

AGREEMENT

between

THE TOWN OF HAMDEN

and

HAMDEN PROFESSIONAL FIREFIGHTERS

IAFF, Local 2687

Effective July 1, 2014– June 30, 2020

IAFF Local 2687 Labor Contract
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The collective bargaining Agreement between the Town of Hamden ("Town") and the Hamden Professional Fire Fighters Union, Local 2687, IAFF, AFL-CIO ("Union") shall continue from July 1, 2014 through June 30, 2020.

ARTICLE 1

RECOGNITION

1.1 The Town hereby recognizes Local 2687, International Association of Fire Fighters, AFL-CIO as the sole and exclusive bargaining representative for all regular full time uniformed and investigatory employees of the Hamden Department of Fire Service except the Fire Chief and Deputy Fire Chief.

1.2 Nothing herein shall be construed to preclude the Union from retaining counsel to assist in negotiations and collective bargaining, or to prevent such counsel from attending any hearings or meetings dealing with grievances, or meetings dealing with grievances to which the Union is a party, or any of the terms of this Agreement.

1.3 "Staff" positions shall be considered Fire Marshal, Deputy Fire Marshal, Superintendent of Apparatus, Assistant Superintendent of Apparatus, and Training Officer.

1.4 "Line" positions shall be considered Battalion Chief, Captain, Lieutenant, and Firefighter.

ARTICLE 2

MANAGEMENT RIGHTS

2.1 Unless expressly limited or curtailed by the provisions of this Agreement, the Town reserves and retains, solely and exclusively, all its rights, expressed or implied, to manage the Town and its employees as such rights existed prior to the execution of this Agreement. The Union agrees that the functions and rights of management belong solely to the Town and that the Union will not interfere with the Town's exercise of these rights and functions, provided that the Town's exercise of these rights and functions are in accordance with the provisions of this Agreement.

2.2 The exclusive functions and rights of the Town include, but are not restricted to or limited by, the right to: direct the operation of the Town in all aspects; select and employ new personnel; manage the Town and the direction of its workforce; determine methods and levels of financing and budget allocations; maintain and operate building lands, apparatus and other property used for Town purposes; prepare and submit budgets and, in its sole discretion, expend monies appropriated to the Town for the maintenance and operation of the Town; determine and from time-to-time re-determine the assignments of Town personnel and the methods and materials to be employed; create enforce and from time-to-time, change rules and regulations concerning discipline and safety of Town personnel; discipline, warn, suspend or discharge Town personnel for good cause; and otherwise take such measures as the Town may determine to be necessary to promote the orderly, efficient and safe operation of the Town of Hamden.

ARTICLE 3
BULLETIN BOARD

3.1 The Town shall permit the Union the use of at least one (1) bulletin board in each of the respective fire houses for the posting of notices, newspapers, etc., concerning Union business and activities.

ARTICLE 4
DISCHARGE & DISCIPLINE

4.1 Effective July 1, 2014, the existing Discharge and Discipline Article shall be modified as follows:

4.2 No employee shall be discharged, suspended, reduced in rank or disciplined in any other manner except for just cause.

4.3 Civilian complaints directed toward a member of the bargaining unit must be filed in writing by the complainant within sixty (60) days of the alleged incident. The employee involved shall be notified within ten (10) days of the filing of such complaint. The Fire Commission shall hear such complaint within thirty (30) days of its filing and render a decision within ten (10) days following the conclusion of the hearing.

4.4 The Chief of the Department may impose all other discipline for just cause. In case of discipline for matters that do not involve civilian complaints, the employee or the Union shall grieve the discipline pursuant to the procedures set forth in Article 5 of this Agreement if the employee or the Union wishes to challenge the disciplinary decision.

4.5 In all cases of discipline, the employee or the Union may grieve the discipline through the arbitration procedure. All disciplinary action imposed by the Fire Commission or the Chief beyond ten (10) calendar days shall be stayed pending a final decision by an arbitrator.

4.6 The employee and the Union shall be notified in writing of all disciplinary action taken by the Town.

ARTICLE 5
GRIEVANCE PROCEDURE

5.1 In the event any dispute arises between the Town and the Union, or between the Town and any employee, concerning the interpretation or application of any provision of this Agreement, such dispute shall be deemed a grievance and shall be settled in accordance with the procedure set forth herein.

5.2 Within ten (10) calendar days of the occurrence of the event which gives rise to the grievance, or within ten (10) calendar days after the date said occurrence becomes known to the grievant, the grievant shall submit the grievance to the Chief of the Department of Fire Service in

writing clearly setting forth the specifics of the grievance to permit the Town to clearly ascertain the nature of the grievance. Within ten (10) days after the receipt of said grievance, said Chief or his designated representative shall arrange to meet and shall meet with the grievant, and his or its representative shall arrange to meet and shall meet with the grievant, and his or its representatives, as the case may be, for the purpose of resolving the grievance. Within ten (10) days of the date of the meeting with the grievant, the Chief shall notify the grievant in writing of his decision concerning said grievance.

5.3 If the grievance has not been settled satisfactorily under Step A (5.2) then within ten (10) days following receipt of notice of the Chief's decision, the grievant may present said grievance in writing to the Personnel Director. Within ten (10) days after said Personnel Director receives such grievance he shall arrange to meet and shall meet with the grievant, or his or its representatives, as the case may be, for the purpose of resolving said grievance. Within ten (10) days of such meeting with the grievant, the Personnel Director shall notify the grievant in writing of his decision concerning said grievance.

5.4 If said grievance is not resolved to the satisfaction of the grievant under Step B(5.3), the Union may, within ten (10) days after receipt of notice of the decision of the Personnel Director, submit said grievance in an expedited arbitration procedure to be heard in rotating order by Susan Halperin, Joseph Celentano, and Louis Pittocco. The arbitrator shall have no power to add to, subtract from, amend, alter or delete any provision of the Agreement, but shall only have the power to interpret the specific terms of this Agreement. The decision of the Board of Mediation and Arbitration shall be final and binding upon the parties unless contrary to Law. The Arbitration fees and expenses shall be borne equally by the parties thereto. At any grievance or arbitration hearing the grievant shall be entitled to representation of his choice. Any time limitations specified in this Article, and the steps provided herein, may be waived by a written mutual agreement of the parties.

5.5 The time limits specified in the preceding paragraphs of the Article shall not include Saturdays, Sundays or holidays.

5.6 In the event the Chief of the Department of Fire Service, or the Personnel Director, or the grievant become ill, or are on vacation, the time limitations set forth herein shall be extended until such time as they are able to perform their duties, but in no event shall such time be extended longer than a period of three (3) weeks.

5.7 If the Town fails to meet and/or to answer any grievance within the prescribed time limits as herein before provided, including the provisions for time limit extensions, such grievance shall automatically advance to the next step as of the date the meeting or response was required, unless mutually agreed.

5.8 Employee grievances involving Article 10 Overtime, which reference specific instances of being "missed" or "skipped" in the sub-straight hiring procedure, shall follow the usual grievance process, and if upheld, the remedy for the employee shall be the ability to make-up the missed shift within sixty (60) days as the 23rd man.

ARTICLE 6

UNION ACTIVITIES

6.1 Four (4) members of the Union Negotiating Committee shall be granted leave from duty, without loss of pay, for attendance at all bargaining sessions between the Town and the Union for the purpose of negotiating the terms of an Agreement, when such sessions are scheduled during a member's duty time. This provision shall survive the expiration of this Agreement.

6.2 Two (2) members of the Union Grievance Committee shall be granted leave from duty, without loss of pay, for all meetings between the Town and the Union for the purpose of processing grievances, or Municipal Prohibitive Practices to which the Union is a party, when such sessions are scheduled during a member's duty time.

6.3 The President, or Vice-President, Secretary, Treasurer shall be granted leave from duty, without loss of pay, to attend Union meetings of Local 2687 when such meetings are scheduled during their duty time, provided such members are available to return to duty in the event of an emergency situation. The Union agrees not to abuse this provision, and shall not utilize this provision more than six (6) times annually.

6.4 Officers or Delegates of the Union upon reasonable notice shall be granted time off, which shall not be denied, without loss of pay, in the following instances:

- (a) To attend Labor conventions, not to exceed a total of fifteen (15) shifts per year for all Union officials;
- (b) To attend Union business or educational meetings/conferences, not to exceed a total of fifteen (15) shifts per year for all Union officials;
- (c) Officers to attend Local Union contract ratification meetings;
- (d) For the President or Vice-President, or their designee, to attend public hearings involving the Fire Department budgets;
- (e) The President, or his designee, to attend all formal or informal mediation and/or Labor Board hearings scheduled between the parties;
- (f) The President, or his designee, to attend Town Pension Board meetings;
- (g) Union members shall not be given refusals for overtime while on Union business and allowed sixty (60) days to make up lost overtime opportunities.

ARTICLE 7

HOLIDAYS

7.1 Every employee shall receive the following paid holidays, each year during the term of this Agreement:

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

7.2 The Chief shall, at the beginning of each year, post a list of specific dates for holidays.

7.3 In addition, every employee shall receive a paid holiday on account of a day that the President of the United States, the Governor of the State of Connecticut, or the Mayor of the Town of Hamden declares a holiday by proclamation.

7.4 Holiday pay for all line employees shall be an amount equal to the employee's straight-time hourly rate multiplied by twelve (12) hours. The Staff employees shall receive holiday pay in an amount equal to their respective straight-time hourly rates multiplied by eight (8) hours. In the event that an employee works on any of the aforesaid holidays, he/she shall be paid an hourly rate one and one-half (1-½) time his/her regular hourly rate for all hours worked on such holidays.

7.5 In the event that a holiday occurs on an employee's day off, or during an employee's vacation, or while he/she is on injury leave, sick leave, special leave or any other leave, authorized by this Agreement, he/she shall receive said holiday pay for that holiday, in addition to his regular pay for that day.

ARTICLE 8

MANPOWER

8.1 In order to protect the Health & Safety of the employees in the Bargaining unit, the Town shall maintain a minimum manpower compliment of twenty-three (23) bargaining unit employees on duty at all times exclusive of the Training Officer and Personnel assigned to the Maintenance Division and the Fire Marshal's Office. If for any reason the on-duty manpower is reduced below this number, twenty-three (23) referred to herein, such shortage shall be filled in accordance with the overtime provisions outlined within Article 10.

8.2 The Town and the Union agree that, at any given time subsequent to the commencement of the Agreement, the Town can authorize or approve the hiring of additional fire personnel which would result in the number of line Fire Fighters assigned to fire suppression platoons to exceed ninety-two (92) persons, equally divided among the four (4) platoons.

8.3 The Training Officer's position shall be responsible for the Fire, EMS, and related fire service training as assigned by the Fire Chief.

8.4 The parties agree that newly appointed employees who are being trained or working a special shift for the purpose of said training or orientation shall not be considered as within the minimum manpower compliment of paragraph 8.1. Such employees shall be assigned to such special shift for training purposes for a minimum period of ten (10) days.

8.5 There shall be a minimum of one (1) paramedic and three (3) EMT's on duty at all times.

ARTICLE 9 **WORK WEEK**

9.1 The workweek for all employees, except subject to Section 9.2, shall not exceed an average of forty-two (42) hours per week computed on an annual basis. The work schedule for such employees shall consist of a twenty-four (24) hour tour consisting of a ten (10) hour day shift beginning at 0800 hours and ending at 1800 hours, and a fourteen (14) hour night shift beginning at 1800 hours and ending at 0800 hours, followed by seventy-two (72) hours off and so on.

9.2 The work week for Staff employees shall consist of a forty (40) hour week, Monday through Friday, from 8:00 a.m. to 5:00 p.m. including one (1) hour for lunch.

9.3 With the approval of the Battalion Chief employees may be relieved from duty one-half (1/2) hour before their normal shift ends, provided that said employee is properly relieved by a qualified employee and his direct supervisor or station officer is aware of said early relief and that said early relief does not impose any cost to the Town.

ARTICLE 10 **OVERTIME**

10.1 Whenever a line employee works in excess of his work week or work shift, he/she shall be paid for such overtime work at the rate of one and one-half (1 ½) times his/her straight-time hourly rate computed to the next quarter hour. Employees returning to their stations from the scene of a fire or other emergency after the normal termination of their shifts shall be compensated at time and one-half to the next quarter hour after they arrive at their assigned station and required duties are completed.

10.2 Line employees ordered in shall be paid for such overtime duty at one and one-half (1 ½) times his/her regular straight-time hourly rate of pay for the actual hours worked, or a minimum of five (5) hours, whichever is greater.

10.3 In the event that an employee other than a Staff employee works in excess of his work week or work shift as a replacement of an employee who is absent due to vacation or sick leave, said employee shall be paid for such replacement overtime hours at his regular straight-time rate of pay for the actual number of overtime hours worked as a replacement.

10.4 In the event that a Staff employee is required to work in excess of eight (8) hours per day or in excess of forty (40) hours per week, he/she shall be paid at the rate of one and one-half (1-1/2) times his/her regular straight-time hourly rate for the actual hours so worked.

10.5 During their off time, employees whose assigned work week consists of forty (40) hours shall not be used as replacements for employees who are absent and whose work week consists of forty-two (42) hours except when all overtime lists have been exhausted.

10.6 Any employee assigned to train Volunteer Fire Fighters, at times other than the employee's normal work schedule, shall be compensated for each training hour at one and one-half (1-1/2) times his/her normal straight-time hourly rate.

10.7 Any employee called in to replace an employee absent for attendance at a school authorized by the Chief, shall be paid at the rate of one and one-half (1-1/2) times his/her regular rate with a minimum of five (5) hours.

10.8 The Chief shall establish which employees and apparatus shall respond on all-call alarms.

10.9 Call-ins shall be in accordance with the established procedure. Overtime hiring procedures now in effect shall be continued except:

- (a) Overtime shall be rotated equitably among all bargaining unit employees in accordance with established procedures regardless of whether the employee is on authorized leave, e.g., sick, vacation, etc.
- (b) If an overtime assignment is accepted by telephone by an authorized agent of an employee, and the employee subsequently refuses said assignment, the employee shall be charged with an additional refusal.
- (c) The former twenty-four (24) hour limitation on overtime duty worked adjacent to normal shifts, exchange of time, etc., is changed to a thirty-eight (38) hour limitation.
- (d) Employees will be limited to one (1) telephone number filed with the Department for the purpose of overtime call back.
- (e) Any employee who refuses an overtime assignment during normal hiring time shall be recorded as having refused. Employees refusing overtime assignments between 0800 and 1630 and 1800 and 0630 shall not be charged as having refused and shall maintain their place on the overtime list. Any employee accepting an overtime assignment shall be recorded as having accepted (refer to Article 12.10 for exceptions).
- (f) Notwithstanding the provisions of Section 10.9 (a) above, any employee who has booked off sick or sick family under the provisions of Section 12.2 (a) and (b), on their last scheduled work shift shall not be eligible for replacement time or overtime until said employee completes their next regular scheduled shift.

- (g) Non-compliance with 10.9(c) and 10.9(f) will result in a minimum penalty of forfeiting the next three (3) extra duty jobs. Each employee is responsible for individual compliance with the above named subsections of this Article.

ARTICLE 11

ACTING OFFICERS

11.1 In the event that a Lieutenant, Captain, or Battalion Chief is absent from duty, the opportunity to work as acting officer shall first be offered to an employee then listed on any current promotion eligibility list, as provided for in Article 11.2, shall serve as the acting officer if eligible and, or, for the period of time the person by this process selected so serves, shall receive the hourly rate paid to the rank of Lieutenant, or Captain, or Battalion Chief, depending on the position being filled.

11.2 In the event an on-duty officer is absent from duty, the opportunity to serve in the acting officer position shall be determined by placement on the current promotional list, or if expired, the most recent promotional list for that position.

11.3 If a Captain or Lieutenant serves in the capacity of Battalion Chief, he/she shall be paid at the hourly rate paid to a Battalion Chief for the hours so worked.

11.4 In the absence of either Captain(s), the senior on-duty Lieutenant(s) shall be paid at the hourly rate of a Captain for the hours so worked.

11.5 In the absence of either Captain(s) or any on-duty Lieutenant(s), the senior Lieutenant(s) hired as a replacement shall be assigned the duties of Captain and paid at the hourly rate of Captain for the hours so worked.

11.6 In the event that an officer assigns a firefighter from the same station to the officer's seat on an apparatus for an entire work shift the assignment shall be determined first by placement on the current or most recently expired promotional list. If no such firefighter is eligible in the station, then seniority shall determine placement. Firefighters assigned to the front seat of an Engine shall receive a front seat differential for the full shift worked in that position, which shall be Lieutenant's Rate.

ARTICLE 12

SICK LEAVE

12.1 Each employee shall be entitled to one and one-half (1-1/2) days of sick leave with pay, for each month or fraction thereof of service with the Fire Department. Unused sick leave shall be cumulative up to two-hundred and twenty (220) days.

12.2 As used herein, the term "sick leave" shall be defined to mean:

- (a) Illness, incapacity, or injury to the employee;

- (b) Illness, injury or incapacity to a member of the employee's household requiring his attendance. Said leave in this case should be used for the purpose of making arrangements for the care of such household member.

12.3 As used herein, the term "sick leave pay" shall be defined to mean the compensation the employee would have been entitled to receive had he/she worked as scheduled on the sick leave day.

12.4 An employee who is absent from work due to injury leave, as hereinafter defined, or due to any other leave permitted by this Agreement, shall suffer no deduction from his/her cumulative sick leave total.

12.5 Sick leave shall continue to accumulate during periods of authorized leaves of absence on pay status and service in the Armed Forces of the United States.

12.6 Whenever an employee has used his/her entire accumulation of sick leave days, he/she shall have the right to petition the Mayor for an extension of sick leave. The Mayor shall grant such extension not to exceed twenty (20) days upon a showing of good cause. Any subsequent extension shall be at the discretion of the Mayor.

12.7 Employees who retire under the terms of the Hamden Employee's Retirement Act shall, upon retirement, be paid no later than forty-five (45) days from their retirement date, on a lump sum basis, for accumulated sick days to a maximum of ninety-seven (97) days paid at a rate of twelve (12) hours per day. (Please reference the Settlement Agreement dated 12/24/02 for penalties regarding this provision).

12.8 When booking off for a sick or sick family occasion, for a full tour of duty, or individual shift thereof, firefighters shall call to notify the Battalion Chief's office. If the sick or sick family occasion extends beyond the full tour of duty, firefighters must call the same (phone extension) to update the Battalion Chief for every tour of duty affected. If the Battalion Chief is unavailable, voice mail (VM) message can be used, containing name, date, and shift assignment. Firefighters must also call the Battalion Chief's office to book back on before returning to work. All calls must be made no less than one and one-half (1½) hours before the start of the effected shift, except in the case of emergency. Special contract arrangements can be made for the long-term illness or jury occasions.

12.9 The Chief, or his designee, shall have the right to visit an employee who is in a sick leave status.

12.10 Line employees called to work in replacement of employees being replaced for sudden emergency illness shall be paid under the following formula:

1. If the employee is called between 0800 and 1300, they will be paid their straight-time hourly rate for the remainder of the shift.

2. If the employee is called after 1500 hours, the “next up” employee for night hiring will be offered the remainder of the day shift at one and one-half (1.5) times his/her straight time hourly rate, and the regular night job.

3. If the employee is called between 1800 and 2200, they will be paid their straight-time hourly rate for the remainder of the shift.

4. If the employee is called after 0500 hours, the “next up” employee from the oncoming day shift will be offered the remainder of the preceding night shift at one and one-half (1.5) times his/her straight-time hourly rate and NOT be charged with an overtime job on the hiring list. Employees not accepting the assignment will not be recorded as having refused.

Employees called in between 1300 hours and 1500 hours and 0300 hours and 0500 hours respectively, shall be paid at one and one-half (1.5) times his/her straight time hourly rate, recorded as having worked an overtime job, and may depart at the end of the work shift when properly relieved.

12.11 An employee may transfer sick leave from his or her sick leave accumulation to another bargaining unit member who has exhausted his/her sick leave and who is absent due to a serious and continuing illness or injury.

12.12 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 or personal 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 this article shall be construed as creating the right to childbearing or paternity leave.

12.13 Employees who have been off on sick leave three consecutive work tours shall be required to obtain a physician’s return-to-work note. The return-to-work note, which may be in an envelope, shall be delivered to the employee’s direct superior. The supervisor shall submit the note to the Fire Chief’s office through interdepartmental mail.

ARTICLE 13 **INJURY LEAVE**

13.1 Any employee who is injured or disabled in the performance of his/her duties, and claims compensation pursuant to Chapter 568 of the Connecticut General Statutes, shall be entitled to injury leave with full pay less any amounts received by virtue of Chapter 568, from the date of said injury or disability until such time as he/she is able to return to duty, reaches the point of maximum recovery, or for a period of eighteen (18) months from the employee’s date of injury, whichever occurs first.

13.2 Any employee who is injured or disabled in the performance of duties, who claims compensation pursuant to Section 7-433c of the Connecticut General Statutes shall be entitled to injury leave with full pay less any amount received by virtue of Section 7-433c, from the date of said injury or disability until such time as he/she is able to return to duty or reaches the point of

maximum recovery or for a period of eighteen (18) months from the employee's date of injury, whichever occurs first.

13.3 Any employee who is on injury leave pursuant to Article 13 may be assigned to "light duty" status from and after the date on which his or her treating physician determines that the employee may return to work even though the employee cannot perform all of the regular duties of a firefighter. Such assignment shall be in the sole discretion of the town and subject to the following:

(a) The assignment shall be consistent with the limitations prescribed by the employee's treating physician.

(b) The nature and duration of the assignment shall be determined by the Town. Notice of the 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 and not conflict with duties performed by another Town bargaining unit.

(c) The work schedule for a firefighter on light duty status shall be subject to any limitations on hours of work prescribed by the employee's treating physician. The work schedule shall be consistent with the employee's current shift assignment and work staff hours for the day period of that shift. The employee shall be excused from work to attend appointments for care consistent with noted injury leave. The employees shall make best efforts to schedule appointments on his or her day(s) off.

(d) Employees on injury leave shall be allowed to make up missed sub straight replacement overtime opportunities while on light duty from injuries arising out of employment. Employees can accrue up to twelve (12) missed calls and may take them upon return to normal duty within twelve (12) months, but no more than one (1) during any given month.

(e) Any employee who is released by his or her treating physician to perform restricted work and who refused to accept a light duty assignment shall forfeit his or her right to injury leave. This provision shall not, however, be determinative as to the employee's right to workers' compensation payments, which are the province of the Workers' Compensation Commissioner.

ARTICLE 14 **SPECIAL LEAVE**

14.1 An employee shall be entitled, subject to the approval of the officer in charge of his/her shift, to swap time, with full pay, for any day on which he/she is able to secure another employee to work in his/her place provided:

(a) the substitute is acceptable to the officer in charge of the shift, and:

(b) the officer in charge of the shift is notified of the substitution at least two (2) hours prior to the start of the shift.

14.2 All employees of the Town of Hamden Department of Fire Service on the Town's payroll as of June 30, 1987, shall be granted three (3) personal shifts per year with pay.

Employees hired on or after July 1, 1987, shall be eligible for personal shifts, after working six (6) consecutive months, subject to the following provisions:

- (1) One (1) shift of personal leave, available to be taken between January 1 and June 30, if hired before January 1 in any contract year;
- (2) Employees hired on or after January 1 in any contract year shall not be eligible for a personal shift until July 1 of the next contract year; and
- (3) Such employees shall accrue one (1) additional personal shift to a total of three (3), in each subsequent contract year.

14.3 Requests for personal leave shall be answered within seventy-two (72) hours of such request. Requests for such leave shall not be denied except in case of emergency situations.

14.4 Personal leave is not cumulative, and shall not be carried over from year to year, unless an employee has a request denied under the provisions of Section 14.3 on two (2) or more occasions. In the event all unused personal leave shall be carried over and credited to the employee, but the employee shall not accumulate more than four (4) shifts.

14.5 An employee who retires after being out on injury for more than one (1) year who may have accumulated more than four (4) personal shifts as specified in Section 14.4, and has not been able to use them, shall be paid for no more than six (6) personal shifts upon retirement.

ARTICLE 15

LEAVE WITHOUT PAY

15.1 Any employee shall be granted leave of absence without pay, upon his request, provided that he notifies the officer in charge at least twenty-four (24) hours in advance of the time from which such leave is to become effective; provided, however such leave is in the best interest of the Department of Fire Service in the sole discretion of the officer in charge, and provided that the Department of Fire Service shall incur no additional expenses by reason of granting of said leave of absence.

15.2 The amount of pay an employee shall lose by invoking the provisions of this Article shall not exceed the amount of pay he/she would have received had he/she worked in accordance with his/her work schedule for the period of absence.

ARTICLE 16

GRIEVANCE AND ARBITRATION LEAVE

16.1 When an employee attends an arbitration or grievance hearing, concerning a grievance filed by such employee, he/she shall suffer no loss of pay for such attendance, nor shall his/her

days of leave, authorized herein, be reduced as a result thereof, provided such attendance occurs on a day such employee was otherwise required to be on duty.

ARTICLE 17

FUNERAL LEAVE

17.1 In the event of death in the immediate family of the employee, said employee shall be granted two (2) tours bereavement leave with full pay. The term "immediate family" shall include the employee's mother, father, stepmother, stepfather, sister, brother, grandchildren, daughter or son-in-law, parents-in-law, grandparents, or any other relative who resides in the employee's household. In the event of death of a spouse, child or stepchild, said employee shall be granted three (3) tours bereavement leave with full pay. Added reasonable time shall be allowed for travel to out-of-state funerals, but in no event shall exceed one (1) additional tour.

17.2 For the death of any other relative, the employee shall be entitled to one (1) work shift with full pay, to attend the wake or funeral at the employee's option.

17.3 An employee shall be granted one (1) work shift with full pay in order to attend the wake or funeral of his/her spouse's grandparent.

ARTICLE 17a

JURY DUTY

17a.1 Any employee required to serve on jury duty shall be given a leave of absence for jury service time. Provided the rate paid for such jury duty is less than the employee's regular straight-time rate of pay, the Town will pay the difference of those rates to the employee. It is understood that an employee is excused from jury service no later than 12:00 noon, he/she shall return to his/her regular job with the Town, and the payment of the difference in wages (i.e., the reduced wages) by the Town shall not pertain to that employee so working. The Town reserves the right to request an exclusion for that employee from jury service.

ARTICLE 18

UNIFORMS

18.1 The Town shall arrange for the replacement or repair to any employee for damage to his/her uniform, work clothes, optical aids, watches or dentures suffered while in the line of duty, to the extent that such loss is not otherwise covered by insurance.

18.2 The Town shall pay to each employee an annual uniform maintenance allowance in the amount of three hundred dollars (\$300.00) payable in equal parts in the month of July and the month of January.

18.3 The Town shall supply standard work uniforms and associated clothing items as approved by the Fire Chief. The amount of \$400.00 shall be allotted for uniform purchase for each sworn Fire Department member.

18.4 An employee who has been off duty on injury or sick leave for a period in excess of six (6) months shall not be entitled to payment as set forth in Paragraph 18.2.

ARTICLE 19

INSURANCE

19.1 Upon ratification, the Town shall provide, at its expense the Anthem Blue Cross/Blue Shield (PPO), Blue-Care HMO (POS), and Blue-Care HMO (POE) insurance plans. Plan summaries are attached as Appendix B. The parties agree that the POS and POE plans shall be eliminated on June 30, 2015 and that the PPO plan shall be eliminated on June 30, 2017. As of July 1, 2017, all employees must participate in the HDHP HSA plan described in Section 19.9.

The Town shall provide insurance through these plans for each employee and each employee's immediate family on a cost-sharing basis with the employee, up to a capped amount for each employee. As used herein, the term immediate family shall mean the spouse and eligible children of the employee. The employee's premium portion and capped amount are as follows:

PPO Plan:

Effective upon ratification: 18% employee cost share with \$4200 cap.
Effective July 1, 2015: 19% employee cost share with \$4500 cap.
Effective July 1, 2016 20% employee cost share with \$4900 cap.

POS Plan:

Effective upon ratification: 16% employee cost share with \$4200 cap.

POE Plan:

Effective upon ratification: 11% employee cost share with \$4200 cap.

Out-of-pocket expenses for employees in the above plans shall include the following:

Office Visit:	\$10.00
Emergency Room:	\$50.00
Outpatient Surgery:	\$100.00
Admission:	\$100.00
Preventative Care	\$10.00

Contributions under this Article shall be deducted from the regular paychecks of active employees on a pre-tax basis as, and to the extent, permitted by law.

19.2 Anthem Blue Cross / Blue Shield Flexible Dental Program "A" with 100%, 80%, 50% co-insurance, \$25/\$75 deductible shared between categories II, III, \$1500 maximum per person per year applies to categories II and III only, for each employee, employee's spouse, and eligible children.

19.3 A rider covering dependent children up to age 26.

19.4 For the duration of the PPO, POS, and POE plans, the Town shall provide: Century Preferred 3-Tier Program with an unlimited maximum annually with the following co-pays: \$5.00 co-pay for generic drugs; \$25.00 co-pay for listed brand and \$40.00 co-pay for non-listed brand prescriptions.

19.5 If a service-connected death of an employee occurs, the Town shall continue the medical insurance stated herein for the surviving spouse and eligible children until said spouse dies or remarries, whichever occurs first.

19.6 The Town shall provide copies of a document highlighting the health insurances described in Article 19 with periodic updates for all employees.

19.7 Life insurance for all employees for fifty-thousand (\$50,000.00) dollars. Life insurance for future retired employees with a minimum of ten (10) years of service, for five-thousand (\$5000.00) dollars.

19.8 Effective July 1, 2015, the Town will offer a HDHP HSA plan under the following terms:

A. Employee Cost Share:

1. Effective July 1, 2015, employees shall pay eleven percent 11.5% of allocation or self-insured equivalent rates through pretax payroll deductions. The maximum payment cap will not exceed \$2,800.
2. Effective July 1, 2016, employees shall thirteen percent 13% of the allocation or self-insured equivalent rates through pretax payroll deductions. The maximum payment cap will not exceed \$2,800.
3. Effective July 1, 2017, employees shall fourteen percent 14% of the allocation or self-insured equivalent rates through pretax payroll deductions. The maximum payment cap will not exceed \$3,000.
4. Effective July 1, 2018, employees shall fifteen percent 15% of the allocation or self-insured equivalent rates through pretax payroll deductions. The maximum payment cap will not exceed \$3,200.
5. Effective July 1, 2019, employees shall sixteen percent 16% of the allocation or self-insured equivalent rates through pretax payroll deductions. The maximum payment cap will not exceed \$3,400.
6. Effective July 1, 2020, employees shall seventeen percent 17% of the allocation or self-insured equivalent rates through pretax payroll deductions. The maximum payment cap will not exceed \$3,600.

B. Deductible Funding:

1. For fiscal year (July 1, 2015) 2015 – 2016, the Town will contribute seventy five percent (75%) of the deductible.
2. For fiscal year (July 1, 2016) 2016 – 2017 the Town will contribute sixty-five percent (65%) of the deductible.
3. For fiscal year (July 1, 2017) 2017 – 2018 the Town will contribute sixty percent (60%) of the deductible.
4. For fiscal year (July 1, 2018) 2018 – 2019 the Town will contribute fifty percent (50%) of the deductible.
5. For fiscal year (July 1, 2019) 2019 – 2020 the Town will contribute fifty percent (50%) of the deductible.
6. For fiscal year (July 1, 2020) 2020 – June 30, 2021 the Town will contribute fifty percent (50%) of the deductible.

C. HSA Plan Design and Employer Deductible Funding:

1. Deductibles: Single-coverage \$2,000, Two-Person & Family \$4000 (Deductible to be inclusive of in-network, out-of-network and prescription expenses.)
2. Coinsurance for in network services will be 100%. Coinsurance for Out-of-Network of 80%. Out of pocket reasonable and customary shall be the equivalent of 90% of R&C or 275% of Medicare Reimbursable Cost. Anthem's in network fee schedule shall not be used to determine out of network reimbursement payments.
3. Out-of Pocket Maximum of Single-coverage of \$2,000, Two-Person and Family coverage \$4,000 in network. For out of network coverage single coverage of \$4000, Two-Person & Family coverage of \$8000. (Deductible to be inclusive of in-network, out-of-network, coinsurance and prescription expenses.)
4. The Town shall provide a PPO or HDHP HRA option for members ineligible to have a health savings account funded due to military service or other legal or IRS regulation exclusion. Such PPO or HDHP HRA option will be at the same HDHP coverage type and cost share as active employees enrolled in the HDHP-HSA.
5. Employees enrolled in the HRA will have any unused amount in their HRA account eligible for roll over from year to year to the fullest extent allowed by IRS.
6. The High Deductible Health Plan (called a HSA Plan) shall include the same level of benefits and coverage as PPO plan in place prior to this new agreement.
7. Vision benefits will be included which are equal to or better than the rider in place prior to this agreement.

8. Employees who enroll in the HDHP HSA Plan must remain in the Plan for the entire fiscal year.

9. Deductible funding shall be a single deposit at the start of each plan year, but no later than 10 days after the start of plan year.

19.9 The Town and the Union agree to reopen negotiations to address the impact, if applicable of the ACA excise tax.

19.10 The Town and Union agree to the following provisions regarding retiree health insurance:

A. All employees who retire after June 30, 2015, shall pay the rate and cap in effect in the medical insurance program offered at the time of retirement up to the time the employee reaches age 65 (or such age as established by law for Medicare eligibility). Employees enrolled in the HDHP HSA plan at retirement will have the cost share rate, cost share cap, and employer deductible funding locked in as of the date of retirement.

B. All retirees who are Medicare eligible shall enroll in a Medicare Supplemental Plan F plan with a PDP Rider offered by the Town. The retiree cost share will be 5% of the total cost of the Medicare Supplemental Plan F and PDP Rider.

C. Spouse coverage will only be provided to the spouse of employee at the time of retirement. If an employee remarries after his/her retirement, the new spouse will not be eligible for health insurance benefits through the Town.

D. Life insurance for all retirees of the Fire Department in accordance with the amounts and practice of the Town as is currently in effect.

19.11 The Town expressly agrees that if it fails to provide the insurance coverage required by Article 19 regarding individuals not covered by this Agreement (i.e. retirees, spouses, and children of retirees or deceased employees, etc.) the Union shall be permitted to file a grievance over such failure and proceed to arbitration under Article 5, on behalf individuals and seek as a remedy for them compliance with this Article, and reimbursement for any expenses incurred or suffered by them because of the Town's failure to provide said coverage.

19.12 The Town may change health insurance carried provided that the new medical coverage for employees is equal to or better than the existing coverage.

ARTICLE 20 **LONGEVITY**

20.1 In addition to the wage rates set forth herein, the Town shall pay to each employee the following additional longevity payment:

<u>Years of Service</u>	<u>Longevity Payment</u>
5 – 6 years	one percent (1%)

7 – 9 years	one and one-half percent (1 ½%)
10 – 14 years	two percent (2%)
15 – 19 years	two and one-half percent (2 ½%)
20 – 24 years	three percent (3%)
25 or more years	three and one-half percent (3 ½%)

The above schedule is based on percentage of annual base salary of the employee.

Effective and retroactive to July 1, 2001, \$250 shall be added to each longevity payment. Effective July 1, 2002, an additional \$200 shall be added to each longevity payment.

20.2 Longevity payments shall be paid to each employee on the payroll date next after the date of his/her anniversary date of employment.

20.3 In the event an employee retires or dies prior to his/her anniversary date as set forth in Paragraph 20.3, but has served six (6) months prior to said retirement or death, he/she, or his/her widow, or his/her estate, shall be paid longevity on a pro-rata basis of 1/12 for each month of service in that year.

ARTICLE 21 **VACATIONS**

21.1 Vacation entitlement of employees shall be computed on the employee's anniversary date, the first day of October shall be used for scheduling only.

21.2 Annually, each employee, who has or will have the following years of service, shall receive vacation leave in accordance with the following schedule:

One year.....	13 working shifts
Two years.....	14 working shifts
Three years.....	15 working shifts
Four years.....	16 working shifts
Five years.....	16 working shifts
Six years.....	17 working shifts
Seven years.....	18 working shifts
Eight years.....	19 working shifts
Nine years.....	20 working shifts
Ten years.....	21 working shifts
Eleven years.....	22 working shifts
Twelve years.....	23 working shifts
Thirteen years.....	24 working shifts
Fourteen years.....	25 working shifts
Fifteen years.....	25 working shifts
Sixteen years.....	25 working shifts
Seventeen years.....	26 working shifts
Eighteen years.....	27 working shifts

Nineteen years.....	28 working shifts
Twenty years.....	29 working shifts
Twenty-one years & over.....	30 working shifts

21.3 All vacations must be completed prior to the termination of the vacation year, as defined in Paragraph 21.1, and are not cumulative unless approved by the Chief of the Department of Fire Service, and by the Mayor. If the Town does not afford an employee the opportunity to take his/her entitled vacation leave within the vacation year, he/she shall be entitled as a matter of right to carry over said unused vacation leave into the next vacation year.

21.4 Except through the application of paragraph 21.6, an employee shall be permitted more than six (6) working shifts of vacation leave during the June 1-September 30 period except upon the approval of the Chief. Vacations shall be scheduled by the Chief consistent with the efficiency of the Department. Employees shall receive their appropriate daily rates of pay for each day of vacation to which they are entitled.

21.5 If it will not affect fire security in the Town of Hamden, in the final judgment of the Chief of the Department of Fire Service, an employee shall be allowed his vacation leave in consecutive weeks, and vacation periods may be broken down into periods of less than one (1) week. Subject only to the scheduling authority of the Chief, an employee may take a maximum of twelve (12) single working shifts of vacation.

21.6 Choice of vacation shifts shall be on the basis of seniority.

21.7 The period from June 1 to September 30, of each year, shall be considered to be "prime vacation time". No employee who has selected his choice of vacation during "prime vacation time" in accordance with seniority shall thereafter be denied his choice of vacation days during said "prime vacation time" solely because of another employee's claim of senior right. Each employee shall be entitled to choose six (6) working shifts of vacation leave during "prime vacation time", but all selections of vacation leave during "prime vacation time" shall be made by the preceding February 1st. Not later than three (3) weeks thereafter, the Department shall post notice of any unclaimed "prime vacation time" opportunities, and all employees shall have the right to select additional "prime vacation time" according to seniority.

21.8 Vacation periods other than those that occur during "prime vacation time" shall be subject to the bumping rights of senior employees provided the senior employee exercises his/her bumping right at least sixty (60) days prior to the desired vacation.

21.9 Vacation selections of three (3) work tours shall have priority over selections of two (2) work tours, and the selections of two (2) work tours shall have priority over one (1) work tour, and the selection of one (1) work tour shall have priority over one (1) work shift, provided the selections referred to herein are made in writing to the Chief not less than sixty (60) days prior to the first day of the vacation desired.

21.10 Vacation periods encompassing Thanksgiving, Christmas Eve and Day, New Year's Eve and Day, and Easter shall be rotated each year in accordance with seniority. New hired employees shall commence at the bottom for seniority purposes.

- (a) The determination of seniority for the purposes of applying this Section will begin with the 1967-68 vacation year as the initial year the practice was applied. All employees who received a holiday vacation from that time, up to and including the present year, shall be considered to have exercised their seniority selection.
- (b) A full tour vacation period which include Easter, Thanksgiving, Christmas Eve (Night Shift) or Christmas Day (Day Shift and Night Shift), and New Year's Eve (Night Shift) or New Year's Day (Day Shift) shall be charged as a holiday vacation and shall be treated as a proper vacation selection.
- (c) Vacations taken during these periods shall consist of no less than one (1) work tour and shall be treated as and carry the same protection as a "prime time vacation".
- (d) An employee who is eligible for an above-mentioned vacation period may choose to be by-passed for said vacation without relinquishing his/her position for receiving the same vacation period the next time it occurs when his/her shift is working.

21.11 Six (6) bargaining unit employees, including two (2) officers from the same platoon shall be permitted to be on vacation at the same time, exclusive of staff. In the event an officer does not elect to take his/her vacation at the same time that four (4) fire fighters on his/her platoon take their vacations, one (1) additional fire fighter shall be permitted to take their vacation for each officer not electing to take vacation. In the event there is less than four (4) fire fighters on vacation at one time, one (1) additional officer shall be permitted to take their vacation.

21.12 Section 21.11 shall not apply during "prime vacation time", holidays and Christmas Week (December 23 to December 27). During these periods, five (5) bargaining unit employees from the same platoon shall be permitted to take vacation.

21.13 The Town of Hamden shall pay to all retirees, or employees that die, during the year prior to receiving their accumulated vacation allotment, the pro-rata formula at a rate of two and one half (2 ½) days per month for each month from anniversary date through date of retirement or date of death.

ARTICLE 22

PRIOR RIGHTS AND BENEFITS

22.1 All other rights and benefits enjoyed by members of the Fire Department which are not specifically provided for or abridged in this Contract are hereby protected by this Contract and are in addition to the rights and benefits provided for herein.

ARTICLE 23
SAFETY COMMITTEE

23.1 The Town agrees that it will establish a Safety Committee to review the safety and health conditions in the Department insofar as they are affected by working conditions. Said Safety Committee shall be comprised of four (4) individuals, two (2) of whom shall be designated by the Town and two (2) by the Union. Upon request of either party, said Joint Safety Committee shall conduct investigations to determine whether or not a health or safety hazard exists and shall make recommendations for the solution of said hazard to the Town. The Safety Committee shall meet no less than once (1) each quarter.

ARTICLE 24
NO STRIKE – NO LOCKOUT

24.1 The Town agrees that it will not lock out any employee covered by this Agreement during its term.

24.2 The Union and the employees agree that during the term of the Agreement there will be no strikes, work stoppages or other concerted interference with the operation of the Town.

ARTICLE 25
SAVINGS CLAUSE

25.1 If any Section of the Agreement shall be held invalid by a court of competent jurisdiction, such holding shall not affect the remainder of this Agreement, nor the context in which the section or part of the section may be inseparably connected in meaning and effect with a section or part of a section to which such holdings are directly applied.

ARTICLE 26
TRAINING SESSIONS

26.1 Training sessions shall not be scheduled on Sundays or holidays.

ARTICLE 27
WAGES

27.1 Employees shall be paid in accordance with the Wage schedules set forth in Schedule A attached.

Effective and retroactive to July 1, 2014:	1.95%
Effective July 1, 2015:	2.00%
Effective July 1, 2016:	2.00%
Effective July 1, 2017:	2.00%
Effective July 1, 2018:	2.00%
Effective July 1, 2019:	2.00%

The Town shall not be required to make the foregoing wage increases to the starting rate (Grade B), but may choose to do so in any one or more contract years at its discretion.

Employees hired on or after January 1, 2002 shall progress from Grade B to Grade AI, AII and AIII in equal increments rather than in the wage progression used in prior contracts. Employees who were already on the payroll on December 31, 2001, and who serve in Grade AI and Grade AII during the term of this Agreement shall be “grandfathered” for the wage progression format in the prior agreement.

ARTICLE 28

DURATION

28.1 The duration of this Contract shall extend from July 1, 2014 through June 30, 2020 and until a subsequent Contract is negotiated and becomes effective, subject to any retroactive provisions agreed upon in a subsequent Contract.

ARTICLE 29

PENSION

29.1 The employees shall be covered under the terms of the Guardian provisions of the Hamden Employees Retirement Plan. The Town shall continue the plan with the intention of making regular contributions each year, as described in Section 10.2 of the Plan document.

(a) Effective July 1, 2013 employees shall make pension contributions at the rate of eight and one-half percent (8.5%).

29.2 See Section 4(1)(b) of the Hamden Employee’s Retirement Act.

29.3 See Section 5A.4 of the Hamden Employee’s Retirement Act.

29.4 Notwithstanding the provisions of Section 5A.4(a) of said Act, an employee covered by this Agreement who first becomes totally and permanently disabled after his normal retirement date shall be entitled to receive a disability retirement allowance without regard to whether his condition resulted from injuries arising out of and in the course of his/her employment by the Town within the meaning of the Workmen’s Compensation Laws of the State of Connecticut, provided such employee is otherwise eligible for a disability retirement allowance under the provisions of said Act.

29.5 The parties expressly agree that the disability retirement allowance due and payable to a member shall not be reduced, offset or diminished in any manner by virtue of the receipt of benefits due to said member under the Federal Social Security Act, notwithstanding any provision in the Hamden Employee’s Retirement Act, or any amendment thereto to the contrary.

29.6 This Article 29 is subject to and subservient to, the contents of a separate collective bargaining agreement, relating to the Guardian Employee’s pension plan, whenever necessary.

29.7 “Guardian employees” first employed prior to January 1, 1989 who were subject to the “Service employee” provisions of the Hamden Employees retirement Plan, and who without a break in service becomes subject to the “Guardian employee” provisions of the Hamden Employees Retirement Plan, shall upon becoming a “guardian employee” member be credited for the period of time previously credited as a “service employee” for the Town.

29.8 “Guardian employees” first employed after January 1, 1989, who meet all the requirements of Section 29.6, shall be credited past “service employee” time, but shall receive “guardian employee” credit equal to one (1) year of “guardian” credit for each two (2) years of “service” credit prorated proportionately as required.

29.9 The granting of “service employee” credit shall only apply to those “guardian employees” actively employed on the date of this Agreement.

29.10 Should any dispute arise concerning the implementation or application of the provisions of Sections 29.6, 29.7, 29.8, and 29.9 of this Agreement, such dispute shall be submitted to Arbitrator Joseph Celentano within thirty (30) days of the date of occurrence. The Arbitrator shall have no power to add to, subtract from, amend, alter or delete any provision of this Agreement or any Agreement or Agreements between the Town and the Guardian Bargaining Units, “but shall only have the power to interpret the specific terms and their application to this Agreement. The decision of the Arbitrator shall be final and binding upon both parties; however, both parties shall have a right to appeal to the Courts in accordance with the provisions made and provided for appeals from arbitration proceedings under Connecticut State Statutes.

29.11 This Pension Agreement shall remain in force and effect from July 1, 2006 through June 30, 2015. The parties shall commence negotiations on a successor Agreement during the month of January 2015.

29.12 Employees shall be allowed to receive credit for pension purposes only for active military duty of a minimum of six (6) months up to four (4) years. Said determination shall be documented by an employee’s DD Form 214, which must show an Honorable Discharge. Any such veteran wishing to obtain said pension credit up to a maximum of four (4) years shall be required to contribute a sum equal to five percent (5%) of the pay an employee was making at time of hire, times the amount of years in the active military as specified on the employee’s DD Form 214, plus five percent (5%) interest compounded annually from initial employment through the present. (For employees hired prior to April 1, 1992 reference Article III, Section 3.2(b).) Employees shall have a period of thirty-six (36) months to buy back said military time and can pay by voluntary payroll deduction in an approved equal payment plan.

29.13 Article I, Section 1.9 (b) of the Hamden Employee’s Retirement Act reads as follows:

“COMPENSATION” shall mean the regular basic salary paid to an employee for services rendered to the Town each year. Compensation shall exclude bonuses, special pay, pay for overtime or premium pay and the Town’s cost for any public or private employee benefit plan including this Plan. Compensation shall include longevity payments, Workers’ Compensation payments and holiday pay.

29.14 Article VIII, Section 8B.2(a) of the Hamden Employee's Retirement Act reads as follows:

- (a) Effective on and after July 1, 1991, the surviving spouse of an Active Member who dies prior to retirement shall receive a monthly Surviving Spouse Pension equal to the greater of the:
 - (1) fifty percent (50%) of the Member's accrued monthly benefit calculated as if the Member retired with a Regular Pension and dies the next day; or
 - (2) fifty percent (50%) of the Member's Compensation at the time of death and divided by twelve (12).

Article VIII-B 3(a) Postretirement Surviving Spouse Pension

- (a) The surviving spouse of any Active Member who retires on or after July 1, 1991 with a Life Annuity shall receive, until his/her death or remarriage, a monthly benefit equal to fifty percent (50%) of the monthly benefit that the Retired Member was receiving at the time of death. The spouse of a Terminated Vested Member shall not be eligible for a benefit under this paragraph 9B-3(b).

29.15 Article VIII-B, Section 8B.7 reads as follows:

Five thousand dollars (\$5,000.00) burial allowance effective July 1, 1991.

ARTICLE 30
EDUCATION

30.1 In addition to the basic salary provided for herein, each employee who completes or has completed the following credits at a college or university leading towards a degree in Fire Technology, Fire Administration, Fire Science, or an Emergency Management degree shall receive the following wage increments annually:

<u>Number of Credits</u>	<u>Annual Increments</u>
30 semester hours	\$200.00
60 semester hours	\$350.00
90 semester hours	\$500.00
120 semester hours	\$650.00
E.M.T.	4% of regular annual wage
Paramedic	8% of regular annual wage

Effective July 1, 2015, the parties agree to a transition period where the above stipends will be paid in the last pay period of the fiscal year as opposed to the first pay period in the fiscal year. To assist with the transition, the applicable stipend (EMT and Paramedic) will be paid at 2% and

4% (i.e. 50% of the full stipend amount) respectively on July 1, 2015 and again at the same rate(s) on June 30, 2016. In addition, thirteen (13) days of holiday pay will be advanced on July 1, 2015 and six (6) days of holiday pay will be advanced on July 1, 2016. All future stipend payments required by Section 30.1 will take place on the last day of the fiscal year. The parties further agree that employees who retire on or after July 1, 2015 shall only be eligible for a pro-rated amount of 1/12 of their total stipend per month of service during the year of their retirement.

30.2 An employee who has not obtained such a degree, but who has completed non-fire related semesters hours of study leading toward such a degree, must be enrolled and participating in a Fire Technology, Fire Administration, Fire Science, or an Emergency Management degree program at a college or university for that purpose in order to receive the above increment.

30.3 The above increment shall be paid in a lump sum, less withholding tax, in the first week of July each year. An employee presently receiving payments on a date other than the first week of July, shall receive a pro-rated payment in the first week of July first following his last payment and shall receive annual payments thereafter. An employee, newly appointed, shall receive, within ten (10) days, a payment prorated to the next July first.

30.4 To be eligible to receive the 8% Paramedic stipend, an employee must meet the following criteria:

- (a) A current "Employer's Copy" of the employee's State of Connecticut Paramedic license must be on file with the Fire Chief's office.
- (b) The employee must be a Paramedic in good standing with New Haven Sponsor Hospital requirements and must have a current medical control authorization in effect.
- (c) The employee must submit a signed form to the Fire Chief's office stating the employee's commitment to maintain the Paramedic license and medical control authorization in force throughout the next contract year (July 1 through June 30).
- (d) An employee who does not meet any of the foregoing criteria will not receive the Paramedic stipend unless and until each requirement is met.
- (e) Paramedic firefighters promoted to the position of Lieutenant shall function in the capacity of a paramedic until the end of the fiscal year in which the promotion occurs, and receive a pro-rated stipend in the last week of June, including the differential in pay rate. On July 1 of the next fiscal year, the new line officers(s) is/are no longer eligible to receive a paramedic stipend, and shall not be included in Article 39.2.
- (f) The Training Officer position shall continue to receive a paramedic stipend, and shall not be included in Article 39.2.

To be eligible to receive the 4% EMT stipend, an employee must meet the following criteria:

- (a) A current "Employer's Copy" of the employee's State of Connecticut EMT certification must be on file with the Fire Chief's office.

- (b) An employee who does not meet any of the foregoing criteria will not receive the EMT stipend unless and until each requirement is met.

30.5 Newly appointed employees shall be trained at a career oriented fire academy (i.e. Hartford, New Haven, Fairfield, CSFA as a part of a regular recruit class, for a period commensurate with the Fire Fighter I, and Fire Fighter II certification standards in place at the time of their hire.

30.6 Probationary firefighters shall not be eligible for overtime call-in, until they have completed their six (6) month probationary period.

30.7 The Town shall grant each employee one (1) training day per fiscal year without loss of pay, to attend firefighting certification courses offered through the CSFA, providing the following:

- (a) Special leave shall only be granted toward one (1) course per employee each fiscal year. Section 30.7 only applies to CSFA courses.
- (b) That the employee shall be granted special leave to attend classes associated with this certification, that occur during their regularly scheduled working hours, without loss of pay. If the class ends more than two (2) hours prior to the end of the special leave shift, then the employee shall return to work for the remainder of said shift.
- (c) The cost of the course instruction and textbook material shall be borne by the employee enrolled in the course.
- (d) That employees hired to replace those attending courses are paid at their normal straight time rate of pay.
- (e) That if the employee fails to meet the academic requirements of such course, voluntarily withdraws from the course, is caused to be expelled, or otherwise fails to become certified within the normal matriculation of the course; then the employee must relinquish, out of his / her vacation allotment, the number of special leave days granted by the Town to attend such course.
- (f) The training day may be banked equal to one shift per employee to a maximum of ninety-seven (97) shifts per fiscal year. Employees shall be allowed to use banked shifts to a maximum of three (3) shifts per fiscal year. There shall be no carryover of banked time.
- (g) Employees shall be allowed to use training shifts on their off days and be compensated to a maximum of eight (8) hours per training shift at the straight-time rate.
- (h) Firefighting certification courses offered outside of the CSFA are subject to advance approval of the Fire Chief. Such approval shall not be subject to the grievance-arbitration procedure.

ARTICLE 31

STANDBY PAY

31.1 The Superintendent of Alarms and Assistant Superintendent of Alarms, in addition to the basic wage provided for herein, receive standby pay of \$60.00 per week on alternating weeks provided they are actually on standby.

31.2 All call-in time worked shall be at one and one-half (1 ½) times the employee's regular hourly rate with a minimum of two (2) hours.

ARTICLE 32 **RETROACTIVITY**

32.1 The parties agree to full retroactivity based on the effective date of July 1, 2014 and that all matters related to and affected by wages (i.e. wages, overtime, holiday pay) and all educational benefits affected by this Agreement shall and will be paid to all employees on or before thirty (30) days from the execution of the Agreement.

ARTICLE 33 **CONTINUOUS OPERATIONS PAY**

33.1 Effective July 1, 1989, in recognition of the continuous operations of this Department, and the employer's obligation to so maintain, with variable workweeks, each employee shall receive \$610.00. Effective July 1, 1990, each employee shall receive \$760.00

33.2 Continuous operations pay shall be paid on the pay period in the month following the month in which the employee worked.

ARTICLE 34 **AGENCY SHOP**

34.1 The parties agree that, as a condition of employment, all employees covered by this Agreement shall pay to the Union a service fee, as set forth by the Union to aid the Union in defraying costs in connection with its obligation and responsibilities as bargaining agent for all employees.

34.2 In the event that any employee fails to pay his/her service fee when due, the Town, upon certification of said fact in writing by the Treasurer of the Union shall notify said delinquent employee that his/her employment shall be terminated unless the amount due is paid within thirty (30) days of notification. If the amount is not paid within said thirty (30) day period, the Town shall terminate said employee.

ARTICLE 35 **CHECK OFF**

35.1 The Town agrees to deduct from the wages of each employee on the first payroll date of each month a monthly service fee in the amount set forth by the Union.

35.2 The amount so deducted shall be transmitted to the Treasurer of the Union not later than the fifteenth day of the month in which the deduction is made.

ARTICLE 36

PHYSICAL FITNESS INCENTIVE

36.1 In recognition of the peculiar problems of the uniformed members of the Department of Fire Service and in recognition of the unusually high degree of susceptibility of heart diseases and hypertension, the Town shall make available to all Department of Fire Service employees a physical fitness program to hopefully reduce said heart disease and hypertension and the employees will make a good faith effort to participate in a physical fitness program to help reduce heart and hypertension injuries, with participation by employees being voluntary and no repercussions for non-participation. The Town will also pay to all employees one hundred and fifty dollars (\$150.00) which shall be added to and made part of the employee's annual salary to be used to cover any additional cost precipitated by said program. Participation shall be on a voluntary basis with no penalty for non-participation.

ARTICLE 37

NON-DISCRIMINATION

37.1 The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination because of age, sex, handicap, marital status, race, color, creed, national origin, political affiliation or union membership.

ARTICLE 38

PROMOTIONAL EXAMS

38.1 Promotion examinations for positions within the bargaining unit shall consist of the following parts:

- (a) Written Examination: 75%
- (b) Oral Examination: 25%. The oral examination panel would consist of three fire officers, from career fire departments within the State of Connecticut, who are equal to or of a higher rank than the position being interviewed.

In addition to the combined score above, seniority credits will be added as provided in the Town's Civil Service Rules & Regulations.

ARTICLE 39

HIRING NEW EMPLOYEES

39.1 The Union agrees that the Town may require that as a condition of continued employment, an employee newly employed after such date with paramedic certification must continue such certification for a minimum period of six (6) years. Failure to continue such certification during the six (6) year period will result in termination without recourse to the grievance procedure.

39.2 In filling entry-level vacancies after July 1, 1990, the Town shall establish two (2) eligibility lists for appointment. One (1) list shall consist of individuals certified as paramedics, and one (1) list shall consist of individuals without paramedic certification whose interests is becoming fire fighters. Except in instances where the number of certified line paramedics in the bargaining unit is sixteen (16), the Town shall hire from the fire fighter list. In instances where the number of certified paramedics in the bargaining unit is less than sixteen (16), the Town shall hire from the Certified Paramedic Fire Fighter list.

IN WITNESS WHEREOF, the parties hereto have set their hands this 27 day of July, 2015.

FOR THE TOWN OF HAMDEN

BY: _____

Mayor Curt Leng

Kenneth S. Kelley
Kenneth S. Kelley
Personnel Director

FOR IAFF, LOCAL #2687 AFL-CIO

BY: _____

Kurt Vogt, Local President

David W. Beaton
David Beaton, Vice President

Dan Such
Dan Such

John Spencer
John Spencer

Nelson Hwang
Nelson Hwang

APPENDIX A

**Hamden Fire (IAFF Local 2687) Wage Schedule
FY2014 – 2020**

	FY 14-15	FY 15-16	FY 16-17	FY 17-18	FY 18-19	FY 19-20
FIRE MARSHAL	96,625.62	98,711.13	100,838.36	103,008.12	105,221.29	107,478.71
DEPUTY FIRE MARSHAL	88,230.34	90,147.95	92,103.91	94,098.98	96,133.96	98,209.64
TRAINING OFFICER	95,434.03	97,495.71	99,598.63	101,743.60	103,931.47	106,163.10
SUPT. OF APPARATUS	96,512.91	98,596.17	100,721.09	102,888.51	105,099.28	107,354.27
ASST SUPT. OF APPARATUS	88,230.34	90,147.95	92,103.91	94,098.98	96,133.96	98,209.64
BATTALION CHIEF	95,434.03	97,495.71	99,598.63	101,743.60	103,931.47	106,163.10
FIRE CAPTAIN	88,230.34	90,147.95	92,103.91	94,098.98	96,133.96	98,209.64
FIRE LIEUTENANT	84,075.55	85,910.06	87,781.26	89,689.89	91,636.69	93,622.42
FIREFIGHTER III	76,920.23	78,611.63	80,336.86	82,096.60	83,891.53	85,722.36
FIREFIGHTER A2	66,910.48	68,401.69	69,922.73	71,474.18	73,056.67	74,670.80
FIREFIGHTER A1	56,900.65	58,191.66	59,508.49	60,851.66	62,221.70	63,619.13
FIREFIGHTER B	46,894.54	47,985.43	49,098.13	50,233.10	51,390.76	52,571.57

APPENDIX B



Employer/Group: HAMDEN: TOWN AND BOARD OF EDUCATION
Firm Division: 000653620 - HAMDEN TOWN-FIRE DEPT

Lumenos HSA Plan Summary

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

First - Use your HSA to pay for covered services:

Health Savings Account

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

Contributions to your HSA

For 2012, contributions can be made to your HSA up to the following:
 \$3,100 individual coverage
 \$6,250 family coverage

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

Plus - To help you stay healthy, use:

Preventive Care

100% coverage for nationally recommended services.

Preventive Care

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

Then -

Your Bridge Responsibility

The Bridge is an amount you pay out of your pocket until you meet your annual deductible responsibility. Your bridge amount will vary depending on how many of your HSA dollars, if any, you choose to spend to help you meet your annual deductible responsibility. If you contribute HSA dollars up to the amount of your deductible and use them, your Bridge will equal \$0. HSA dollars spent on covered services plus your Bridge Responsibility add up to your annual deductible responsibility.

Bridge

Your Bridge responsibility will vary.

Annual Deductible Responsibility

\$2,000 individual coverage
 \$4,000 family coverage

Health Account + Bridge = Deductible

If Needed -

Traditional Health Coverage

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

Traditional Health Coverage

After your Bridge, the plan pays:
 100% for in-network providers 80% for out-of-network providers

Additional Protection

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

Annual Out-of-Pocket Maximum

In-Network and Out-of-Network Providers
 \$4,000 individual coverage
 \$8,000 family coverage

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

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

CGHSA3075 CT July 6, 2015



Lumenos HSA Plan Summary

Healthy Rewards Program

Your employer will provide you with additional health care dollars in your HSA for the following:

- **Health Assessment:** You and your family members can complete the Health Assessment, our online tool designed to help measure your overall health. One adult family member is eligible to earn per plan year. The health information you provide is strictly confidential.
- **Personal Health Coach:** If you qualify for the Personal Health Coach Program, you'll receive one-on-one assistance from a specially trained registered nurse to help you manage a health condition. Health conditions may include but are not limited to diabetes, asthma, depression, high blood pressure, heart disease and pregnancy. You'll receive for enrolling in the Personal Health Coach Program (one reward per covered person per year). You'll receive for achieving your goals and graduating from the Personal Health Coach Program (one reward per covered person per year).
- **Smoking Cessation Program:** This program helps you manage withdrawal symptoms, identify triggers and learn new behaviors and skills to remain tobacco free. Participation is open to you and your covered family members age 18 or older, and includes counseling support and tools, including nicotine-replacement therapy coverage. You and your spouse are eligible to receive (one reward per person per lifetime) for completing this program.
- **Weight Management Program:** Our Weight Management Program is a personalized phone course designed to help you adopt lifestyle changes necessary to lose weight and maintain weight loss. A team of counselors (a registered dietitian and health educator) with expertise in weight management will help you address healthy eating, physical activity and exercise, stress management, and more. You and your covered family members age 18 and older who have a Body Mass Index (BMI) of 25 or higher are eligible for this program. You and your spouse are eligible to receive (one reward per person per lifetime) for completing this program.

Summary of Covered Services

Preventive Care

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

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

The following is a list of covered preventive care services:

Well Baby and Well Child Preventive Care

Office Visits through age 18; including preventive vision exams.

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

Immunizations:

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

Adult Preventive Care

Office Visits after age 18; including preventive vision exams.

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

Immunizations:

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



Lumenos HSA Plan Summary

Summary of Covered Services (Continued)

Medical Care

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

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

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

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

- Skilled nursing facility services limited to 100 days per member per calendar year.
- Home Health care services limited to 200 visits per member calendar year
- Inpatient rehabilitative services limited to 100 days per member per calendar year.
- Chiropractic services limited to visits per member per calendar year.
- Durable medical equipment is paid subject to deductible and coinsurance when the services are rendered out-of-network.
- Inpatient hospitalizations require authorizations.
- Your Lumenos HSA plan includes an unlimited lifetime maximum for in and out-of-network services.

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

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



Lumenos HSA Plan Summary

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

Additional limitations and exclusions may apply.



In Connecticut, Anthem Blue Cross and Anthem Blue Shield is the trade name of Anthem Health Plans, Inc. In New Hampshire, Anthem Blue Cross and Blue Shield is the trade name of Anthem Health Plans of New Hampshire, Inc. In Maine, Anthem Blue Cross and Blue Shield is the trade name of Anthem Health Plans of Maine, Inc. Independent licensees of the Blue Cross and Blue Shield Association.
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If you have questions, please call toll-free 1-888-224-4896

CGHSA3075 CT July 6, 2015



Employer/Group: HAMDEN: TOWN AND BOARD OF EDUCATION
Firm Division: 000653620 - HAMDEN TOWN-FIRE DEPT
DENTAL FLEX

Description of Benefits	You Pay:
Annual Deductible (individual/family)	\$25.00/\$75.00
Annual Maximum (per member per calendar year)	\$1,500.00
Lifetime Orthodontic Maximum (per member)	Does not Apply

Diagnostic & Preventive Services

<ul style="list-style-type: none"> - Periodic evaluations - Initial evaluation - Cleanings, 2 per year - Fluoride treatments to age 19 	<ul style="list-style-type: none"> - Space maintainers to age 19 - X-rays - Emergency Palliative treatment 	No Charge
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Basic Services

<ul style="list-style-type: none"> - Fillings - Repair Bridge - Repairing and relining of dentures - Endodontics including but not limited to root canal therapy 	<ul style="list-style-type: none"> - Oral surgery - Simple and surgical extractions - Recement crown - Recement bridge 	20%, after deductible
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Major Services

<ul style="list-style-type: none"> - Prosthodontics including but not limited to bridgework, partial and full dentures - Crowns - Inlays 	<ul style="list-style-type: none"> - Onlays - Post and core - Periodontics 	50%, after deductible
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Accessing Benefits:

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

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

Dental claims should be submitted to Anthem BCBS Dental, P.O.Box 547, North Haven CT 06473.

Principle Limitations and Exclusions

Services received from a dental or medical department maintained by an employer, a mutual benefit association, labor union, trustee or other similar person or group; Services for which the member incurs no Dentists' Charge or which are services of a type ordinarily performed by a physician, or charges which would not have been made if insurance was not

available; Services with respect to congenital malformations; Services, treatment or supplies furnished by or at the direction of any government, state or political subdivision; Any items not specifically listed in this Policy; Lost or stolen dentures or denture duplication; Gold foil restorations; Temporary services and appliances; such as crown or tooth preparations and temporary fillings, crowns, bridges and dentures; Application of sealants, regardless of reason; Services as determined by the company, that are rendered in a manner contrary to normal dental practice. A complete list of exclusions appears in the Certificate of Coverage.

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

July 6, 2015



Employer/Group: HAMDEN: TOWN AND BOARD OF EDUCATION
Firm Division: 000653130 - TOWN OF HAMDEN F/TIME EMPLOYEES 1,000,000 MM
CENTURY PREFERRED,\$10.00

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

COST SHARE PROVISIONS	In Network Member Pays:	Out-of-Network Member Pays:
Office Visit Copayment	\$10.00	Deductible & Coinsurance
Specialist Visit Copayment	\$10.00	
Hospital Copayment(<i>per admission</i>)	\$200.00	
Urgent Care Copayment	\$25.00	
Outpatient Surgery Copayment	\$100.00	
Ambulatory Surgery Copayment	\$100.00	
Emergency Room Copayment (<i>waived if admitted</i>)	\$50.00	\$50.00
Annual Deductible (<i>individual/2-member family/3+ member family</i>)	Does not apply	\$100/\$200/\$250
Coinsurance	Does not apply	20 %
Coinsurance Maximum (<i>individual/2-member family/3+ member family</i>)	Does not apply	\$400/\$800/\$1,000
Lifetime Maximum	Unlimited	Unlimited

PREVENTIVE CARE

Well child care*	No Copayment	Deductible & Coinsurance
Periodic, routine health examinations*	No Copayment	Deductible & Coinsurance
Routine eye exams	\$10.00	Deductible & Coinsurance
Routine OB/GYN visits	No Copayment	
Mammography*	No Copayment	
Hearing screening	\$10.00	



Employer/Group: HAMDEN: TOWN AND BOARD OF EDUCATION

**Firm Division: 000653130 - TOWN OF HAMDEN F/TIME EMPLOYEES 1,000,
CENTURY PREFERRED,\$10.00**

MEDICAL CARE	In Network Member Pays:	Out-of-Network Member Pays:
Office visits	\$10.00	Deductible & Coinsurance
Office visits - Specialist	\$10.00	
Outpatient mental health & substance abuse (prior authorization may be required)	Refer to Plan Document	
OB/GYN care	No Copayment	
Maternity care (initial visit subject to copayment, no charge thereafter)	\$10.00	
Diagnostic lab and x-ray	Refer to Plan Document	
High-cost outpatient diagnostic (prior authorization may be required) The following are subject to copay: MRI, MRA, CAT, CTA, PET, SPECT scans		
Allergy services - Office Visits	\$10.00	
Allergy services - Testing	\$10.00	
Allergy services - Injections (80 - Within 3 Years)	No Copayment	

HOSPITAL CARE - Prior authorization may be required

Semi-private room (General/Medical/Surgical/Maternity)	Refer to Hospital Copayment	Deductible & Coinsurance
Inpatient mental health and substance abuse	Refer to Plan Document	
Skilled nursing facility (up to 120 days per calendar year)	\$200.00	
Rehabilitative services (up to 60 days per calendar year)	No Charge	
Outpatient surgery (in a hospital)	\$100.00	
Ambulatory surgery (in other than a hospital setting)	\$100.00	



Employer/Group: HAMDEN: TOWN AND BOARD OF EDUCATION

Firm Division: 000653130 - TOWN OF HAMDEN F/TIME EMPLOYEES 1,000,000 MM

CENTURY PREFERRED,\$10.00

EMERGENCY CARE	In Network Member Pays:	Out-of-Network Member Pays:
Walk-in centers	\$10.00	Deductible & Coinsurance
Urgent care <i>(at participating centers only)</i>	\$25.00	Deductible & Coinsurance
Emergency care <i>(copayment waived if admitted)</i>	\$50.00	\$50.00
Ambulance	No Copayment	No Copayment

OTHER HEALTH CARE

Physical, Occupational, Speech and Chiropractic Therapies <i>(50 - Per Member Per Calendar Year)</i>	No Copayment	Deductible & Coinsurance
Durable Medical Equipment and Prosthetics <i>(Unlimited maximum per calendar year)</i>	No Copayment	Deductible & Coinsurance
Infertility Services <i>(Prior authorization may be required - Some restrictions may apply)</i>	Refer to Plan Document	Deductible & Coinsurance
Home Health Care	OV Copayment	\$50.00 Deductible & 20% Coinsurance

*** PREVENTIVE CARE SCHEDULES**

Well Child Care: *(Including Immunizations)*

Adult Exams:



Employer/Group: HAMDEN: TOWN AND BOARD OF EDUCATION

Firm Division: 000653130 - TOWN OF HAMDEN F/TIME EMPLOYEES 1,000,000 MM
CENTURY PREFERRED,\$10.00

Mammography: (additional exams when medically necessary)

AGE 35-39, 1 BASELINE EXAM;
 AGE 40 AND OVER, 1 EVERY YEAR

Vision Exams: ONCE EVERY 2 YEARS
Hearing Exams: ONCE EVERY 2 YEARS
OB/GYN Exams: DOES NOT
 APPLY

Note To Benefit Descriptions:

- In situations where the member is responsible for obtaining the necessary prior authorizations and fails to do so, benefits may be reduced or denied.
- Inpatient Hospital Per Admission Copay is waived if readmitted within 30 days for same diagnosis.
- 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.
- 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 Health 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.

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

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

July 6, 2015



Employer/Group: HAMDEN: TOWN AND BOARD OF EDUCATION

Firm Division: 000653130 - TOWN OF HAMDEN F/TIME EMPLOYEES 1,000,000 MM

CENTURY PREFERRED 3-TIER MANAGED PRESCRIPTION DRUG PROGRAM

\$5 Copayment Generic Drugs

\$25 Copayment Listed Brand-Name Drugs

\$40 Non-Listed Brand-Name Drugs

Unlimited Annual Maximum

Description of Benefits		You Pay:
Tier 1 : Generic Drugs	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
Tier 2 : Listed Brand-Name Drugs	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
Tier 3 : Non-Listed Brand-Name Drugs	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
		Plan Pays:
Annual Maximum	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 copayments for three types of prescription drugs: generic, listed brand-name and non-listed brand-name, 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 will 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.

- You will be responsible for one copayment when purchasing a 30-day supply of prescription drugs from a participating retail pharmacy.
- You will 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 will only be responsible for a Tier 1 copayment.
- When a generic equivalent is available and you obtain a listed or non-listed brand-name drug, you will be responsible for the applicable Tier copayment *plus* the difference in cost between the generic and listed or non-listed brand-name drug. This provision applies unless your provider obtains Prior Authorization. When Prior Authorization is obtained (at the discretion of Anthem Blue Cross and Blue Shield), you will be responsible only for the applicable Tier 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.

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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 \$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, two copayments will apply, as follows: \$10 generic/\$50 listed brand-name/\$80 non-listed brand.

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, or go to www.anthemprescription.com, 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 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 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.

It is only a general description of the \$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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July 6, 2015



Employer/Group: HAMDEN: TOWN AND BOARD OF EDUCATION

Firm Division: 000653130 - TOWN OF HAMDEN F/TIME EMPLOYEES 1,000,000 MM

DENTAL FLEX

Description of Benefits	You Pay:
Annual Deductible (individual/family)	\$25.00/\$75.00
Annual Maximum (per member per calendar year)	\$1,500.00
Lifetime Orthodontic Maximum (per member)	Does not Apply

Diagnostic & Preventive Services

<ul style="list-style-type: none"> - Periodic evaluations - Initial evaluation - Cleanings, 2 per year - Fluoride treatments to age 19 	<ul style="list-style-type: none"> - Space maintainers to age 19 - X-rays - Emergency Palliative treatment 	No Charge
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Basic Services

<ul style="list-style-type: none"> - Fillings - Repair Bridge - Repairing and relining of dentures - Endodontics including but not limited to root canal therapy 	<ul style="list-style-type: none"> - Oral surgery - Simple and surgical extractions - Recement crown - Recement bridge 	20%, after deductible
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Major Services

<ul style="list-style-type: none"> - Prosthodontics including but not limited to bridework, partial and full dentures - Crowns - Inlays 	<ul style="list-style-type: none"> - Onlays - Post and core - Periodontics 	50%, after deductible
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Accessing Benefits:

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

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

Dental claims should be submitted to Anthem BCBS Dental, P.O.Box 547, North Haven CT 06473.

Principle Limitations and Exclusions

Services received from a dental or medical department maintained by an employer, a mutual benefit association, labor union, trustee or other similar person or group; Services for which the member incurs no Dentists' Charge or which are services of a type ordinarily performed by a physician, or charges which would not have been made if insurance was not

available; Services with respect to congenital malformations; Services, treatment or supplies furnished by or at the direction of any government, state or political subdivision; Any items not specifically listed in this Policy; Lost or stolen dentures or denture duplication; Gold foil restorations; Temporary services and appliances; such as crown or tooth preparations and temporary fillings, crowns, bridges and dentures; Application of sealants, regardless of reason; Services as determined by the company, that are rendered in a manner contrary to normal dental practice. A complete list of exclusions appears in the Certificate of Coverage.

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

July 6, 2015

APPENDIX C

APPENDIX C

TOWN OF HAMDEN FIRE DEPARTMENT SUBSTANCE ABUSE POLICY

I. PURPOSE

The purpose of this Appendix C is to establish the terms and conditions of the Town of Hamden (Town) Fire Department's Substance Abuse Policy

II. POLICY

The Town and the Union recognize that drug and alcohol abuse by employees is a threat to the public welfare and to the safety of Department personnel. It is the goal of this policy to ensure that employees do not engage in illegal or unauthorized drug or alcohol use through education and to rehabilitate affected personnel. The possession or use of alcohol or illegal or unauthorized drugs by on duty personnel is strictly prohibited. The Town shall instruct all Department employees on the impact of drugs or alcohol on job performance.

All current employees and supervisors shall be fully informed of the Substance Abuse Policy prior to implementation. All employees and supervisors hired after the effective date of this Policy shall be fully informed prior to their first duty shift.

III. DEFINITIONS

Alcohol: The intoxicating agent in beverage alcohol, ethyl alcohol or other low molecular weight alcohol, including methyl and isopropyl alcohol.

Chain of Custody: Procedures to account for the integrity of each specimen by tracking its handling and storage from point of collection to final disposition.

Collection Site: The current collection site is Yale Occupational Health. The Town may change the collection site to an in-Town facility upon thirty (30) days advance notice to the Union.

Hamden Fire Department Motor Vehicle: Town owned, leased, or rented motor vehicle or combination of motor vehicles used to transport Town employees, passengers or property.

Confirmation Test: In drug testing, a second analytical procedure to identify the presence of a specific drug or metabolite that is independent of the screening test and that uses a different technique and chemical principle from that of the screening test in order to insure reliability and accuracy. The confirmation test is performed using a Gas Chromatography/Mass Spectrometry (GC/MS) technique.

Covered Employee: All members of the Hamden Fire Department, excluding the Fire Chief and Deputy Fire Chief.

Medical Review Officer (MRO): A licensed physician responsible for receiving laboratory results generated by an employer's drug and alcohol testing program who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an individual's confirmed positive test result together with his/her medical history and any other relevant biomedical information. If an employee's test result is positive, the MRO will contact the

employee to discuss the test to determine if the positive result is valid and to notify the employee that he/she has seventy-two (72) hours to request a test of the split specimen.

Prescribed Drug: Any drug prescribed for an individual by a licensed practitioner, including over the counter medication.

Reasonable Objective Suspicion: Reasonable objective suspicion of drug and/or alcohol use will be based on specific, contemporaneous, objective articulable observations concerning appearance, behavior, speech or body odors, or any reasonable inferences that may be drawn from these observations.

Refusal to Submit: When any person covered by this policy engages in conduct that obstructs the testing process. This includes but is not limited to the refusal to sign consent forms; the failure to provide adequate urine for controlled substance testing; the refusal to take a required test; the failure to make oneself available to a test as required by this policy.

Safety Related: Any activity that poses a risk of injury to oneself, ones fellow employees, or the general public.

Safety Sensitive Function: Any function that affects the safety of employees and the safe operation of Hamden Fire Department vehicles including but not limited to the following:

- 1) all times at a Hamden Fire Department facility or other Hamden Fire Department locations;
- 2) all times that a Hamden Fire Department employee is on duty.

SAMHSA: Substance Abuse Mental Health Services Administration.

Screening Test: In drug testing an immunoassay screen to eliminate negative urine specimens from further analysis. The initial screening will be the EMIT (Enzyme Multiplied Immunoassay Technique).

Supervisor: Uniformed personnel assigned to a position having day-to-day responsibility for supervising subordinates, including the Fire Chief and Deputy Fire Chief. Supervisors may include supervisory employees in the bargaining unit and staff employees who hold rank above the rank of firefighter.

IV. PROHIBITED CONDUCT

- 1) The illegal use of controlled substances at any time is prohibited.
- 2) The performance of any safety sensitive function while using legally prescribed drugs is prohibited unless the use is pursuant to the instructions of a physician who has advised the employee that the substance does not adversely affect the ability to safely drive a vehicle or perform the employee's duties. The use of legally prescribed drugs, that may impair the employee's work performance or may affect workplace safety and said impairment is made known to the employee, shall be reported to the immediate supervisor before the performance of any safety sensitive function.
- 3) Refusal to submit to a drug or alcohol test is strictly prohibited. The employee is required to cooperate with the laboratory personnel and provide them with the following:

- An adequate and complete sampling
- Assistance in completing the required documentation for chain of custody
- Marking and sealing the specimen

The refusal by an employee to submit to a drug and/or alcohol screening test pursuant to the provisions of this policy will result in disciplinary action, up to and including termination.

V. METHODS OF TESTING

1) Reasonable Suspicion Testing:

A. Supervisory personnel may request that an employee submit to drug or alcohol testing when a supervisor has a reasonable suspicion that an employee is under the influence of drugs or alcohol. "Reasonable suspicion" is defined as a belief based on objective facts and observations sufficient to lead a reasonably prudent supervisor to suspect that an employee is using illegal drugs, abusing prescribed medication, or is reporting for duty or on duty under the influence of drugs or alcohol. When a reasonable suspicion is determined indicating that an employee is using drugs or alcohol, that employee will be tested pursuant to procedures set forth in this policy.

B. Prior to the implementation of reasonable suspicion testing the Town shall provide training to all supervisory personnel. This training shall deal with issues related to, but not limited to, observation, detection, and proper documentation of employees' actions which would lead to reasonable suspicion for directing an employee to be tested under this policy.

C. Circumstances which constitute a basis for determining reasonable suspicion may include, but are not limited to:

- Direct observation of drug and/or alcohol use;
- The employee's body shows evidence of drug use (e.g. track marks);
- The employee is found to be in possession of drugs while on duty;
- Spontaneous, unusual, abnormal, erratic or unacceptable behavior;
- Information which is provided by a reliable and credible source;
- The presence of symptoms of drug and/or alcohol use (e.g. glassy or blood shot eyes, slurred speech, poor coordination and/or reflexes, etc.);

An anonymous source will not be the sole basis for testing.

D. Any observations for reasonable suspicion testing must be reported immediately to a supervisor who is trained in the detection of controlled substance use. The supervisor will determine whether or not a reasonable suspicion exists. The supervisor will ask a second supervisor to observe the employee to confirm reasonable suspicion. If the two supervisors disagree regarding reasonable suspicion, the Fire Chief and/or Deputy Fire Chief will speak with each supervisor before make a decision to order testing.

E. Any employee who has a reasonable suspicion that his/her immediate supervisor may be under the influence of a controlled substance shall report such suspicion to the next supervisor in the chain of command.

1. Any employee or supervisor initiating reasonable suspicion testing will be required to detail in writing the specific facts, symptoms or observations which formed the basis for their determination that reasonable suspicion existed to warrant the testing of the employee. Supervisors may use the reasonable suspicion form attached to this policy.

2. This document shall be made available to the employee or his designee upon completion by the supervisor. Under no circumstances shall this report be made available any later than 24 hours after instructing the employee to submit to reasonable suspicion testing.

F. The supervisor shall report the basis for his/her reasonable suspicion to the Fire Chief or Deputy Chief. The Fire Chief or Deputy Chief shall decide whether to direct the employee to testing.

1. The Fire Chief or Deputy Chief shall attempt to inquire of the employee under reasonable suspicion as to any potential mitigating circumstances. The employee is not required to offer such and, unless the Fire Chief or Deputy Chief shall so decide, such inquiry shall not stop the testing process.

2. A written directive ordering the employee to report for testing immediately, if possible, but in any event within twenty-four (24) hours, shall be issued by the Fire Chief or Deputy Chief.

G. The Fire Chief or the Fire Chief's designee shall (1) instruct the employee to submit to reasonable suspicion urinalysis drug testing or alcohol testing by breathalyzer or intoxilyzer as the case may be, (2) provide a verbal explanation of the basis for the reasonable suspicion, and (3) be responsible for the employee's transportation to the testing site.

H. Any supervisor encountering an employee who refuses to submit to a test upon request or order shall inform the employee of the requirements and consequences of a violation of this policy and/or a direct order. If said employee continues to refuse to submit to such testing the employee shall be sent home and suspended without pay pending disciplinary action.

I. Supervisory personnel are responsible for consistent enforcement of this policy. Any supervisor who knowingly permits a violation of this policy by an employee under their direct supervision shall be subject to disciplinary action.

J. The collection, testing, reporting and discipline for violations of this section shall be the same as those for an employee tested under the random testing method of this policy.

K. Reasonable suspicion can form the basis for post-accident testing as provided under this policy.

2) Random Drug Testing:

A. Random drug and alcohol testing will be conducted for all employees performing safety-sensitive functions at least at the rate established by federal law (currently 50% for drugs and 10% for alcohol). These minimum rates are subject to change. Any change in the rate of random testing shall be shared with the Union prior to being implemented. Random tests will be unannounced and spread reasonably throughout the year. There will be no pattern to when the random tests will be conducted, and all employees will have an equal chance of being selected

for testing from the random pool each time random tests are conducted. The length and frequency of each testing cycle will be determined by the Town and will remain confidential. Employees shall remain in the pool even after being selected and tested. An employee, therefore, may be selected for a random test more than once during the year.

B. Random tests will be conducted when an employee is on duty. Each employee who is notified of selections for random drug testing shall report to the test site immediately, upon notice to the commanding officer. Any request for leave or time off shall not be granted once the employee has been selected to submit to random testing as stated above, until such time as the requisite test has been completed. An employee who calls in sick after notification of the assigned test date will be required to report for the test unless a physician directs that he is unable to do so.

3) Post Accident Testing:

A. Each employee shall be tested for controlled substances, if the employee was involved in an accident while performing a safety sensitive function with respect to a vehicle; and the accident involved the loss of human life; either vehicle needs to be towed from the scene; or anyone involved in the accident has a bodily injury requiring immediate treatment at a hospital.

B. Any employee who is subject to post accident testing shall remain readily available for such testing or the employee may be deemed to have refused to take the test. Nothing in this section shall require the delay of necessary medical attention following an accident nor does it prohibit the driver from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident.

4) Return to Duty Testing:

Before an employee who has violated this policy concerning controlled substances returns to duty requiring the performance of a safety sensitive function, just before such function, the employee shall undergo a return to duty controlled substance test with a result indicating a verified negative result for controlled substance use.

5) Follow-up Testing:

Employees who have been found to be in violation of this policy, who subsequently seek assistance through EAP shall be evaluated by a substance abuse professional. Following a determination by a substance abuse professional that an employee is in need of assistance associated with use of controlled substance, the employee will be subject to unannounced follow-up controlled substance testing. The substance abuse professional shall determine the amount of follow up testing required. However, a minimum of six (6) follow up tests will be performed within a twelve month period following the employee's return to a safety sensitive function.

In addition, any employee found to have violated this policy, who is not terminated, will also be subject to follow-up testing requirement.

VI. TESTING PROCEDURES

1. Drug Testing

A. Drug testing will be performed by providing a urine sample (minimum of 45 ml.) at the collection site.

B. If an employee is unable to provide an adequate sample, the employee must remain at the collection site for a period of three hours. The employee will be required to consume a minimum of 40 fl. oz. of water during this period. If the employee is still unable to provide an adequate sample, the employee will be referred to a mutually agreed upon physician, to assess the employee's inability to provide an adequate sample. Failure to submit a sample shall be considered a refusal to submit to a drug test, and the employee shall be subject to discipline.

C. Specimen collection procedures require security for the collection site, chain of custody documentation, use of authorized personnel, privacy during collection, integrity and identity of the specimen, and transportation to the laboratory. Only those laboratories certified by SAMHSA, and that have these procedures in place will be used.

D. All personnel subject to testing shall present proper identification upon appearing at the laboratory.

E. Once the urine specimen is collected, it will be forwarded to a SAMHSA certified laboratory. The accuracy of the test shall be drug specific. The initial test shall employ a methodology different from the second test. The initial screening shall consist of the EMIT (Enzyme Multiplied Immunoassay Technique). If this test is negative no further test will be required. If the result is positive, a second confirmation test will be conducted. The confirmation test is performed using a Gas Chromatography/Mass Spectrometry (GC/MS) technique. A MRO will review and interpret positive test results.

F. The testing facility will be continuously bound to make provisions to properly preserve, store and secure a split urine sample of the original urine specimen, to be reserved and made available for the purpose of an independent confirmation. This independent confirmation will be authorized by the employee, using the laboratory of his/her discretion, provided such laboratory is SAMHSA certified. Any employee requesting testing of the split sample, must make the request to the MRO within 72 hours. The laboratory will make available to the employee, for his/her inspection, all records of the primary and secondary confirmation testing done by the lab on the urine sample provided by the employee. There are no cut off levels for testing of the split sample.

The Town will provide to the employee prior to testing an information package concerning the testing process which will include a notice to the employee of his/her right to request testing of the split sample.

G. Only confirmed positive results are reported positive. The Fire Chief and the Personnel Director shall be notified immediately following a positive test result.

H. The laboratory must continue the uninterrupted chain-of-custody procedure from receipt of the specimen and maintain internal chain of custody procedures which establish

fundamental accountability and reliability of testing from a legal viewpoint. The chain of custody procedure must be stringent and confidential in all phases of the process:

- Handling of the specimen
- Testing the specimen
- Storing of the specimen
- Reporting of the test results

I. The Town shall assure that the existing laboratory will be subject to appropriate external auditing procedures to evaluate quality assurance, evaluation of testing procedures and overall performance.

The following table reflects the cut off levels that will indicate a positive on a screening test

DRUGS	INITIAL TEST LEVELS (NG/ML)	CONFIRMATION TEST LEVELS (NG/ML)
Marijuana	50	15
Cocaine	300	150
Opiates	2000	
Morphine		2000
Codeine		2000
Phencyclidine (PCP)	25	25
Amphetamines	1000	500
Methamphetamine		500

These cut off levels will automatically be adjusted to reflect changes in federal and state law. Any adjustments shall be shared with the Union prior to being implemented.

2. Alcohol Testing

A. Employees who perform safety-sensitive functions must not consume alcohol: 1) while performing a safety-sensitive function; 2) within four hours prior to performing a safety-sensitive function (this means that employees cannot consume alcohol during the lunch period or other meal breaks without being in violation of this policy); 3) for up to eight (8) hours following an accident where a life was lost or where the safety-sensitive employee was cited for a moving traffic violation, or until the employee undergoes a post-accident test, whichever occurs first; 4) while on duty or operating a commercial motor vehicle.

B. Testing for alcohol will be performed by breathalyzer and/or intoxilyzer. A test of .04 and over is a positive test. If positive, there shall be a reconfirming test after fifteen (15) minutes. Furthermore, any time an employee is required to provide a urine sample for testing under this policy, a breath test for the detection of alcohol may be administered under the Town's own authority.

VII. CONSEQUENCES OF A POSITIVE CONTROLLED SUBSTANCE TEST

1. Any employee who has tested positive for the use of controlled substances in violation of this policy will immediately be removed from his/her position or may be suspended without pay pending the results of a disciplinary hearing.

2. In the case of a new probationary employee (as defined by the collective bargaining agreement), involved in the performance of any safety sensitive or safety-related function, a confirmed use of controlled substances in violation of this policy shall result in his/her termination.

3. An employee who has tested positive for the use of drugs in violation of this policy and who has not been terminated will be subject to a 10 day unpaid suspension for his/her first violation and a 30 day unpaid suspension for his/her second violation. If the employee tests positive a third time for the use of drugs in violation of this policy, he/she will be terminated immediately.

4. An employee who has tested positive for alcohol use in violation of this policy and who has not been terminated will be subject to a 5 day unpaid suspension for his first violation and a 10 day suspension for his/her second violation. If the employee tests positive a third time for alcohol use in violation of this policy, he/she will be terminated immediately.

5. The refusal by a member of the Department to submit to a drug or alcohol test pursuant to these provisions will result in the member's immediate suspension without pay and subsequent disciplinary action which may include dismissal from the Department.

6. Any alteration, switching, substituting or tampering with a sample or test given by an employee shall be grounds for immediate suspension without pay and subsequent disciplinary action which may include dismissal from Town employment, for all parties involved.

VIII. CONSEQUENCES OF VOLUNTARY DISCLOSURES

The Town believes that successful rehabilitation depends on an employee's willingness to rehabilitate himself/herself and the admission that a problem exists. Therefore, the Town will encourage voluntary disclosure and offer assistance to any employee who seeks help on a voluntary basis. On a one time only basis, any employee who voluntarily seeks assistance will not be disciplined for the use of controlled substances and will be afforded an opportunity to utilize sick time to achieve his goal of rehabilitation. Each employee is entitled to only one voluntary disclosure.

An employee who voluntarily discloses his drug and/or alcohol problem will be subject to the same return-to-duty requirements as an employee who tests positive, including return-to-duty and follow-up testing; however, this employee will not be subject to immediate termination for failure of such return-to-duty or follow-up test unless it is his/ her third~~second~~ disciplinary offense.

A disclosure will be considered voluntary only if made:

- 1) Prior to any accident or incident that could lead to a drug and/or alcohol test.
- 2) Prior to the employee being ordered for a drug and/or test.
- 3) Prior to any employee becoming aware of an impending test.

The EAP is available to all Town employees and will provide counseling and referral services to any employee who seeks treatment. The EAP services are provided by the Town at no charge. Any required treatment that is not covered by the Town's EAP program or insurance shall be borne by the employee and/or processed through his/her group health insurance. EAP enrollment and counseling is confidential.

Note: The enrollment in an EAP program is not voluntary disclosure. The employee must notify his supervisor in writing to be considered to have voluntarily disclosed. All voluntary disclosures will be confidential.

IX. CONFIDENTIALITY

The Town of Hamden, its agents, contractors and employees will assure HIPAA guarantees of confidentiality of all employees required to submit to urinalysis drug testing. No information will be furnished nor shall participation in any rehabilitation program be revealed to anyone other than those authorized under this policy or by the employee or by lawful court order. No records of test results, referrals or any procedures relating to urinalysis drug testing will be stored in any employee's personnel file, except when such records become part of a disciplinary action.

The Office of the Fire Chief shall be the repository for all records concerning the process of testing, reporting and documenting drug results. All confirmed positive test results are confidential and shall be placed in the employee's medical file.

X. REVIEW AND EVALUATION

A committee consisting of three (3) representatives designated by the Fire Chief and three (3) representatives designated by the Union shall meet once every calendar year in the month of January to review and evaluate the forgoing policy.

This committee shall have the authority to make recommendations to alter this policy. However, any alteration proposed by the committee must be mutually agreed to in writing by the Town and the Union.

XI. EDUCATION AND TRAINING

1. Training for Employees

A. The Town will provide employees with drug and alcohol awareness and reasonable suspicion training. The purpose of this training is to provide employees with the knowledge to recognize the symptoms of drug and alcohol use and/or abuse, and to familiarize them with the procedures and roles of the persons involved in this policy.

B. The Town will display and distribute to employees educational materials explaining its policies and procedures. Employees will be provided at least sixty (60) minutes of training on the effects and indications of alcohol and drug use.

C. Employees will be required to sign a form indicating that they have received a copy of the policies and procedures; the form will be filed in employee personnel files.

2. Training for Supervisors

A. Prior to the implementation of this policy, the Town shall be responsible for providing training to all supervisory personnel. This training shall deal with issues related to, but not limited to, observation, detection, and proper documentation of employees' actions which would lead to reasonable suspicion for directing an employee to be tested under this policy.

B. Supervisors responsible for determining when to administer reasonable suspicion tests will receive at least two (2) hours of drug and alcohol awareness training.

C. This category shall be interpreted as including union officers of the local involved in this policy.

XII. COMPENSATION OF EMPLOYEE

Each employee shall be compensated at his regular hourly rate for all time spent undergoing testing pursuant to this policy, while on duty. An employee subject to return to duty or follow up testing shall also be compensated at his regular hourly rate, except if such testing is done while off duty.

XIII. SEPARABILITY

If any clause or provision of this policy including any appendix or addition thereto is decided by a court or administrative agency of competent jurisdiction to be in violation of any federal, state or local law, the remaining clauses and provisions of the policy, appendix and addition thereto shall remain in full force and effect.

XIV. NOTIFICATION OF CONVICTIONS

Pursuant to the requirements of the Drug-Free Workplace Act, employees must notify Town within five (5) days of any criminal drug statute conviction for a violation occurring in the workplace.

XV. ACKNOWLEDGMENT

By my signature, I (print name) _____ hereby acknowledge that I have received a copy of the Town of Hamden's policy on drug use and alcohol abuse. I also understand the prohibitions and consequences of policy violation. I understand that the Town of Hamden requires applicants and employees covered under this policy to undergo alcohol and drug testing as a condition of employment and the consequences of failing an alcohol and drug test or refusing to be tested. I further agree to cooperate and abide by the requirements and conditions of the Town of Hamden's policy.

EMPLOYEE SIGNATURE

DATE

TOWN OF HAMDEN REPRESENTATIVE

DATE

TO BE KEPT ON FILE AFTER EMPLOYEE HAS RECEIVED A COPY OF POLICY AND SIGNED ACKNOWLEDGMENT. THIS MUST BE SIGNED BEFORE TESTING BEGINS.

Reasonable Suspicion Form

OBSERVED BEHAVIOR- REASONABLE SUSPICION RECORD

Employee: Name: _____ SS# _____

Observation: Date: _____ Time: (from) _____ am/pm (to) _____ am/pm

Location: _____
(Street) (City) (State) (Zip)

Cause for Suspicion

1. Presence of Drugs and/or Drug Paraphernalia (specify): _____

2. Appearance: __Normal __Flushed __Puncture Marks
 __Disheveled __Bloodshot Eyes __Inappropriate wearing of sunglasses
 __Dilated/ Constricted __Profuse Sweating __Tremors
 __Dry-mouth Symptoms __Runny Nose/Sores
 __Other _____

3. Behavior:

Speech: __Normal __Incoherent __Slurred __Silent
 __Confused __Slowed __Whispering
 __Other _____

Awareness: __Normal __Incoherent __Slurred __Silent
 __Confused __Slowed __Whispering
 __Other _____

4. Motor Skills

Balance: __Normal __Swaying __Falling __Staggering
 __Other _____

Walking &
Turning __Normal __Swaying __Arms Raised for Balance
 __Stumbling __Falling __Reaching for Support
 __Other _____

5. Other Observed Actions or Behavior (specify): _____

Witnesses By: _____ am/pm
 (Signature) (Title) (Date) (Time)

_____ am/pm
 (Signature) (Title) (Date)