

COLLECTIVE BARGAINING AGREEMENT

between

TOWN OF COLCHESTER

and

COLCHESTER FIREFIGHTERS UNION  
UPPFA, IAFF, LOCAL # 3831

JULY 1, 2012 - JUNE 30, 2015

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## **PREAMBLE**

This agreement entered into by and between the Town of Colchester, hereinafter referred to as the "Town" or the "Employer", and Local 3831, hereinafter referred to as the "Union" and has as its purpose the promotion of harmonious relations between the Town and the Union.

## **ARTICLE 1 - RECOGNITION**

- 1.1 Pursuant to State Labor Relations Certification in Case Number ME-19,198, the Town recognizes the Union as the sole and exclusive bargaining agent in matters regarding wages, hours and other working conditions for all full-time paid uniformed and employees with the Town of Colchester pursuant to SBLR Decision No. 3536 rendered on September 30, 1997, with the exclusion of the Chief of the Fire Department and all others excluded by the Municipal Employees Relations Act (MERA).
- 1.2 Whenever the word "Town" is used in this agreement, it shall mean the Town of Colchester. Likewise when the word "Union" is used it shall mean the International Association of Firefighters, AFL-CIO. When the word "employee" is used it shall mean a member of the bargaining unit.

## **ARTICLE 2 - UNION SECURITY**

- 2.1 During the terms of this contract or extension thereof, all employees in the collective bargaining unit shall, from the effective date of this contract or within thirty (30) days from the date of their employment by the Town as a condition of employment, either become or remain members of the Union in good standing or, in lieu of Union membership, pay to the Union a service fee. The amount of service fees shall not exceed the minimum applicable dues paid to the Union.
- 2.2 The Town agrees to deduct from the pay of bargaining unit members such membership dues, initiation fees, service fees, or reinstatement of service fees as may be fixed by the Union and allowed by law. Such deductions shall continue for the duration of the agreement or any extension thereof.
- 2.3 New employees shall sign a payroll deduction card at the time of hire, effective the first payroll following the completion of thirty (30) days of employment. It is the responsibility of the Union President to have the card completed and transmit same to the Finance Department. The Financial Officer of the Union shall notify the Town in writing of the amount of uniform dues or service fees to be deducted.
- 2.4 Such payroll deductions, as provided herein, shall be remitted to the Union by the fifteenth (15<sup>th</sup>) day of the next month following the month in which such dues and/or services fees were deducted along with a list of names of the employees from whom the deductions were made.

- 2.5 The Union shall supply to the Town written notice at least thirty (30) days prior to the effective date of any changes in the rates of fees or dues. In addition, the Union shall furnish the Town with a statement signed by the employee authorizing the Town to make dues deduction(s). Service fees shall be deducted automatically by the Town.
- 2.6 No dues or fees will be deducted from an employee who has exhausted accumulated sick leave or while collecting Workers' Compensation.
- 2.7 The Town shall not discriminate against an employee on the basis of membership or non-membership or lawful activity on behalf of the bargaining unit.
- 2.8 No employee shall be coerced or intimidated or suffer any reprisal either directly or indirectly, as a result of the exercise of his/her rights under this agreement.
- 2.9 Each employee will be offered an opportunity to join the Union or pay the agency/service fee. Upon receipt of a signed authorization form from the employee involved, a copy of which is attached to this Agreement as Appendix A, the Town shall deduct from the employee's pay, on a bi-weekly basis, in equal installments, Union dues or service fees as the Union shall determine. (See Appendix A).
- 2.10 The Union shall indemnify the Town and any Department or agent or employee of the Town and hold them harmless against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of, any action taken by the Town or any Department or employee of the Town for the purpose of complying with the provisions of this Article. The Union will refund to the Town any amount paid to the Union in error on account of the dues deduction provision.
- 2.11 No employee covered by this agreement will engage in, induce or encourage a strike, work stoppage, slowdown, sick-out, unlawful picketing, sympathy strike, or other withholding of services from the Employer - including so-called work to rule - or refuse to perform in whole or in part duties of employment including overtime services.
- 2.12 The Union agrees that neither the Union nor any of its officers, agents or members, nor any officer covered by this Agreement, will call, institute, authorize, participate in or sanction any strike, work stoppage, slowdown, sick out, unlawful picketing, sympathy strike or other withholding of services, including so called work to-rule, refusal to perform in whole or in part duties of employment, however established, and withholding of overtime services.
- 2.13 The Union agrees further that should any employee or group of employees covered by this Agreement engage in any such job action, the Union will forthwith disavow such activity, refuse to recognize any unlawful picket line established in connection therewith, and take all reasonable means to induce such employee or group of employees to terminate such job action.

- 2.14 The Town may file an action in the court of appropriate jurisdiction to enforce this Article.
- 2.15 The Town shall provide each present employee with a copy of the final contract. New employees shall receive a copy of the final contract upon hire. In addition, to insure that the immediate supervisors are aware of the provisions of this Agreement, the Town shall also provide them with a copy of this agreement.

### **ARTICLE 3 - MANAGEMENT RIGHTS**

- 3.1 There are no provisions in this agreement that shall deem to limit or curtail the Town in any way in the exercise of the rights, powers, and authority which the Town has prior to the effective date of this contract unless and only to the extent that provisions of this agreement specifically curtail or limit such rights, powers, and authority. The Union recognizes that the Town's rights, powers, and authority, include, but are not limited to, the right to manage its operation; the right to take necessary action to fulfill its objectives in emergencies; the right to assign, direct, select, decrease and increase the work force, including hiring, promotion, demotion, transfer, suspension, discharge, layoff; the right to make all plans and decisions on all matters involving its operations; the extent to which the facilities of any department thereof shall be operated; additions thereto; replacements; curtailments, or transfers thereof; removal of equipment; outside purchases of products or services, the scheduling of operations; means of operations; the equipment to be used; the institution of technological changes; the assignment of overtime, and the right to introduce new and/or improved methods of operations and departments and to change existing methods of operations and departments; to maintain discipline and efficiency of employees; to prescribe rules to that effect; to establish and change standards of performance; determine the qualifications of employees; and to run the department efficiently. To the extent that the exercise of these rights impact on wages, hours and working conditions, the Town will be obligated to bargain pursuant to controlling State labor relations law.

### **ARTICLE 4 - SENIORITY**

- 4.1 The seniority rights of all members of the Department shall be based on length of continuous service in the Department, and shall be determined by the first day of paid employment.
- 4.2 Seniority shall not be broken by vacation, sick leave, job related injuries, authorized leaves of absence of a non-personal nature, suspension, or any military service as provided by State and Federal law, up to any limits provided for in this Agreement.
- 4.3 Employees who resign voluntarily, who are on layoff for eighteen (18) months, or are discharged for just cause shall lose all seniority.

- 4.4 In the event of a reduction in the work force, layoff shall be the inverse order of hiring and any recall to work shall be by seniority provided that the recalled employee is qualified to perform the required work and that the employee has maintained required certifications held at the time of layoff.
- 4.5 No newly appointed employee shall attain seniority under the Agreement until he/she has been continuously employed in the Colchester Fire Department for a period of twelve (12) months and has completed all the required certifications necessary for full-time employment. A probationary Fire fighter may be terminated by the First Selectman and said employee shall not have recourse to the grievance and arbitration provisions of this Agreement regarding that termination. Upon successful completion of the twelve (12) month probationary period the employee's seniority shall date back to the first day of employment. This date shall be for all other dates listed in this agreement, the employee's anniversary date.
- 4.6 During the first 90 days of an employee's probation, the employee will accrue but not use vacation, sick leave, and personal leave. The employee will be eligible to use such leave after the 90 day waiting period. Medical, dental and life insurance coverage will commence upon completion of the first 90 days.
- 4.7 The Town shall prepare, maintain and provide the Union Representative a list of employees on an annual basis, showing their seniority in time of service with the Fire Department. Such seniority shall be calculated according to length of continuous service with the Fire Department. Sick leave, line of duty injuries, vacations, military leaves, and authorized leaves of absences, shall be included in computing such time in service.
- 4.8 When more than one employee is appointed on the same day, seniority shall be determined by date and time of receipt of application, with the earliest received being ranked highest on the seniority list.

#### **ARTICLE 5 - GRIEVANCE PROCEDURE**

- 5.1 The purpose of the grievance procedure shall be to settle employee grievances on as low an administrative level as possible, so as to insure efficiency and employee morale.
- 5.2 A basis of a grievance may result from a complaint concerning:
  - a) Discharge, suspension, or other disciplinary action without just cause;
  - b) Application or interpretation of a specific provision of this agreement.
  - c) Application or interpretation of the Rules and Regulations of the Colchester Fire Department.

5.3 A grievance shall be processed in the following three (3) steps:

Step 1:

The Union shall present the grievance, in writing and with discussion, to the Chief of the Department, or duly authorized representative in his/her absence within thirty (30) calendar days of the incident giving rise to the grievance. The written grievance attached at Appendix B shall specify:

- a) A statement of the grievance and the facts involved;
- b) the date of the alleged violation;
- c) the specific section or sections of the Agreement and/or Rules or Regulations of the Colchester Fire Department alleged violated
- d) the remedy or relief sought.

The Chief of the Department shall render his/her decision within ten (10) calendar days of the date the grievance was submitted.

Step 2:

If the Union is not satisfied with the decision of the Chief of the Department, or duly authorized representative in his/her absence, the grievance may be presented, in writing, to the First Selectman of the Town of Colchester within ten (10) calendar days of the Chief's decision in Step 1. The First Selectman shall render his/her decision, in writing, to the aggrieved employee and his/her representative within fifteen (15) calendar days of receipt of the grievance.

Step 3:

If such grievance is not resolved to the satisfaction of the Union by the First Selectman, the Union may, no later than ten (10) days following the receipt of the decision at Step 2, submit such dispute to arbitration. Only the Union may submit a grievance to arbitration and it may do so by giving written notice to the Town of its intent to arbitrate the dispute.

5.4 The parties agree that unless either the Town or the Union objects, arbitration shall be conducted before the Connecticut Board of Mediation and Arbitration. Either party may require that an arbitration be heard before the American Arbitration Association. If either the Town or the Union requires that a particular arbitration be heard by the American Arbitration Association, such party shall notify the other of this fact within ten (10) days of the Union's initial request for arbitration. If the American Arbitration Association is chosen as the forum, the cost of the arbitration shall be borne by the party selecting the American Arbitration Association. The arbitrator(s) shall hear the grievance under the

applicable rules and regulations governing arbitrations by such forum and the decision shall be final and binding upon both parties. The arbitrator(s) shall have no authority to add to, subtract from, alter or modify this Agreement in any way and must comply with the terms of this Agreement in every respect.

5.5 The parties agree that the decision rendered by the arbitrator(s) shall be final and binding, provided it is not contrary to law. The arbitrator(s) shall be bound by, and must comply with all of the terms of this Agreement, and shall not have the power or authority to add to, subtract from, or, in any way, modify the provisions of this Agreement.

5.6 Additional Provisions.

- a) If either of the parties related to the grievance process desire to meet after Step 3 but prior to arbitration for the purpose of oral discussion and sharing of information including relevant documents, a meeting shall be requested and scheduled.
- b) If the grievance is not resolved, subsequent to arbitration both parties may mutually agree to submit the matter to a mediator appointed by the State Board of Mediation and Arbitration for the purpose of helping to resolve the grievance.
- c) For the purpose of time limits, day shall mean calendar days. Any time limit specified in this Article may be extended by mutual agreement of both parties in writing.
- d) If the employer fails to answer a grievance within the time specified, the grievance shall proceed to the next step. If the Union does not submit a grievance to the next higher step in the above procedure and within the time periods, it shall be deemed withdrawn.

## **ARTICLE 6 - DISCIPLINARY PROCEDURE**

6.1 No employee who has completed the probationary period shall be disciplined except for just cause. Disciplinary action as used in this Article shall be defined as limited to oral reprimand, written reprimand, suspension or discharge. Nothing in this article shall prevent the Chief of the Department or the First Selectman from reassigning or placing an employee on administrative leave with pay pending an investigation.

6.2 Progressive Discipline.

The parties jointly recognize the remedial value of progressive disciplinary action. Accordingly, whenever appropriate, Management will follow these guidelines:

- a) Take prompt corrective action.

- b) Apply discipline with a view toward uniformity and consistency.
- c) In the area of inefficient or incompetent performance, oral reprimand and constructive criticism should ordinarily precede formal disciplinary procedures; however, no such warning is necessary with respect to neglect of duty, insubordination, willful misconduct or other serious offenses.

Nothing in this section shall prohibit Management from bypassing progressive discipline when the nature of the offense requires it. The failure of the employer to apply progressive discipline in any case shall not itself be deemed arbitrary, capricious, or discriminatory.

### 6.3 Work Now Grieve Later.

It is the duty of every employee to obey every lawful command or order issued orally or, in writing, and failure to do so may result in a breakdown in discipline which could lead to serious consequences. Orders must be obeyed and grievance procedures invoked later.

Any employee who fails to carry out any lawful order or comply with rules, regulations, or instructions is subject to disciplinary action. Both parties recognize the safety rule exception to the "work now, grieve later" rule whereby an employee may refuse an assignment that would place an employee or others in real and imminent danger to life or limb.

### 6.4 Notice of Discipline.

- a) Pre-discipline hearing. There shall be an informal hearing before that body or person who will be imposing discipline beyond verbal or written warnings. The employee shall have the choice of union representation and shall be allowed to submit notarized statements from witnesses.
- b) After a Management decision is made to impose discipline, but prior to its formal imposition, management will informally notify the employee and the Union of the contemplated discipline. This allows the parties to attempt to come to an agreement on the discipline. If there is no agreement, the employer shall give formal notice of the discipline to be imposed.

### 6.5 Investigative Interviews.

- a) During an investigative interview, the employee has the right to request and receive Union representation under Weingarten. Employees ordered to answer questions shall be given the Garrity warning and receive a copy of the signed Garrity statement. (See Appendix C). An employee who answers questions under Garrity is immune from having his answers used for any criminal proceeding.

- b) No recording nor transcript will be made without the knowledge of all participants in the investigative interview.
- c) A written explanatory may be used in lieu of an investigative interview subject to the employee's right to confer with his/her Union representative. A reasonable amount of time shall be provided to the employee in which to perfect and submit a written explanatory.

6.6 Authorization and Level of Discipline.

- a) Chief of the Department may impose the following discipline.
  - 1) Oral reprimands.
  - 2) Written reprimands.
  - 3) Suspension (3 days Maximum)
- b) First Selectman or his or her designee may impose the following discipline.
  - (1) Oral reprimands.
  - (2) Written reprimands
  - (3) Suspensions (greater than 3 days)
  - (4) Dismissal

6.7 Whenever it becomes necessary to discipline an employee or apprise an employee of his/her shortcomings, the supervisor vested with that responsibility shall undertake such talks in a manner that will not cause embarrassment to the employee.

## **ARTICLE 7 - HOURS OF WORK & WORK SCHEDULE**

7.1 Work Hours/Work Period.

- a) Employees shall be regularly scheduled to work forty (40) hours per week, subject to the operating needs of the Town.
- b) Current work schedules of employees (and times when employees are regularly subject to call in) shall continue in effect, unless the needs of the Town change, in which case the Town will notify and, upon request, meet with the Union before implementing any change in regularly scheduled hours. The Town agrees to bargain over the impact of any changes it makes to employee(s) work schedules.
- c) When subject to call, employees will be paid a ten dollar (\$10) stipend per week and are expected to respond to ambulance calls.

- d) Except as otherwise provided below, each employee in the bargaining unit will be paid at the applicable hourly rate of pay for all hours worked, and shall be paid at the rate of one and one-half (1½) times such rate for all hours worked in excess of fifty-three (53) hours in a seven (7) day work cycle in accordance with Section 207k of the FLSA.
- e) Whenever employees are called in early to and/or held over on their scheduled assignments or are called in to work due to a “third tone” call in, employees shall be paid at the rate of one and one-half (1 ½) times their regular rate of pay. “Third tone” call ins on Sunday shall continue to be paid at double time.
- f) Hourly paid Fire fighters/EMTs shall not be authorized or permitted to work (or volunteer) other than as scheduled by the Chief of the Department. Such employees shall no longer be permitted to hold officer-level positions (Deputy Chief and Assistant Chief) within the volunteer service; nor shall they be eligible to receive other compensation or benefits other than as expressly set forth in this Agreement. The Captain/Safety Officer and Lieutenant shall be paid on a salary basis, at the rates set forth in Appendix E, which salary shall constitute full pay for all hours worked up to fifty-three (53) hours each work week, except that the salaried Captain/Safety Officer and Lieutenant shall also receive extra compensation under the terms set forth in e) above. Such employees also shall not receive other compensation or benefits other than as expressly set forth in this Agreement. The Captain/Safety Officer and Lieutenant may, if appointed by the Town, hold officer-level positions within the volunteer service.

## 7.2 Call-in Pay.

When an employee is required to report to duty as a result of a call-in, he or she shall be paid a minimum of two (2) hours if the work performed is not contiguous with the employee’s normal hours of work.

## 7.3 Exchange of Shifts.

- a) Employees may exchange shifts if:
  - (1) there is no additional cost to the Town of Colchester;
  - (2) the exchange is made with an employee with required certifications, training, and skills;
  - (3) shift periods do not overlap;
  - (4) the Chief of the Department is given reasonable notice - normally in excess of twenty-four (24) hours, and approves the shift change.
- a) The employee requesting the swap must complete a "Shift Change Form".
- b) The Town of Colchester is not responsible for enforcing agreements made between employees.

c) Approval of shift changes is subject to revocation as dictated by the needs of the Colchester Fire Department.

7.4 Probationary employee's scheduling shall be at the discretion of the Chief of the Department or his or her designee.

7.5 Overtime Opportunity.

With the Exception of call-in for duty under Article 7, Section 2, in the event that work is required of the bargaining unit outside normal hours of work, it shall be offered to qualified employees on a rotating basis in the order that such employees appear on the seniority roster. An opportunity refused or a "no answer" phone call or page will be considered an opportunity actually worked. If no assignment is made on a voluntary basis, the Chief of the Department may assign the least senior employee.

If the Town fails to offer the qualified employee who is at the top of the rotation list the opportunity to work such assignment, the employee shall be afforded preference for the next available assignment outside the normal hours of work he or she is qualified to perform.

This provision shall not deter or diminish the Town's right to use volunteers or salaried employees who chose to report for duty without expectation or receipt of additional compensation beyond their salary payment up to a maximum of fifty-three (53) hours of work each work week.

## **ARTICLE 8 - RATES OF PAY**

8.1 Wage Rates.

Effective July 1, 2012, all bargaining unit rates will remain unchanged from the 2011-2012 rates (see Wage Schedule at Appendix E).

Effective July 1, 2013, all bargaining unit rates will be increased by 2.5% (see Wage Schedule at Appendix E).

Effective July 1, 2014, all bargaining unit rates will be increased by 2.5% (see Wage Schedule at Appendix E).

8.2 Step Increases.

Step increases will be effective on July 1<sup>st</sup> of each fiscal year as negotiated. For those employees hired before January 1<sup>st</sup>, their step increase will be effective on July 1<sup>st</sup> of the next fiscal year. For those employees hired after January 1<sup>st</sup>, their next step increase will be on July 1<sup>st</sup> of the following year.

Example: An employee hired on September 1, 2005 would be eligible for a step increase on July 1, 2006.

Example: An employee hired on January 2, 2006 would be eligible for a step increase on July 1, 2007.

During the term of this Agreement, step increases (for eligible employees) shall be implemented as follows:

2012-2013	effective July 1, 2012
2013-2014	effective July 1, 2013
2014-2015	effective July 1, 2014

\* Only Don Lee shall be eligible to receive a step increase effective July 1, 2012.

In consideration of the fact that Nick Fischer and Seth DeAngelis shall remain at Step 2 of the Fire Fighter/EMT pay schedule until July 1, 2013, the Town agrees to provide each of them with a one-time payment in the amount of \$1,400.

8.3 Safety Officer.

Dan Rowland will be recognized as Safety Officer.

8.4 Acting Supervisor.

In the absence of the Lieutenant/Shift Supervisor who is off duty, the Chief may designate the senior qualified and available employee as acting supervisor. Such acting supervisor will be paid at Step 1 of the Lieutenant/Shift Supervisor wage rate schedule at Appendix E for all hours worked as the designated acting supervisor during any preplanned absence or after two (2) continuous days of unplanned absence.

8.5 Longevity Pay.

Full-time employees of the Town, hired on or before June 30, 2012, who have completed five (5) years of continuous full-time employment with the Town, shall be eligible for the following yearly longevity bonus, determined by the employee's length of continuous full-time service with the Town as of July 1st of each year. After the completion of the 5<sup>th</sup> year of service, the longevity compensation shall be paid in July of the next fiscal year as follows:

<u>July 1<sup>st</sup> of ...</u>	<u>Yearly Amount</u>
6 <sup>th</sup> to 9 <sup>th</sup> Year	\$450.00
10 <sup>th</sup> to 14 <sup>th</sup> Year	\$500.00
15 <sup>th</sup> to 19 <sup>th</sup> Year	\$600.00
20 <sup>th</sup> Year and over	\$750.00

Longevity payments shall be made in a separate check.

Any employee hired on or after July 1, 2012 shall not be eligible for longevity pay.

8.6 Stipend for Officer-Level Position Within Volunteer Service

Any Captain/Safety Officer or Lieutenant who is appointed by the Town as Assistant Chief or Deputy Chief shall receive a stipend of \$4,800 per year, which amount shall be paid out in monthly installments of \$400 for as long as he/she continues to hold such position.

**ARTICLE 9 - INJURY LEAVE**

- 9.1 An employee who is on authorized leave of absence due to injuries or other disabilities sustained in the performance of his/her work who is eligible for weekly Workers' compensation payments, shall have the option of using accrued sick leave and earned vacation to fund the difference between the employee's base weekly pay and weekly Workers' Compensation benefits. Such differential will be paid to the nearest whole hour increment. Differential pay shall end upon exhaustion of all the employee's accrued sick leave and earned vacation.
- 9.2 In the event that an employee is injured or disabled while en-route to, at, or returning to the employee's abode from an alarm to which the employee responded off duty, or in the event that the employee was killed or dies as a result of such injury or disability, it shall be considered for the purposes of claims under Section 9.1 of this contract, and benefits payable under the Workers' Compensation Act provided that such injury, disability or death was suffered in the line of duty and arose out of and within the course and scope of his/her employment.
- 9.3 Employees on Worker's Compensation, Heart and Hypertension, or long term disability, proven to have conducted themselves contrary to their physician's diagnosis and treatment shall be discharged.

**ARTICLE 10 - INSURANCE**

10.1 Medical, Dental and Life Insurance Benefits

Employees shall have the option to elect benefits under the current PPO plan or the Comp Mix Plan as described in Appendix G.

For employees who elect benefits under the Comp Mix Plan, they will contribute the following percentage of the premium or equivalent costs:

7/1/12 - 6/30/13	18%
7/1/13 - 6/30/14	19%
7/1/14 - 6/30/15	20%

For employees who elect benefits under the PPO Plan, they will contribute the following percentages of the premium or equivalent costs:

7/1/12 - 6/30/13	25%
7/1/13 - 6/30/14	25%
7/1/14 - 6/30/15	26%

In addition to the above-referenced premium cost sharing, effective beginning with the contract year commencing on July 1, 2014, and continuing thereafter, if premium or equivalent costs for benefits under the Comp Mix Plan and/or PPO Plan increase from the prior plan year to the next by ten percent (10%) or more, then the parties agree to share evenly in the increased costs above the ten percent (10%) threshold for employees effected by such cost increase; if the premium or equivalent costs decrease from the prior year to the next by ten percent (10%) or more, then the parties shall evenly share in the decreased costs above the ten percent (10%) threshold for employees effected by such cost reduction. This shall not apply to employees who migrate from one plan to the other from one plan year to the next. By way of example, if costs under the PPO Plan increase by fifteen percent (15%) beginning July 1, 2014 as compared to the prior plan year, then for any employee who elects PPO benefits during both years, such employee will pay his/her regular premium cost sharing and in addition, will be responsible for one-half (1/2) of the premium cost increase above ten percent (10%) (i.e., an additional 2.5% of premium under this hypothetical example).

Notwithstanding the above, employees hired on or after July 1, 2012 shall only be permitted to elect benefits under the Comp Mix Plan, under the terms outlined above.

During the term of this Agreement, the Town also shall have the right to offer an alternative plan in the form of a high deductible health plan with a health savings account to employees on a voluntary basis. Prior to implementing the alternative plan, the Town shall meet and discuss the terms of the proposed alternative plan with the Union.

Any insurance premium cost sharing contributions made by employees pursuant to this Article shall be made on a pre-tax basis pursuant to the Town's Section 125 plan.

The Town will pay the full cost, of the employee's group life insurance. Said insurance shall be in the amount of \$50,000. Effective July 1, 2009, said insurance shall increase to \$100,000.

- 10.2 Nothing herein shall be interpreted to prevent the Town from obtaining comparable medical, dental or prescription drug benefit coverage from alternative carriers, including those with preferred provider networks, or through self-insurance, so long as there is no interruption in coverage. If the Town proposes a change, it shall give written notice to

the Union. The Union may challenge the proposed change in insurance carriers/administrators on the basis that the coverage to be provided is not comparable to the existing coverage. The Union's challenge must be filed in writing within sixty (60) calendar days from notice of the proposed change, and must specify the areas in which the Union claims that the proposed plan is not comparable to the current one. The Town and Union shall meet to discuss the Union's concerns, which discussions shall be concluded no later than thirty (30) calendar days following receipt of the Union's notice of challenge. If a dispute remains, it shall be submitted to the State Board of Mediation and Arbitration pursuant to the contractual grievance procedure under Article 5.

- 10.3 As set forth more fully in the long term disability plan design a copy of which will be available to all employees, an employee who is disabled due to an accident or sickness which is not compensable under the Worker's Compensation Act, including Heart and Hypertension benefits, and who has exhausted all of his/her paid leave benefits shall be eligible for weekly accident/sickness disability insurance payments up to 60% of his/her base rate at the time of disability to a maximum of \$2,000 per month. These benefits will be offset by worker's compensation benefits (including Heart and Hypertension benefits), retirement benefits, and other state or federal mandated benefits the employee receives. In no instance shall such benefits begin until after 90 days of disability. The Town reserves the right to terminate an employee while on disability if circumstances warrant such termination without violating state or federal law.

#### **ARTICLE 11 - SICK LEAVE**

- 11.1 Each full-time employee will be entitled to sick leave with pay at the regular straight time hourly rate of pay in effect at the time leave is taken. Per diem is based on the normal or regular hours worked per day. Such leave shall be earned at the rate of one (1) day per month of continuous service in each calendar year. Full-time employees may accumulate up to sixty (60) days of paid sick leave. For the sole purpose of bridging the ninety (90) day waiting period for long term disability (LTD) insurance under Article X, Section 10.3, employees may accumulate up to 30 additional days of sick leave which can also be drawn in special circumstances involving serious health conditions at the discretion of the First Selectman.
- 11.2 Sick leave shall continue to accumulate during approved leaves of absence with pay or vacation time. Sick leave shall not continue to accumulate during leave of absences without pay, nor during the time an employee receives long-term disability payments.
- 11.3 Each employee who retires or resigns after 10 years of service will be paid for accumulated sick days in a lump sum. Upon death of an employee, the accumulated sick days shall be paid in a lump sum to his/her designated beneficiary.

- 11.4 An employee using sick leave, shall make every effort to notify the Chief of the Department or his/her designee at least one (1) hour prior to his/her shift starting time of the first day of his/her absence and each day of absence thereafter, unless the employee has indicated the number of days he/she shall be absent when first notifying the Chief as described above.
- 11.5 Sick leave benefits cannot be exercised by an employee whose absence results from intoxication, use of illegal drugs or criminal conduct during scheduled working hours. The burden of proof shall be on the Town in such instances.
- 11.6 The Town may refuse to pay sick leave benefits if investigation shows willful falsification of any claim for sick leave benefits and such conduct shall be grounds for discipline of any such employee up to and including discharge.
- 11.7 Sick leave benefits may not accrue whenever reported absence is due to employment with any outside employer during scheduled working hours.
- 11.8 The Town may have an employee examined by a doctor jointly selected by the parties or from a mutually agreed list of doctors, at the Town's expense, to determine the exact nature and extent of the employee's incapacity or illness. A doctor's certificate may be required by the Town whenever an employee is off from work three (3) or more occasions, or at any time that it is deemed that sick leave is being abused by the employee. In the latter circumstances, the Town will document the reasons for such request. Whenever an employee is off from work for ten (10) or more work days, the employee shall give the Town a doctor's release before the employee returns to work.

## **ARTICLE 12 - PERSONAL LEAVE**

### **12.1 Paid Personal Leave Days.**

All full-time employees shall be entitled to four (4) personal leave days annually.

### **12.2 Employees hired during the year shall receive pro-rata personal leave days as follows and shall be allowed to use same at the completion of the probationary period:**

Hired on or after January 1 through March 31 -- 3 personal days

Hired on or after April 1 through June 30 -- 2 personal days

Hired on or after July 1 through September 30 -- 1 personal day

Hired on or after October 1 through December 31 -- 0 personal days

12.3 Paid personal leave days are to be taken in no less than half (1/2) day increments, provided the employee gives prior notice of at least twenty-four (24) hours. Paid personal leave days cannot be carried over from one year to the next.

12.4 Personal Leave Days without Pay.

Personal leaves of absence without pay may be granted to permanent employees on the recommendation of the Fire Chief with the approval of the First Selectman.

12.5 Request for such personal leave without pay shall be made, in writing, to the Fire Chief and shall include a statement of the reasons and the length of the leave requested.

12.6 During the period of personal leave without pay, the employee shall not be credited for length of service and shall not be credited with time for the purposes of accruing sick leave, personal leave and vacation time.

### **ARTICLE 13 - FUNERAL LEAVE**

13.1 In the event of a death in the immediate family of a full-time employee, paid leave consisting of three (3) consecutive working days shall be granted. The employee shall be paid his/her regular or normal per diem rate for any of the three (3) consecutive working days which fall within his/her scheduled shift and for which he/she attends the funeral. The term "immediate family" shall include the employee's spouse, child, parent, grandparent, sibling, mother, or father in-law, grandchild, or any other relative who is living in the employee's household.

13.2 In the event of the death of a brother or sister in-law, aunt, uncle, niece, or nephew of the employee or his/her spouse, one (1) paid day leave shall be allowed as long as the employee attends the funeral and the day of the funeral is a scheduled work day.

13.3 The First Selectman may, in his/her discretion, grant additional time off for funeral leave which will be deducted from an employee's vacation time or personal days. The granting or not granting of said days is at the sole discretion of the First Selectman, and shall not be grievable.

### **ARTICLE 14 - FAMILY MEDICAL LEAVE**

14.1 Eligible employees shall be permitted unpaid leave of absence in compliance with the requirements of the Family Medical Leave Act. During such leave, an employee shall not be credited for length of service and shall not be credited with time for the purposes of accruing sick leave, personal leave and vacation leave. In addition, for all leaves which qualify under the Family Medical Leave Act, to the extent an employee has accrued sick leave, personal leave and vacation leave, the employee's family and medical leave may be charged against such accrued sick leave, personal leave and vacation leave.

## ARTICLE 15 - LIGHT DUTY

- 15.1 An employee who is on leave due to injury or illness shall be assigned to "light duty" work if such work is available as determined by the Chief of the Department and First Selectman. The light duty assignment shall commence from and after the date on which the employee's treating physician determines that the employee may return to work even though the employee cannot perform all of the regular duties of a Firefighter/EMT. Such assignment shall be subject to the following:
- a) The assignment shall be consistent with limitations prescribed by the employee's treating physician.
  - b) The nature and duration of the assignment shall be determined by the Town. Notice of same, together with a general description of the duties, shall be given to the employee and the Union in writing. The assignment shall be a Fire Department function.
  - c) The work schedule for an employee on light duty status shall be subject to any limitation on hours or work prescribed by the employee's treating physician. If the employee's hours are limited to less than the normal or regular hours per shift, the employee shall be paid only for those hours actually worked and the remainder shall be paid for by Workers' Compensation.
  - d) Unless specifically prescribed by the treating physician, the shift assignment shall not be limited.
  - e) Any employee who is released by the treating physician to perform restricted work and who is assigned light duty must accept the light duty as assigned.
  - f) In determining the availability of light duty work, the Town shall not discriminate based on whether an employee was injured on or off the job.

## ARTICLE 16 - VACATION

- 16.1 Full-time employees shall be granted time off with pay for vacations according to the following schedule:

<u>Year of Completed Continuous Full-Time Service</u>	<u>Rate Accumulated</u>
After 1 year	One week (5 working days)
After 2 years	Two weeks (10 working days)
After 7 years	Three weeks (15 working days)
After 14 years	Four weeks (20 working days)
After 20 years	Five weeks (25 working days)

- 16.2 Vacation requests for two or more days must be submitted at least fifteen (15) days in advance unless there are extenuating circumstances. All vacation requests for one (1) day shall be submitted at least twenty-four (24) hours in advance. Employees shall submit vacation requests for approval by the Chief of the Department or his/her designee.
- 16.3 Vacations shall be scheduled in whole-day or in half-day increments if approved in advance.
- 16.4 In granting time off, every effort will be made by the Town to meet the requests of the employees as to scheduling of vacation. In the event of conflicting requests, the employee with the greater seniority shall have the preference.
- 16.5 An employee shall not be called in on his/her vacation except in an emergency or with his/her agreement.
- 16.6 Unbroken full-time service with the Town shall be counted towards years of service for the calculation of vacation time for employees transferring into the Department.
- 16.7 Employees will be allowed to carry over accrued but not used vacation days up to a maximum of five (5) per year to a maximum accumulation of fifteen (15) days.
- 16.8 In the event of retirement, line of duty death, or termination, all earned but not used vacation shall be paid in a lump sum payment to the employee. In the event of death, a lump sum payment for earned but not used vacation shall be made to the beneficiary of the employee. Said payment shall be at the employee's current base pay rate.
- 16.9 An employee's vacation shall be credited on January 1<sup>st</sup> of each contract year.

#### **ARTICLE 17 - MILITARY LEAVE**

- 17.1 Military leave will be provided in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994. Copies of such Act will be provided to the employees.

## ARTICLE 18 - HOLIDAYS

18.1 Eligible full-time employees shall observe the following holidays off with pay annually:

New Years Day	Sunday Monday Tuesday Wednesday Thursday Friday Saturday	Friday one-half day to Tuesday 7:30 am Friday one-half day to Tuesday 7:30 am Monday one-half day to Wednesday 7:30 am Tuesday one-half day to Thursday 7:30 am Wednesday one-half day to Friday 7:30 am Thursday one-half day to Monday 7:30 am Thursday one-half day to Monday 7:30 am
Martin Luther King Day	One Day Only	Saturday – Day off on Friday Sunday – Day off on Monday
Floater	One Day Only	With 24 hours advanced notice
Washington’s Birthday	One Day Only	Third Monday in February
Good Friday	One Day Only	
Memorial Day	One Day Only	Last Monday in May
Independence Day	One Day Only	Saturday – Day off on Friday Sunday – Day off on Monday
Labor Day	One Day Only	First Monday in September
Columbus Day	One Day Only	Second Monday in October
Veterans Day	One Day Only	Saturday – Day off on Friday Sunday – Day off on Monday
Thanksgiving Day/ Day After	Two Days	Thursday and Friday
Christmas Day	Sunday Monday Tuesday Wednesday Thursday Friday Saturday	Friday one-half day to Tuesday 7:30 am Friday one-half day to Tuesday 7:30 am Monday one-half day to Wednesday 7:30 am Tuesday one-half day to Thursday 7:30 am Wednesday one-half day to Friday 7:30 am Thursday one-half day to Monday 7:30 am Thursday one-half day to Monday 7:30 am

18.2 If a holiday falls during an employee's vacation, he/she shall be given an additional day off.

## ARTICLE 19 - FITNESS FOR DUTY EXAMINATIONS

19.1 Fitness for Duty Examinations:

- a) The Town and the Union agree that it is the responsibility of each employee to achieve and maintain a reasonable level of physical fitness and general good health.

- b) In accordance with Federal and State disability laws, if questions of fitness for duty are raised by the Town, the Town may require an employee to undergo a physical, psychiatric, and/or psychological examination by a licensed physician, psychiatrist, and/or psychologist of the Town's choice to determine continued fitness for duty. The Town agrees to pay for such examinations. The content of the medical information will be limited to the extent required by Federal and State law and will be treated as confidential and reviewed by Town officials only on a need-to-know basis and will be disclosable to the public only if permitted under Federal and State law.
- c) If an examination indicates that an employee is not physically or psychologically fit for duty, the employee, if eligible, will be placed on unpaid leave of absence in compliance with controlling federal and state disability law or will be subject to the light duty and/or workers' compensation (if job related) provisions of this Agreement. An employee placed on such leave may exhaust accrued sick leave, vacation leave and personal leave at his/her option. The Town reserves the right to administratively separate an employee from employment with the Town if not eligible for unpaid leave of absence if circumstances warrant such separation without violating Federal and State disability law.

**ARTICLE 20 - PERSONAL CLOTHING, CLOTHING ALLOWANCE,  
UNIFORM ALLOWANCE, AND TOWN PROVIDED EQUIPMENT**

- 20.1 Employees may utilize personal fire-fighting protective clothing as long as it meets the most current NFPA specifications. Personal protective clothing shall not be considered for reimbursement for loss or damage.
- 20.2 Each employee, upon appointment, shall receive seven (7) work shirts with patches, seven (7) work trousers, badge, name tag, one pair of Nomex coveralls and one (1) winter jacket. Thereafter, on an annual basis, the Town will provide each employee seven (7) work shirts and seven (7) work trousers. Work shirts and trousers shall be N.F.P.A. compliant station wear. Employees will be permitted to use fire department laundry equipment to launder uniforms possibly contaminated with blood borne pathogens.
- 20.3 Upon severance from employment, the employee must return all Town owned property, equipment or materials including the seven (7) current set of uniforms.
- 20.4 Upon submission of proof of purchase, the Town shall reimburse each employee for up to \$260.00 annually toward the purchase of OSHA approved safety shoes in compliance with Town standards as established by the Chief of the Fire Department. Such reimbursement will be made in the first payroll period following submission of proof of purchase.

- 20.5 The Town shall provide each employee with two (2) complete sets of protective clothing that meets N.F.P.A. standards. Protective clothing shall consist of a helmet with company shield, turn out coat, turnout pants, boots, hood, fire gloves and safety glasses. Each employee shall be issued one (1) set of foul weather gear, consisting of pants and coat for use at medical and non-fire emergencies and one alerting pager.
- 20.6 Personal clothing, watches up to \$100.00, eyeglasses, contact lenses, or any fire, rescue or medical related equipment damaged, lost or destroyed in the line of duty will be repaired or replaced by the Town, provided loss, destruction or damage is reported within forty-eight (48) hours of its occurrence to a chief officer or supervisor and is not in any way due to the employee's own negligence. All claims of lost personal property shall be subject to approval by the First Selectman or his/her designee. The Town reserves the right to reimburse the employee for such loss in lieu of repairing or replacing such items.

## **ARTICLE 21 - CERTIFICATION/TRAINING**

### 21.1 Mandated Certification.

As a condition of employment, all new and existing employees are required to successfully complete and maintain the following Fire Department mandated certificate programs as these programs may be modified to meet legal requirements:

- 1) State of Connecticut EMT – B (including current medical control interventions and defibrillator training;
- 2) State of Connecticut Fire fighter Level II (including current Hazmat and Rescue operational levels with annual refreshers required);
- 3) State of Connecticut Commercial Drivers License, Class 'B' or 'A;' or
- 4) State of Connecticut Non-commercial Drivers License Class D with "Q" endorsement.

21.2 Transportation to a training facility or site outside of Colchester may be arranged with the Town's transportation pool or by Private Owned Vehicle (POV). If made available the Town's transportation vehicle shall be used. POV usage will be reimbursed to the employee only if he/she uses their own transportation. Rates of reimbursement shall be at the current IRS mileage rate. Forms or methods of reimbursement shall be at the requirement of the Town.

21.3 Failure to obtain or maintain the required mandated EMT-B training certification or recertification shall result in the following which are conditioned on the Town's ability to find suitable replacements for the interim period:

- 1) Affected employees may undergo the number of re-tests that are allowed by the State of Connecticut.

- 2) Affected employees shall be allowed six (6) months to comply with this Article's certification requirements.
- 3) Failure to comply with the certification requirements within six (6) months shall result in immediate termination.
- 4) During the first ninety (90) days of the six (6) month period, employees will be allowed to work if in compliance with controlling statutes/regulations. During the remainder of the six (6) month period, affected employees shall not work and shall not be compensated.

21.4 It shall be the sole responsibility of the employees to maintain their current Drivers License certifications. The Town will continue to provide for mandated EMT-B recertification training.

21.5 Joint Training Committee.

A joint-training committee composed of the Union President, the Union Staff Representative, and the four (4) Fire Department Officers, shall convene on a quarterly basis at the written request of either party to discuss the training needs of bargaining unit members.

21.6 Training Outside Normal Hours of Work.

All training shall be paid at the appropriate rate of pay in accordance with the terms of Section 7.1. Training time shall include travel time to and from the training facility.

21.7 Driver/Operator Qualification Training.

All training for apparatus driver/operator qualifications shall be provided by the Town without expense to the employee. Training can be conducted by any qualified apparatus operator with the final qualification on the apparatus being given by the shift supervisor and approved by the Chief of the Fire Department. A copy of such qualification shall be provided to the Chief of the Department and a copy of same shall be placed in the driver's/operator's personnel training file.

21.8 Tuition, Books, Study Materials.

The Town shall be responsible for all tuition, books, and study materials associated with any required training.

**ARTICLE 22 - 401(a) PLAN/  
SECTION 457 DEFERRED COMPENSATION PLAN**

- 22.1 Full-time employees are eligible to participate in a Section 401(a) Plan after completing one year of employment with the Town. Plan details will be provided to each eligible employee. The Town and the employee will each contribute seven percent (7%) of base pay only (not including overtime, longevity, etc.) beginning on the employee's first anniversary date. Employee contributions will be made on a pre-tax basis. The combined contribution by the Town and the employee will not exceed the maximum allowed by law per year. Employees can voluntarily contribute more than the maximum percentages quoted above on an after tax-basis subject to annual limits allowed by law including pre-tax employer and employee contributions.

Employees hired on or after July 1, 2012 shall receive 401(a) Plan benefits subject to a five (5) year vesting schedule.

- 22.2 Effective upon ratification, each employee shall have the option of contributing to the Town's Section 457 Plan in addition to the 401(a) plan described in Section 22.1 to the maximum contributions allowed by law per year. Plan details will be provided to each eligible employee. Employee contributions that are made to either the 457 Plan are in addition to employee contributions made to the 401(a) plan. The Town will not make contributions to either the 457 Plan.

**ARTICLE 23 - GENERAL PROVISIONS**

- 23.1 The Town will designate one (1) bulletin board or a portion of a bulletin board (6 square feet) on the premises of the Fire Department for the purpose of posting notices concerning Union business and activities or any other matters pertaining to Union business.
- 23.2 Employees shall receive a copy of all materials placed in their personnel jackets subject to applicable state statutes.
- 23.3 The use of any gender within this agreement shall include all genders.
- 23.4 The Town shall provide each present and each new employee with a copy of this agreement. The Town shall also provide the Union with three (3) additional copies as well as an electronic copy (on disk or by e-mail as mutually agreed upon).
- 23.5 Any Captain/Safety Officer or Lieutenant who serves in an officer-level position within the Volunteer Service (Deputy Chief and Assistant Chief), who regularly uses his/her personal vehicle to report to the emergency scene, shall receive a vehicle allowance of \$50 per month.

## **ARTICLE 24 - UNION ACTIVITY**

- 24.1 The Union-designated steward and the aggrieved employee shall be granted leave from duty without loss of pay or benefits for all grievance meetings between the Town and the Union, arbitration hearings and hearings before the State Board of Labor Relations when such meetings take place at a time during which the Union-designated steward or the aggrieved employee is scheduled to be on duty.
- 24.2 A Union Staff Representative shall have reasonable access to the work site for purposes of conferring with the Employer, Union-designated steward, or employees, and for the purpose of administering this Agreement. Where the Union Staff Representative finds it necessary to enter the work site, he/she shall first advise the First Selectman or his/her designee. Such visits shall not unduly interfere with the operation of Town business.
- 24.3 Two (2) members of the Union Negotiating Committee shall be granted leave from duty with full pay for all meetings between the Town and the Union for purposes of negotiating the terms of the contract, when such meetings take place at a time during which the members are scheduled to be on duty.
- 24.4 The President, or member elected to attend Union labor conventions and educational conferences, shall be granted leave without pay except that said members may use personal leave provided that the President or elected member is scheduled on duty at the time of said labor convention or educational conference. All such leaves shall be requested at least one (1) week in advance and approved by the First Selectman or his/her designee.

## **ARTICLE 25 - NONDISCRIMINATION**

- 25.1 The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination because of age, sex, disability which is unrelated to the ability of the employee to perform a particular job, marital status, race, color, religion, creed, national origin, sexual preference/ orientation, political affiliation or veteran status or military service.

## **ARTICLE 26 - COMPLETE AGREEMENT**

- 26.1 If any sentence, clause or phrase of this Agreement shall be held illegal or unenforceable by legislative or judicial authority, the affected sentence, clause or phrase shall be severed from the Agreement. The validity of the remaining sections and articles of this Agreement shall not be affected thereby. The parties agree to meet promptly to negotiate a substitute for any severed portion of this Agreement, if required.

26.2 All memoranda of understanding or agreement hereinafter entered into between the parties to this Agreement shall be incorporated and remain part of this Agreement. Only the following memoranda of understanding/agreement shall be continued during the duration of this Agreement:

- a) June 23, 2009 Memorandum of Agreement regarding Safety Officer;
- b) June 23, 2009 Side Letter of Agreement regarding drug testing for non-CDL personnel.

Otherwise this Agreement supersedes any and all prior practices, courses of dealing and other previously agreed upon arrangements which are not expressly incorporated into this Agreement.

26.3 Insofar as any rule and regulation is in direct conflict with an expressed and lawful provision of this Agreement, said rule or regulation is superseded and rendered void, and the applicable provision of this Agreement shall govern.

#### **ARTICLE 27 - DURATION**

27.1 The Town and the Union agree that unless a particular provision is stated to be retroactive, this agreement shall be effective as of the date of signing and shall remain in full force and effect until June 30, 2015. The Town and the Union agree that only those employees on the active payroll as of the date of signing shall be eligible for any retroactive wages or benefits.

#### **ARTICLE 28 – FEDERAL, STATE AND MUNICIPAL LAWS AND REGULATIONS**

28.1 Unless superseded by the expressed and lawful terms of the agreement, the Town and the Union shall recognize and adhere to all provisions of the law, Town Charter, Town Ordinances, the Standard Operating Procedures and Rules, Policies and Regulations of the Fire Department, and the Town's Personnel Policies.

#### **ARTICLE 29 – PROMOTIONS**

29.1 Except as otherwise provided below for appointments to Assistant Chief and/or Deputy Chief positions in the volunteer service, all vacant positions which represent promotional opportunities within the bargaining unit which the Town intends to fill shall be posted internally for a period of not less than five (5) working days.

- 29.2 Promotional examinations are to be conducted whenever a vacancy under Section 29.1 exists. The Town shall provide the Union with the job-related criteria for determining a promotion and the Union shall be given an opportunity to provide input and/or suggestions regarding such criteria prior to the Town finalizing it.
- 29.3 Promotions to fill vacancies shall be subject to a ninety (90) day qualifying period during which the employee must demonstrate to the Town that he/she is, in fact, qualified to perform the duties of the position. In the event that a promoted employee does not satisfactorily perform the duties of the position during the qualifying period, the employee shall be reinstated to his/her former job classification at the applicable rate of pay. In any case where the evaluative judgment of management is subject to arbitration, the arbitrator shall not substitute his/her judgment unless the Union can show that management acted arbitrarily or capriciously.
- 29.4 The Town shall have the unilateral and exclusive right to promote and/or remove a Captain/Safety Officer and/or Lieutenant to/from the position of Assistant Chief and/or Deputy Chief and such decision by the Town shall not be grievable or otherwise subject to challenge under Article 5, Grievance Procedure. In the event of a removal from such a position the employee shall return to his/her prior job classification with credit for time served in the higher rank.

### **ARTICLE 30 – PERFORMANCE EVALUATIONS**

#### **30.1 Annual Evaluation**

Each employee will be evaluated in the first week of May and June 30<sup>th</sup> of each year by the Chief of the Department with input from the employee's immediate supervisor. An overall unsatisfactory performance rating will deny an employee his/her next step increase in July if such increases have been afforded by contract.

#### **30.2 Acknowledgement of Receipt**

The employee shall be given a copy of any evaluation form which he/she is required to sign at the time of receipt. An employee's signature on such form shall not be construed to indicate agreement or approval of the rating by the Town.

#### **30.3 Union Input into Evaluation Process.**

Prior to revising the service form, the Town will provide an opportunity for the Union to have input into the process.

## **ARTICLE 31 – CALL BACK FOR DUTY**

- 31.1 Employees of the Bargaining Unit shall be called back to duty for any working structure fire or Second Alarm as defined in the Alarm Assignment Manual. Employees can be called back to duty at the discretion of the Officer in Charge for any emergency.
- 31.2 The Fire Chief or any Chief Officer, in the absence of the Fire Chief, may call employees of the bargaining unit back to duty for standby during weather emergencies or pending weather emergencies, or any other emergency situation where the public safety could be compromised, as determined by the First Selectman or his/her designated representative.
- 31.3 When employees of the bargaining unit are called back to duty as outlined in Section 31.2 of this article, said employees shall be allowed to sleep between the hours of 23:00 and 06:30 when not engaged in emergency responses.

## **ARTICLE 32 – JURY DUTY/COURT APPEARANCES**

- 32.1 All employees who are called (not volunteered) to serve as jurors will receive their regular pay less their pay as a juror for each workday while on jury duty, which shall not include “on call” jury time when employees are able to be at work. The employee shall report for any portion of a regular workday when not required to be in court.

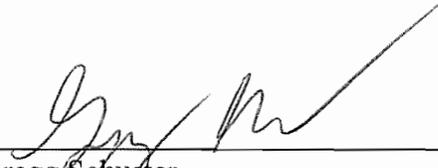
The receipt of a subpoena or notice to report for jury duty must be reported immediately to the Employer, and the Employer may request that the employee be excused or exempted from jury duty if, in the opinion of the Employer, the employee’s services are essential at the time of the proposed jury service. To obtain reimbursement, the employee must present a statement from the Court showing the dates of jury service and jury fees received.

- 32.2 If an employee receives a subpoena or other order of the court requiring an appearance during normal working hours for Town-related actions, time off with pay and without loss of earned leave time shall be granted. In all other cases, employees may use vacation or personal time.

This Agreement executed this 27<sup>th</sup> day of September, 2013.

TOWN OF COLCHESTER

COLCHESTER FIREFIGHTERS  
UPPFA, IAFF, LOCAL #3831



  
Michael L. Spoldi,  
Union Staff Representative

Gregg Schuster,  
First Selectman

\_\_\_\_\_  
Date

9/27/13  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Chief Walter Cox



Ⓢ Robert Dombroski, Union President  
NICK FISCHER

\_\_\_\_\_  
Date

9/30/13  
\_\_\_\_\_  
Date

SIDE-LETTER OF AGREEMENT

between

THE TOWN OF COLCHESTER (The Town)

and

UPPFA, IAFF, Local #3831 (The Union)

Re: Drug Testing for Non-CDL Personnel

The parties agree that should the Town institute a Drug and Alcohol Testing Policy and Procedure for all Town of Colchester employees, then non-CDL bargaining unit employees shall be covered by such policy subject to negotiation of specific terms and conditions.

Agreed to and Approved by the undersigned.

FOR THE TOWN OF COLCHESTER

FOR UPPFA, IAFF, Local #3831

\_\_\_\_\_  
/s/  
Linda Hodge, First Selectman

\_\_\_\_\_  
/s/  
Matthew Flor, Union Staff  
Representative

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Date:

# APPENDIX A



## APPLICATION FOR MEMBERSHIP in International Association of Fire Fighters

.....  
 (PRINT)  
 \$ ..... 1 mo. per capita in advance  
 \$ ..... Initiation Fee  
 I.A.F.F. Representative .....  
 Date .....

I, ..... the undersigned,  
 (PRINT)

- a. Apply for membership in the above union and agree to abide by its Constitution and By-Laws.
- b. Herby tender \$..... as payment of initiation fee.  
 \$..... 1 mo. per capita in advance.
- c. Authorize the union to be my exclusive bargaining agent.
- d. Authorize monthly payroll deduction for Union Dues.

Signed .....

Signature	Rank	Station	Shift
Home Address	City	State	Zip
Telephone	Date		

NOTE: Retain in Local Union files.

**APPENDIX B**

**Town of Colchester  
Colchester Fire Fighters  
Local 3831**

**Grievance Petition**

Grievance Number \_\_\_\_\_

Date Grievance Occurred: \_\_\_/\_\_\_/\_\_\_

Article(s) and/or Section(s) of Contract Violated: \_\_\_\_\_

Statement of Grievance and Facts Involved: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Remedy or Relief Sought: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature of Grievant \_\_\_\_\_ Date \_\_\_/\_\_\_/\_\_\_

Signature of Union President \_\_\_\_\_ Date \_\_\_/\_\_\_/\_\_\_

Date Submitted to Chief of Department at Step 1: \_\_\_/\_\_\_/\_\_\_

Step 1 Answer: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Signature of Chief of Department \_\_\_\_\_ Date \_\_\_/\_\_\_/\_\_\_

Date Submitted to First Selectman at Step 2: \_\_\_/\_\_\_/\_\_\_

Step 2 Answer: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Signature of First Selectman \_\_\_\_\_ Date \_\_\_/\_\_\_/\_\_\_

**APPENDIX C**

**GARRITY RIGHTS**

I hereby acknowledge that I have been advised of my rights against self-incrimination and understand that because I am being compelled to answer all questions relating to my official duties pursuant to an internal investigation, the Town cannot use the information I share against me in future criminal proceedings. I also understand that because I have been given adequate immunity from self-incrimination, I must either answer the questions under oath about my job performance or suffer the loss of my employment.

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**APPENDIX D**

<b>FIREFIGHTER/EMT EVALUATION SHEET</b>
---

Name of Evaluator: \_\_\_\_\_ Name of Employee: \_\_\_\_\_

Employee Date of Hire: \_\_\_\_\_ Job Title: \_\_\_\_\_ Department: \_\_\_\_\_

Evaluation Period: From \_\_\_\_\_ To \_\_\_\_\_

An evaluation will be completed annually using this form. Place an X in the column which most accurately reflects your evaluation of the employee in each category. The definitions for each rating are as follows:

- Unsatisfactory (US):** Is not meeting expected performance standards.
- Needs Improvement (NI):** Meets most of expected performance standards but needs improvement in identified areas.
- Satisfactory (SA):** Meets the expected performance standards.
- Exceeds Expectations (EE):** Performs beyond the expected performance standards.
- Outstanding (OS):** Performs well beyond the performance standards in an exceptional manner.

**PERFORMANCE CRITERIA**

<b>I. Work Organization/Management</b>	<b>US</b>	<b>NI</b>	<b>SA</b>	<b>EE</b>	<b>OS</b>
A. Assumes responsibility, plans work, develops good routines and methods.					
B. Resourceful in performing assigned tasks.					
C. Strives for simplicity in organization and in communicating to others.					
D. Suggests methods of improving procedures.					
E. Possesses basic skills needed for assigned work including physical ability.					
F. Demonstrates appropriate care of equipment, materials and facilities.					
G. Adapts to job changes.					
H. Knows/Adheres to standard operating procedures.					
I. Demonstrates sound written and oral communications.					
J. Observes safety requirements.					
K. Demonstrates knowledge of medical emergency procedures.					
L. Demonstrates basic skills to perform medical service and firefighting duties.					

Comments: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

<b>II. Efficiency</b>					
A. Avoids mistakes.					
B. Approaches each task efficiently.					
C. Completes work assigned in reasonable time and in a satisfactory manner.					
D. Systematic, neat and shows awareness of related activities.					
E. Completes acceptable quantity of work.					

Comments: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

<b>III. Attitude and Personal Qualities</b>	<b>US</b>	<b>NI</b>	<b>SA</b>	<b>EE</b>	<b>OS</b>
A. Demonstrates appropriate attitude toward job.					
B. Has positive attitude toward other staff members, co-workers and the public.					
C. Displays appropriate attitude when following instructions of supervisor(s).					
D. Has good attendance and is punctual.					
E. Willing to try new materials and new methods.					
F. Exhibits a neat and professional appearance.					
G. Carries out orders and is consistently trustworthy and reliable.					

Comments: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

<b>IV. Initiative</b>					
A. Able to work independently and exercises good judgment.					
B. Knows when to consult supervisor.					
C. Receptive to constructive suggestions and implement suggestions.					
D. Uses time appropriately and willing to help others.					
E. Informs supervisor of existing and potential problems.					

Comments: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

<b>V. Relating to Public</b>					
A. Demonstrates a sense of pride as a Town employee.					
B. Remains calm under stress.					
C. Courteous and cooperative with people encountered in performance of job.					

Comments: \_\_\_\_\_  
 \_\_\_\_\_

<b>VI. Overall Evaluation Summary (Check one item)*</b>					

General Comments: \_\_\_\_\_  
 \_\_\_\_\_

Evaluators Signature: \_\_\_\_\_ Date: \_\_\_\_\_

I understand that my signature on this evaluation does not mean that I agree with this evaluation, but that I acknowledge receipt.

Employee's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Employee's Comments: \_\_\_\_\_  
 \_\_\_\_\_

\*Overall "Unsatisfactory" rating warranted if 5 or more performance criteria rated "unsatisfactory;" or 10 or more performance criteria rated "needs improvement;" or any combination of 10 or more performance criteria rated either "unsatisfactory" or "needs improvement."

**APPENDIX E  
Wage/Step Schedule**

**Firefighters/EMTs**

<b>Step</b>	<b>Months of Continuous Service</b>	<b>7/1/12</b>	<b>7/1/13</b>	<b>7/1/14</b>
1	0-12 months	18.54	19.00	19.48
2	13-36 months	19.92	20.42	20.93
3	37-48 months	21.29	21.82	22.37
4	49-60 months	22.66	23.23	23.81
5	61-72 months	24.06	24.66	25.28
6	72 months	26.17	26.82	27.49

**Lieutenant/Shift Supervisor**

<b>Step</b>	<b>Months of Continuous Service In Position</b>	<b>Salary 7/1/12</b>	<b>Hourly Rate 7/1/12</b>	<b>Salary 7/1/13</b>	<b>Hourly Rate 7/1/13</b>	<b>Salary 7/1/14</b>	<b>Hourly Rate 7/1/14</b>
1	0-12 months	57,116.80	20.72	58,877.20	21.25	60,238.80	21.77
2	13-36 months	58,822.40	21.34	60,531.12	21.88	62,034.48	22.42
3	37-48 months	60,569.60	21.98	62,326.80	22.53	63,871.92	23.09
4	49 months	62,337.60	22.62	64,143.36	23.18	65,751.12	23.77

**Captain/Safety Officer**

<b>Step</b>	<b>Months of Continuous Service In Position</b>	<b>Salary 7/1/12</b>	<b>Hourly Rate 7/1/12</b>	<b>Salary 7/1/13</b>	<b>Hourly Rate 7/1/13</b>	<b>Salary 7/1/14</b>	<b>Hourly Rate 7/1/14</b>
1	0-12 months	59,508.80	21.59	61,220.16	22.13	62,765.28	22.69
2	13-36 months	61,276.80	22.23	63,057.60	22.79	64,623.60	23.36
3	37-48 months	63,065.60	22.88	64,895.04	23.46	66,502.80	24.04
4	49 months	64,916.80	23.55	66,795.12	24.14	68,465.52	24.75

**APPENDIX F**

MEMORANDUM OF AGREEMENT

between

THE TOWN OF COLCHESTER (The Town)

and

UPPFA, IAFF, Local #3831 (The Union)

Re: Safety Officer

The parties agree that the current Safety Officer, Dan Rowland, shall retain his rank as a Staff Captain until such time as his separation or retirement from employment with the Town of Colchester.

The parties further agree that any individual subsequently appointed to the Safety Officer position shall be granted the rank of Lieutenant and shall receive compensation in accordance with the existing wage schedule for the Lieutenant/Shift Supervisor position.

Agreed to and Approved by the undersigned.

TOWN OF COLCHESTER

COLCHESTER FIREFIGHTERS  
UPPFA, IAFF, LOCAL 3831

\_\_\_\_\_/s/  
Linda Hodge, First Selectman

\_\_\_\_\_/s/  
Matthew Flor, Union Staff Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_/s/  
Chief Walter Cox

\_\_\_\_\_/s/  
Nick Fischer, Union President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**APPENDIX G**



**CENTURY PREFERRED COMP MIX**

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

<b>COST SHARE PROVISIONS</b>	<b>In-Network Member pays:</b>	<b>Out-of-Network Member pays:</b>
Calendar Year Deductible ( <i>individual/family</i> )	\$250/\$500	\$500/\$1000
Coinsurance	20% after deductible up to	40% after deductible up to
Coinsurance Maximum ( <i>individual/family</i> )	\$1,250 / \$2,500	\$2,500 / \$5,000
Cost Share Maximum ( <i>individual/family</i> )	\$1,500 / \$3,000	\$3,000 / \$6,000
Lifetime Maximum	Unlimited	\$1,000,000

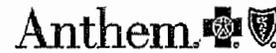
  

	<b>In-Network After Deductible Member pays:</b>	<b>Out-of-Network After Deductible Member pays:</b>
<b>PREVENTIVE CARE</b>		
Well child care	\$0 Copayment, Deductible waived	40%
Periodic, routine health examinations	\$0 Copayment, Deductible waived	40%
Routine OB/GYN visits	\$0 Copayment, Deductible waived	40%
Mammography	\$0 Copayment, Deductible waived	40%
Hearing screening	\$0 Copayment, Deductible waived	40%
<b>MEDICAL CARE</b>		
Office visits	\$20 Copayment, Deductible waived	40%
Specialist visits	\$30 Copayment, Deductible waived	40%
Outpatient mental health & substance abuse	\$30 Copayment, Deductible waived	40%
OB/GYN care	\$30 Copayment, Deductible waived	40%
Maternity care	\$30 Copayment, Deductible waived	40%
Diagnostic lab and x-ray	20%	40%
High-cost outpatient diagnostic The following are subject to copay: MRI, MRA, CAT, CTA, PET, SPECT scans- <b>(Precertification is required)</b>	\$75 to a \$375 annual maximum	40%
Allergy services Office visits/testing	\$30 Copayment, Deductible waived	40%
Injections—80 visits in 3 years	20%	40%
<b>HOSPITAL CARE – Prior authorization required</b>		
Semi-private room ( <i>General/Medical/Surgical/Maternity</i> )	20%	40%
Inpatient mental health & substance abuse-after 12 <sup>th</sup> visits	20%	40%
Skilled nursing facility – up to 120 days per calendar year	20%	40%
Rehabilitative services – up to 60 days per person per calendar year	20%	40%
Outpatient surgery – in a hospital or surgi-center	20%	40%
<b>EMERGENCY CARE</b>		
Walk-in centers	\$20 Copayment, Deductible waived	40%
Urgent care – at participating centers only	\$50 Copayment, Deductible waived	Not Covered
Emergency care – copayment waived if admitted	\$100 Copayment, Deductible waived	\$100 Copayment, Deductible waived
Ambulance	20%	20%

CENTPRMX

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OTHER HEALTH CARE	In-Network After Annual Deductible <i>Member pays:</i>	Out-of-Network After Annual Deductible <i>Member pays:</i>
Outpatient rehabilitative services <i>30 combined visit maximum for PT, OT and ST per year. 20 visit maximum for Chiro. Per year. Prior authorization required</i>	\$30 Copayment, Deductible waived	40%
Durable medical equipment / Prosthetic devices <i>Unlimited maximum per calendar year</i>	20%	40%
Diabetic supplies, drugs & equipment	20%	40%
Infertility – <i>prior authorization required</i> <i>Some restrictions may apply</i>	20%	40%
Home health care-200 visits per member per calendar year	20%, Deductible waived	20%, Deductible waived
Hospice	20%	40%
Private Duty Nursing-\$50,000 maximum	20%	40%
Transplants-\$1,000,000 lifetime maximum-Please see description below	20%	40%
Acupuncture	Not Covered	Not Covered
Gastric Bypass	Not Covered	Not Covered

**PREVENTIVE CARE SCHEDULES**

<p><b>Well Child Care (including immunizations)</b></p> <ul style="list-style-type: none"> <li>◆ 6 exams, birth to age 1</li> <li>◆ 6 exams, ages 1 - 5</li> <li>◆ 1 exam every 2 years, ages 6 - 10</li> <li>◆ 1 exam every year, ages 11 - 21</li> </ul>
<p><b>Mammography</b></p> <ul style="list-style-type: none"> <li>◆ 1 baseline screening, ages 35-39</li> <li>◆ 1 screening per year, ages 40+</li> <li>◆ Additional exams when medically necessary</li> </ul>

<p><b>Adult Exams</b></p> <ul style="list-style-type: none"> <li>◆ 1 exam every 5 years, ages 22 – 29</li> <li>◆ 1 exam every 3 years, ages 30 – 39</li> <li>◆ 1 exam every 2 years, ages 40 – 49</li> <li>◆ 1 exam every year, ages 50+</li> </ul>
<p><b>Vision Exams:</b> 1 exam every 2 calendar year</p>

**Hearing Exams:** 1 exam every 2 calendar years

**OB/GYN Exams:** 1 exam per calendar year

**Notes To Benefit Descriptions**

- ◆ In situations where the member is responsible for obtaining the necessary prior authorization and fails to do so, benefits may be reduced or denied.
- ◆ Home Health Care services are covered when in lieu of hospitalization. Includes infusion (IV) therapy.
- ◆ Members must utilize participating Blue Quality Centers for Transplant hospitals to receive benefits for Human Organ & Tissue Transplant services. This network of the finest medical transplant programs in the nation is available to members who are candidates for an organ or bone marrow transplant. A nurse consultant trained in case management is dedicated to managing members who require organ and/or tissue transplants. Covered services are subject to a lifetime maximum of \$1,000,000.
- ◆ Members are responsible for the balance of charges billed by out-of-network providers after payment for covered services has been made by Anthem Blue Cross and Blue Shield according to the Comprehensive Schedule of Professional Services.

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

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

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**-With Cost of Care**

*\$100/\$300 Annual Deductible*  
*\$5 Copayment Generic Drugs*  
*\$25 Copayment Listed Brand-Name Drugs*  
*\$40 Copayment Non-Listed Brand-Name Drugs*  
*Unlimited Annual Maximum*

<b>Description of Benefits</b>		<b>You Pay:</b>
<b>Annual Deductible (individual/family)</b>	The amount which must be paid for covered drugs in a calendar year prior to the application of copayments.	\$100/\$300
<b>Tier 1: Generic Drugs</b>	The term "generic" refers to a prescription drug that is considered non-proprietary and is not protected by a trademark. It is required to meet the same bioequivalency test as the original brand-name drug. Tier 1 copayment applies.	\$5
<b>Tier 2: Listed Brand-Name Drugs</b>	The term "listed brand-name" refers to a brand-name prescription drug identified on the formulary by Anthem Blue Cross and Blue Shield. Tier 2 copayment applies.	\$25
<b>Tier 3: Non-Listed Brand-Name Drugs</b>	The term "non-listed brand-name" refers to a brand-name prescription drug not identified on the formulary by Anthem Blue Cross and Blue Shield. Tier 3 copayment applies.	\$40
		<b>Plan Pays:</b>
<b>Annual Maximum</b>	Per member per calendar year	Unlimited

**How To Use The 3-Tier Managed Prescription Drug Program**

The 3-Tier Managed Prescription Drug Program incorporates different levels of cost shares. An Annual Deductible must be satisfied prior to covered drugs being subject to tiered copayments, as defined in the chart above. The formulary lists generics and brand-name drugs that have been selected for their quality, safety and cost-effectiveness. These listed drugs have lower member copayments than non-listed drugs (but may not have a lower overall cost in all instances.) You minimize your copayments when you use generic prescriptions and listed brand-name prescriptions. You'll still have coverage for non-listed brand-name drugs, but at a higher cost share. **Talk to your provider** about using generic drugs or listed brand-name drugs included on the formulary. You'll have lower copayments when you use these drugs. Once your deductible is met:

- You will be responsible for one copayment when purchasing a 30-day supply of prescription drugs from a participating retail pharmacy.
- You'll be responsible for two copayments when purchasing a 31-day to 90-day supply of maintenance drugs through the mail-order program.

**Generic Substitution:** Prescriptions may be filled with the generic equivalent when available.

- When you purchase a generic drug at a participating pharmacy, you'll only be responsible for a \$5 copayment.
- When a generic equivalent is available and you obtain the brand name version, you will be responsible for the Tier 3 copayment *plus* the difference in cost between the generic and brand name drug. This provision applies unless your provider obtains **Prior Authorization**. When Prior Authorization is obtained (at the discretion of Anthem Blue Cross & Blue Shield), you will be responsible only for the Tier 3 copayment.

**Connection (Concurrent Drug Utilization Review)**

Connection works with the retail pharmacy's standard guidelines to provide a **second level of quality and safety checks**. The process, which is provided on-line as part of the electronic claims filing process, helps promote access to safe, appropriate, cost-effective medications for members. Connection involves a series of rules or guidelines, which identify potential medication therapy issues and deliver a message to the pharmacy by computer before the medication is dispensed. The process alerts the pharmacist of potential issues such as drug-to-drug interactions, refills requested too close together, incorrect dosing or drug duplications.

**You must complete 85% of your prescription medication before you can obtain another refill at the pharmacy**

**Prior Authorization May be required on certain medication**

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## Pharmacy Programs

### Voluntary Mail-service Program

Members have access to Anthem Rx, the voluntary mail-service drug program for members who regularly take one or more types of maintenance drugs. Members can order up to a 90-day supply of these medications and have them delivered directly to their home. The \$100/\$300 deductible, \$5 generic/\$25 listed brand-name/\$40 non-listed brand-name copayment and Unlimited annual maximum apply. When ordering a 31-day to 90-day supply, after your deductible is met, two copayments will apply, as follows: \$10- generic/\$50 listed brand-name/\$80 non-listed brand.

**Step Therapy** is another element of C-DUR that consists of specialized programs that review pharmacy claims submitted for a member against his/her prescription profile and can be used to assist in controlling utilization and promoting quality, cost-effective drug therapies for patients. All therapy protocols developed by APM are reviewed and approved by the P&T Committee. The current drugs affected by step therapies are: Ambien CR, Arthrotec, Celebrex, Enbrel, elidel, Lunesta, Monopril, Penlac, Prilosec, Prevacid, Rozerem & Zegerid.

A step therapy is requiring drug X, Y, or Z prior to receiving drug A. Step therapy protocols are built in the claims processing system to search the member's history for the required drugs. If the claim history does not indicate the member has had drug X, Y, or Z; drug A will reject at the point of service pharmacy. The member, pharmacy or physician may contact Anthem Prescription Customer Service to clarify the claim rejection.

An Next Rx representative reviews the criteria with the caller. The caller is advised if the request is approved or more information is required.

If additional information is needed, the member, pharmacy, or Anthem Prescription may contact the physician. The physician may supply the additional information via telephone or fax.

An Next Rx support Specialist reviews the additional information and compares it to the step therapy protocol. The request will be approved and authorization entered into the pharmacy claim processor if the information matches the step therapy protocol. Criteria is not met if the information does not match the step therapy protocol. The caller is informed of the status of the request.

### National Pharmacy Network

Members also have access to a network of more than 53,000 retail pharmacies throughout the country. Members may call 1-888-207-4214 to locate a participating pharmacy when traveling outside the state.

### Non-participating Pharmacies

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

### Points to Remember

- Anthem Blue Cross and Blue Shield will provide coverage for prescription drugs dispensed by a participating pharmacy when prescription drugs are deemed medically necessary based on specific criteria and dispensed pursuant to a prescription issued by a participating physician or by a non-participating physician, subject to deductible and copayment.
- Anthem Blue Cross and Blue Shield will not be liable for any injury, claim or judgment resulting from the dispensing of any drug covered by this plan. Anthem Blue Cross and Blue Shield will not provide benefits for any drug prescribed or dispensed in a manner contrary to normal medical practice.
- Anthem Blue Cross and Blue Shield reserves the right to apply quantity limits to specified drugs as listed on the formulary. If a member requires a greater supply, the member's provider can follow the prior authorization process.

### Prescription Drug Eligibility

Eligible prescription drug benefits are limited to injectable insulin and those drugs, biologicals, and compounded prescriptions that are required to be dispensed only according to a written prescription, and included in the United States Pharmacopoeia, National Formulary, or Accepted Dental Remedies and New Drugs, and which, by law, are required to bear the legend: "Caution—Federal Law prohibits dispensing without a prescription" or which are specifically approved by the Plan.

### Limits and Exclusions

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

*This drug rider does not provide drugs dispensed by other than a licensed, retail pharmacy or our mail-order service; any drug not required for the treatment or prevention of illness or injury; vaccines or allergenic extracts; devices and appliances; needles and*

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*syringes that are not prescribed by a provider for the administration of a covered drug; prescriptions dispensed in a hospital or skilled nursing facility; over-the-counter or non-legend drugs; antibacterial soaps/detergents, shampoos, toothpastes/gels and mouthwashes/rinse.*

*Benefits for prescription birth control are covered for most groups. However, such coverage is optional if your group is self-insured or a bona fide religious organization. Check with your benefits administrator.*

*This is not a legal contract. It is only a general description of the \$100/\$300 deductible, \$5 generic/\$25 listed brand-name/\$40 non-listed brand-name 3-Tier Managed Prescription Drug Program with an Unlimited annual maximum. Please consult the Evidence of Coverage or prescription drug rider for a complete description of benefits and exclusions applicable to your coverage.*

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