessation programs.
- Genetic screening or pre-implantations genetic screening. General population-based genetic screening is a testing method performed in the absence of any symptoms or any significant, proven risk factors for genetically linked inheritable disease.
- Dental implants for any condition.
- Fees associated with the collection or donation of blood or blood products, except for autologous donation in anticipation of scheduled services where in the utilization review Physician's opinion the likelihood of excess blood loss is such that transfusion is an expected adjunct to surgery.
- Blood administration for the purpose of general improvement in physical condition.
- Cost of biologicals that are immunizations or medications for the purpose of travel, or to protect against occupational hazards and risks.
- Cosmetics and health and beauty aids.
- All nutritional supplements and formulae except for infant formula needed for the treatment of inborn errors of metabolism, except as shown in Covered Services
- Medical treatment for a person age 65 or older, who is covered under this plan as a retiree, or their Dependent, when payment is denied by the Medicare plan because treatment was received from a nonparticipating provider.
- Medical treatment when payment is denied by a Primary Plan because treatment was received from a nonparticipating provider.
- For or in connection with an Injury or Sickness arising out of, or in the course of, any employment for wage or profit.
- Telephone, e-mail, and Internet consultations, and telemedicine.
- Massage therapy.

These are only the highlights

This summary outlines the highlights of your plan. For a complete list of both covered and not covered services, including benefits required by your state, see your employer's insurance certificate or summary plan description -- the official plan documents. If there are any differences between this summary and the plan documents, the information in the plan documents takes precedence. This summary provides additional information not provided in the Summary of Benefits and Coverage document required by the Federal Government.

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