

TENTATIVE AGREEMENT
BETWEEN THE
CITY OF BRIDGEPORT
AND
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS
AFL-CIO, LOCAL 834

JULY 1, 2014 THROUGH JUNE 30, 2018

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PREAMBLE

The following contract entered into as of the first day of July 2014 by and between respectively, the City of Bridgeport, Connecticut, hereinafter referred to as the "City", and Local 834, International Association of Fire Fighters, AFL-CIO, hereinafter referred to as the "Union", is designed to maintain and promote a harmonious relationship between the City of Bridgeport and such of its employees who are within the provisions of this contract, in order that a more efficient and progressive public service may be rendered.

ARTICLE 1 – RECOGNITION

The City hereby recognizes the Union as the exclusive representative and bargaining agent for the employees covered by this contract, for the purposes of establishing wages, hours and other conditions of employment. The employees covered by this contract are all uniformed and investigatory positions within the Bridgeport Fire Department, except that of, Deputy Fire Chief Executive Officer, Deputy Chief of Administration, Operations Deputy and Fire Chief. The City agrees that the Operations Deputy will be hired from within the Union.

ARTICLE 2 – PAYROLL DEDUCTION OF UNION FEES, DUES AND ASSESSMENTS

The City shall deduct weekly and remit to the Union's Secretary-Treasurer, not later than the week in which the deductions were taken, Union dues, initiation fees, assessments or their equivalents, together with a list of names of employees from whose wages such deductions have been made, from the earned wages of each employee in such amount as determined by the Union, provided that no such deduction shall be made from any employees wages except when authorized by him/her on an appropriate form, a signed copy of which must be submitted to the City. Such authorization shall be for the life of the contract and shall be continued thereafter if a contract exists between the City and the Union. Any fine or assessment levied by the Union may be deducted if authorized by the employee.

Any newly hired employee, after the date of adoption of this contract, shall, after the completion of Basic Fire Training School, but in no case later than thirty (30) days after the completion of Basic Fire Training School, either join the Union as a dues paying member or pay a service charge equal to the dues paid by Union members, to be automatically payroll deducted and remitted to the Union Treasurer each week.

The Union shall hold the City harmless against all claims and the expense resulting from such claims, asserted by virtue of action taken or not taken by the City pursuant to this Article.

ARTICLE 3 – EMPLOYEES TO RECEIVE COPIES OF THE CONTRACT

The City shall give to each present employee, and to each new employee when hired, a copy of this Agreement within sixty (60) days of ratification. New employees are appointed to a bargaining unit class at the time of hire. The City shall also supply to the Union a complete copy of this Agreement including but not limited to all appendices on a computer compatible disc. The City shall also supply a copy of this Agreement to each Engine House and Division.

ARTICLE 4 – BULLETIN BOARDS

The City shall permit the reasonable use of all bulletin boards located in the respective Fire Houses, by the Union for the posting of notices concerning Union business and activities. However, if the Union wishes an additional bulletin board, it may, at its expense, install a bulletin board no larger than 18" x 24" in any Fire Station or Division for the posting of official Union notices.

ARTICLE 5 – DISCIPLINARY ACTION

No permanent employee shall be removed, dismissed, discharged, suspended, fined, reduced in rank, or warned, either in writing or orally, except for just cause. Investigations into allegations of matters which may result in disciplinary action will be initiated within ninety days (90) of when the Chief becomes specifically aware of the

exact nature of the alleged violation in written format. The Chief shall have six (6) months from the initiation of the investigation to bring charges. All meetings or hearings of a disciplinary nature shall be held while the employee is on duty unless the seriousness of the infraction is such that immediate action is necessary. Each such employee who is so disciplined, and the Union, shall receive written notice of said discipline no later than forty-eight (48) hours, excluding Saturdays, Sundays, and Holidays, after said discipline is so ordered. If any employee is so disciplined and in the judgment of such employee, this action is taken without just cause, the employee may, no later than fourteen (14) days after the date of such action, appeal in writing to the Board of Fire Commissioners to have the action rescinded and/or have the severity of the punishment reduced.

Within seven (7) days, exclusive of Saturdays, Sundays and Holidays, after receiving such appeal, said Board of Fire Commissioners shall arrange to and meet with the Union's Grievance Committee for the purpose of attempting to resolve this dispute. If such employee or the Union is dissatisfied with the result of such meeting the Union may, no later than twenty (20) days after receiving the decision resulting from such meeting submit such dispute to arbitration by the Connecticut State Board of Mediation and Arbitration, which Board shall hear the dispute and render a decision which shall be final and binding on all parties. Said Board of Mediation and Arbitration shall have the power to uphold the action of the City or to rescind or modify such action, and such power shall include, but shall not be limited to, the right to reinstate a suspended or discharged employee with full back pay. However, the Arbitrator shall not have the authority to add, amend, or modify the terms of the contract.

The Union shall at each step of the disciplinary procedure provide the City's Labor Relations Officer with written notification prior to the meeting scheduled for such disciplinary action by the Board of Fire Commissioners. Such notice shall contain a copy of the Union notice requesting such meeting.

The time limits specified herein may be extended by agreement of all parties.

ARTICLE 6 – ADJUSTMENT OF GRIEVANCE PROCEDURE

Section 1 - Should any employee or group of employees feel aggrieved concerning the employee's or their wages, hours or conditions of employment, which wages, hours and conditions are controlled by this Contract, or which are provided for in any statute, Charter provision, ordinance, rule or regulation which is not in conflict with this Contract, or concerning any condition or matter arising out of the employee-employer relationship, including any claims of discrimination and any matter or condition affecting the employee's or their health or safety, except transfers and/or assignments which are not in conflict with Section 2 of Article 8, adjustment shall be sought as follows:

- a) The Union shall submit such grievance in writing to the Chief of the Fire Department, setting forth the nature and particulars of the grievance within ninety (90) days of when the alleged violation occurred or when the grievant knew or reasonably should have known of the alleged violation. The parties recognize that potential violations of the various wage provisions of this agreement may not be immediately known to the grievant. Within five (5) days exclusive of Saturdays, Sundays and Holidays, after said Chief receives said grievance, he shall arrange to and shall meet with the representatives of the Union, for the purpose of adjusting or resolving such grievance.
- b) If such grievance is not resolved to the satisfaction of the Union by the Chief within five (5) days, exclusive of Saturdays, Sundays and Holidays, after such meeting, the Union may present such grievance in writing to the Board of Fire Commissioners. Within seven (7) days, exclusive of Saturdays, Sundays and Holidays, after said Fire Board receives such grievance, the Board shall arrange to and shall meet with the representatives of the Union for the purpose of adjusting or resolving such grievance.
- c) If such grievance is not resolved to the satisfaction of the Union by the Fire Board within five (5) days exclusive of Saturdays, Sundays and Holidays after such meeting, the Union may present such grievance in writing within fourteen (14) days to the Civil Service Commission. Within seven (7) days, exclusive of Saturdays, Sundays and Holidays, after said Civil Service Commission received such grievance, the Commission shall arrange to and shall meet with the representatives of the Union for the purpose of adjusting or resolving such grievance. This step (c) may be waived by agreement of all parties.

Appeals to the Civil Service Commission shall be limited to grievances concerning issues relating to job classifications, promotions and tests.

- d) If such grievance is not resolved to the satisfaction of the Union by the Civil Service Commission within five (5) days after such meeting, the Union may, within twenty (20) days thereafter, submit the dispute to arbitration by the Connecticut State Board of Mediation and Arbitration. Said Board shall hear and act on such dispute in accordance with its rules and render a decision which shall be final and binding on all parties.
- e) The time limits specified in the preceding sections of this Article may be extended by agreement of the parties.
- f) The Union shall at each step of the grievance procedure, provide the City's Labor Relations Officer with written notification prior to the hearing of the grievance, by the Fire Chief, the Board of Fire Commissioners, and/or the Civil Service Commission. Such notice shall contain a copy of the grievance.
- g) The fee of the arbitrator and the administrative expenses of the arbitration, if any, shall be shared equally by the parties; but other expenses shall be borne by the party incurring them, including payments to representatives, witnesses, etc.
- h) If either the City or the Union believe that the other party has violated any provision of the Contract and that such violation was deliberate or intentional, the aggrieved party may bypass any or all steps in the grievance procedure, hereinbefore established, and may submit a grievance directly to the Connecticut State Board of Mediation and Arbitration claiming that such violation was deliberate or intentional.

Said Board shall hear and act on such dispute and render a decision which shall be final and binding on all parties. If the Board determines that either party has deliberately or intentionally violated any provisions of this Contract, in addition to the powers granted to it by the previous provisions of this Article and by the Connecticut General Statutes, said Board is hereby authorized to award damages to the aggrieved party and impose penalties on such contract violator in an amount and in a manner which, in the Board's judgment will discourage further or future attempts to deliberately or intentionally violate any provision of this Contract. Such damage awards may include, but are not limited to, monetary payments and such penalties may include, but are not limited to, withdrawal of recognition of the employee organization and suspension of employee organization dues check-off. However, the Arbitrator shall not have the authority to add, amend, or modify the terms of the contract.

ARTICLE 7 – UNION BUSINESS LEAVE

Section 1 - The five (5) members of the Union Negotiation Committee shall be granted leave from duty with full pay for all meetings between the City and the Union for the purpose of negotiating the terms of a contract, when such meetings take place at a time when such members are scheduled to be on duty.

Section 2 - The three (3) members of the Union Grievance Committee shall be granted leave from duty with full pay for all meetings between the City and the Union for the purpose of processing grievances, when such meetings are scheduled to take place at a time during which such members are scheduled to be on duty. Only union members shall serve as members of the Union Grievance Committee.

Section 3 - Such officers and members of the Union as may be designated by the Union, shall be granted leave from duty with full pay for Union business, such as attending labor conventions and educational conferences, provided that the total leave for the purpose set forth in this section shall not exceed forty-five (45) days in even number years and thirty-five (35) days in odd numbered years which days are covered by overtime work in any contract year.

Section 4 - The President of the Local shall be granted time off from duty with pay for the purpose of the administration of the contract and other labor relations matter.

ARTICLE 8 – MANPOWER

Section 1 - The minimum number of people allowed on each engine company on each platoon shall be:

a)	Fire Fighters	Fire Officers	Pumper Engineer
Engine 1	Two	One	One
Engine 3	"	"	"
Engine 4	"	"	"
Engine 6	"	"	"
Engine 7	"	"	"
Engine 10	"	"	"
Engine 12	"	"	"
Engine 15	"	"	"
Engine 16	"	"	"

b) The minimum number of people allowed on each truck company on each platoon shall be:

	Fire Fighters	Officers
Truck 5	Three	One
Truck 6	"	"
Truck 10	"	"
Truck 11	"	"

- c) The minimum number of people allowed on Squad 5 shall be three (3) Fire Fighters, and one (1) Officer and one (1) Pumper Engineer.
- C2) Irrespective of its designation, the minimum number of people allowed on an apparatus, commonly known as a "Quint", shall be two Fire Fighters, one (1) Fire Officer and one (1) Pumper Engineer.
- d) There shall be one (1) Fire Captain to be assigned by the Fire Chief such duties as the Fire Chief finds necessary.
- e) There shall be one (1) Lieutenant assigned as Assistant Chief's Aide on each shift, to each of the Assistant Chief's on duty.
- f) It is understood and agreed that the assignment as an Aide to an Assistant Chief is made or terminated at the sole discretion of the Fire Chief.
- g) Nothing herein shall be construed so as to prevent the City from changing the number of companies after consultation with the Union. In the event that any new company is established the minimum staffing standards as above will control.
- h) There shall be one (1) Fire Captain and three (3) Fire Lieutenants assigned to the position of Safety Officer. There shall be one Safety Officer in the (A) Shift, one in the (B) shift, one in the (C) shift and one in the (D) shift. They are line personnel which count towards the minimum and maximum of staffing levels.

Section 2 - Employees may be temporarily reassigned in order to maintain the minimum staffing requirements.

Section 3 - In the event staffing should fall below the minimum staffing requirement after reassignment such shortage shall be filled by overtime in accordance with Article 11.

Section 4

- a) There shall be at least one regular officer on duty at all times in Engine House 3/4, Engine House 6, Engine House 7 and Engine House 10 and two (2) regular officers on duty at all times in the Fire Headquarters.
- b) After reassignment should the number of regular officers fall below that identified in Section 4 (a), the regular officer from the appropriate overtime roster shall be offered the opportunity to work overtime.
- c) For the purpose of this Section, acting officers shall not be considered regular officers, provided however, that provisional officers shall be considered as regular officers.

ARTICLE 9 – HOLIDAYS

Section 1 - Each employee who works on a legal holiday which the employee is regularly assigned to perform such work, or whose normal day off falls on a legal holiday, or who is on vacation, special leave or injury leave when a holiday occurs, or who is on sick leave on one of the employee's normal days off when a holiday occurs, shall receive a compensatory shift off for each such holiday.

The Chief shall determine, in his/her sole discretion, whether employees of a non-line division may work on a holiday. Each such employee who works on such holiday shall be considered to be an employee who worked on a legal holiday during which the employee is regularly assigned to perform such work. No employee who is on sick leave on a regularly assigned work shift when a holiday occurs shall be entitled to a compensatory shift off for such holiday, unless such employee is confined to a hospital.

Each employee who reports to duty on his regularly assigned work shift which falls on the day of a holiday, shall not be considered to be on sick leave on such day and shall not forfeit a compensatory shift off for such holiday or holiday pay in lieu thereof, unless the employee thereafter reports off duty on sick leave prior to 11:00 a.m. on such holiday when the employee is regularly assigned to work a shift tour of duty on such holiday, or prior to 9:00 p.m. on such holiday when the employee is regularly assigned to work a night tour of duty on such holiday.

Each employee shall have the option of electing to receive up to a maximum of twelve (12) shift of holiday pay in lieu of twelve (12) compensatory shifts off, provided however, that such maximum number of shifts of holiday pay in such contract year or any contract year thereafter shall be increased by the number of additional legal holidays established in accordance with Section 4 of this Article in excess of the legal holidays named in said Section 4. For Line Personnel, each shift of holiday pay which an employee elects to receive in lieu of compensatory shifts off shall be computed by multiplying the employee's regular hourly rate by twelve (12) hours. For non-Line Personnel each shift of such holiday pay shall be computed by multiplying the employee's regular rate by seven and one-half (7.5) hours.

Each employee who wishes to receive holiday pay in lieu of compensatory shifts off shall notify the Clerk of the Board of Fire Commissioners, in writing, prior to February 15th of each contract year, of the number of shifts of holiday pay, up to the maximum number hereinbefore provided, which the employee has elected to receive for that contract year. On or before the third pay day in March of each contract year, the City shall pay to each employee the holiday pay which the employee has so elected to receive for that contract year.

If an employee has to the employee's credit unused compensatory shifts off at the time of the employee's retirement or death, the employee or the employee's widow(er), as the case may be, shall receive at the time of such retirement or death, holiday pay for each such unused compensatory shift off. If such employee shall die and is not survived by a widow(er), such holiday pay shall be paid to the beneficiary designated by the employee's under the terms of the employee's Life Insurance Policy provided for under Section 17.2, of Article 17.

Section 2 - The granting of compensatory days off shall be administered by the Officer-in Charge of each Engine House on each platoon in such a manner so that every employee shall have an equal opportunity to receive the compensatory days off of the employee's choice, subject to the limitations hereafter set forth.

Section 3 - One (1) employee may be off duty on a vacation or compensatory day on every shift on each platoon in each of the following engine houses: #12, 15, and 16; two employees may be off duty on a vacation or compensatory day off on every shift on each platoon in each of the following engine houses: 3-4, 6, 10, 7-11, and two of the four employees in the East Side/West Side Assistant Chief's offices; and four (4) employees may be off duty on a vacation or compensatory day on every shift on each platoon in Fire Headquarters.

- a) No combination of vacations nor any combination of vacations and/or compensatory shifts off will be allowed in which such vacations and/or compensatory shifts off, exclusive of all other causes, increases the number of employees scheduled off duty on a vacation or compensatory day in excess of seventeen (17) per platoon or a minimum of one (1) per company, whichever is greater.
- b) Compensatory shifts off may be taken in advance of the date on which they are earned. If any employee has received advance compensatory shifts off which the employee has not earned at the time of the employee's separation from the Fire Department, an amount equal to the employee's regular hourly rate, multiplied by twelve (12) hours for line personnel and seven and one half hours (7.5) hours for non-line personnel, each such compensatory day off shall be deducted from the employee's last weeks salary.
- c) The Officer-in Charge of each Engine House on each platoon shall make every effort, and the employees under the Officer's command shall cooperate to make sure that all compensatory shifts off are taken during the contract year in which such shifts off are earned or submitted for pay.

Section 4 - For purposes of this Article, the following days shall be considered as legal holidays: New Year's Day, Martin Luther King's Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Friday following Thanksgiving and Christmas Day.

For the purposes of Section 1 and this Section of Article 9 as these provisions apply to employees who regularly perform fire fighting duties, New Year's Day shall be considered as occurring on January 1; Martin Luther King's Day on the third Monday of January; Presidents Day on the third Monday of February; Good Friday the Friday before Easter; Memorial Day on the last Monday of May; Independence Day on July 4th; Labor Day on the first Monday of September, Columbus Day on the second Monday of October; Veteran's Day on November 11th; Thanksgiving Day on the fourth Thursday of November; the day following Thanksgiving Day, and Christmas Day on December 25th.

For the purposes of said Section 1 and 4 of this Article as it applies to employees who do not regularly perform fire fighting duties, each holiday named in Section 4 shall be considered as occurring on the date on which such holiday is celebrated as a legal holiday for the purposes of this Article by the City of Bridgeport.

In the event that any other City employees are granted a holiday with pay, in addition to those holidays named in this Section, and/or in the event that any other City employees are granted a shift off with pay because of its proximity to any holidays named in this Section, such additional holiday or shift off with pay shall be considered a legal holiday for the purposes of this Article.

Section 5 - Ancillary personnel shall be allowed to take one-half shift off, provided they have compensatory shifts to their credit and further provided that such leave has been approved by the division head. Such request shall not be unreasonably denied.

Section 6 - Should an employee transfer from the line to an ancillary position, and should that employee have used compensatory shifts off in advance of being earned, the employee shall not be paid for an equal number of holidays at the rate of pay in the new position during the week of the next regularly scheduled holiday(s).

Section 7 - For the purpose of accruing and using paid time off, a "Shift" shall be considered either a ten (10) or fourteen (14) hours shift.

ARTICLE 10 – WORK WEEK

Section 1 - Effective as soon as practicable upon ratification by the membership and City Council, the regular work week for all employees who perform fire Fighting duties will be changed from the current work schedule of three (3) tours of days of ten (10) hours each, followed by three (3) days off, followed by three (3) tours of night of fourteen (14) hours each, followed by three (3) days off, followed by three (3) tours of day and so on.

Effective May 10, 2014, the regular work week for all employees who perform fire fighting duties shall be an average of no more than forty-two (42) hours computed over a period of one (1) year, based upon the schedule of one (1) ten (10) hour day shift immediately followed by one (1) fourteen (14) hour night shift followed by seventy-two (72) hours off.

Section 2 - The work week of employees in the Line Gang and the Machine Shop shall be thirty-seven-and-one-half (37-1/2) hours per week, based on a five (5) day, Monday through Friday, seven-and-one-half (7-1/2) hour per day schedule.

Effective September 17, 2007 all non-line personnel who are required to perform stand-by duties shall receive Forty five (\$45) dollars per day for each such day on which the employee is required to perform such duties. Effective July 1, 1997, for an employee who is a Deputy Chief and is required to perform stand-by duties, the employee shall be paid in addition to the employee's regular pay, Sixty (\$60) dollars for each day of such stand-by duty. Such Deputy Chief shall not earn over-time pay for any work performed concurrently with the employee's stand-by duty.

Section 3 - The time for work to commence and finish on each day for all employees not covered by Sections 1 and 2 of this Article shall be the same as that for City Hall Employees.

Section 4 - When, during the twenty-four (24) hour period beginning at eight A.M. (8:00) of any Saturday, Sunday or Holiday, an employee who is performing stand-by duties is required to perform work other than stand-by shall, in the first instance between the hours of eight (8:00) A.M. and seven fifty-nine (7:59) P.M. of that day and in the second instance between eight (8:00) P.M. and seven fifty-nine (7:59) A.M. of the following day shall receive a minimum of four (4) hours overtime pay at one-and-one-half (1-1/2) time the employee's regular hourly rate of pay and a minimum of one hour of overtime pay for each succeeding call back in that same twelve (12) hour period.

Section 5 - Any employee who is required to perform such stand-by duties shall have the option of using the Fire Department Vehicle for transportation and leaving such vehicle at the nearest City Fire Station to said employees home while on such stand-by duty.

Section 6 - Any employee who is required to perform stand-by duty on a holiday will receive half (1/2) a compensatory day off for each holiday such employee performs such stand-by duty. For said half or full compensatory day(s) the employee has the option of taking the half or full day(s) off (no pay option) within thirteen months of the date such day(s) was earned or being paid for the half or full day(s) in the next pay cycle following the request. The request shall be submitted on a 2326 form.

ARTICLE 10 (A)– WORK WEEK

For the purpose of determining eligibility for overtime “tour” shall be considered a ten (10) hour shift immediately followed by a fourteen (14) hour shift.

Either party may revert back to the Work Schedule in effect on January 1, 2014 provided;

1. The twenty-four (24) hour work scheduled has been in effect for two (2) year period;
2. The party wishing to revert back has notified the other party no later than the last day of the third month following the end of the two (2) year implementation date that the party is considering exercising its option to revert back to the former work schedule. If either party gives such notification, the parties shall promptly meet and attempt to resolve any issues related to the twenty-four (24) hours schedule;

3. The party wishing to revert back to the former schedule has notified the other party no later than the last day of the sixth month following the two year implementation date that it is definitely exercising its option to revert to the former work schedule; and
4. The reason(s) for reverting back to the former schedule cannot be arbitrary or capricious.

The parties agree to submit the issue of whether the reason(s) for the party exercising its right to revert is arbitrary or capricious to expedited arbitration for resolution. The twenty-four (24) hour work schedule shall remain in effect until the arbitrator has ruled on the matter. The parties agree to a modified expedited arbitration process the terms of which will be determined through discussion of the parties.

The parties further agree to meet and discuss the work schedules in non-line divisions of the bargaining unit.

The parties agree to attach as an Addendum the changes to the collective bargaining agreement as a result of a change in the work schedule to a twenty-four (24) hour on seventy-two (72) hour off.

The parties agree that the changes in the work schedule are not intended to increase or decrease the level of benefits for vacation, holiday, sick, comp days, jury duty, or Union business leave. It is further understood by both parties that the present contract will be amended and that all wording changes will be reviewed and changed to reflect the changes needed to transition to the twenty-four (24) hour schedule.

ARTICLE 11 – OVERTIME

Section 1 - Intent. The City of Bridgeport and the Union agree to establish an overtime assignment system which shall be followed whenever overtime assignment(s) are required for on duty positions performing fire fighting duties. It is the intent of the City of Bridgeport and the Union to use Article 11 and the RULES and PROCEDURES FOR OVERTIME HIRING (Appendix A) to distribute overtime to all members of all ranks of the Bridgeport Fire Department in as fair and equitable manner as possible.

The City and the Union agree that the overtime pay rate effective April 4, 2011 through June 30, 2011 shall be straight time for all hours worked on an overtime basis in accordance with the attached memorandum.

Employees in the ancillary and training divisions will be permitted to work overtime on the line in accordance with the attached memorandum.

Section 2 - Definition. Line Personnel: City of Bridgeport employees who are assigned to fire fighting duties on platoon A, B, C, and D, (i.e. Assistant Chief, Captain, Lieutenant, Pumper Engineer and Fire Fighter).

Section 3 - Pay Rate. Any employee with at least two hundred seventy (270) days active service from his/her date of hire, who regularly performs fire fighting duties ("Line Personnel"), works in excess of the employee's regularly assigned work week or work schedule, as provided for in Article 10, and in addition to all other benefits which the employee may be entitled, the employee shall be paid for such overtime at one-and-one-half (1-1/2) times-the hourly rate which the employee receives for the employee's regular assigned duties.

The regular rate of pay for each pay grade within each classification shall be computed and attached to this agreement. Such appendix shall list the pay grade, yearly base pay, weekly rate, regular hourly rate and overtime rate.

Full Shift: Each employee who works a ten (10) hour day tour or a majority portion thereof or a fourteen (14) hour night tour or a majority portion thereof as overtime duty, shall be paid for such overtime work at the rate of one-and-one-half (1-1/2) times the employee's regular hourly rate multiplied by twelve (12) hours.

Partial Shift: Each employee who works less than a major portion of a ten (10) hour day tour of overtime duty or less than a major portion of a fourteen (14) hour night tour of overtime duty, or if the employee's regular work day

or tour-of-duty is less than ten (10) hours, or if the employee regularly performs Fire Alarm Supervisor duties the employee shall be paid for such overtime work at one-and-one-half (1-1/2) times the employee's regular hourly rate multiplied by the actual number of hours the employee works.

Minimum Hours: Notwithstanding any provision herein to the contrary, any employee who is called back to duty to work overtime that is not coterminous with the employee's regular work week shift shall receive overtime pay of a minimum of four (4) hours.

Section 4 - Overview. The current minimum working staff level on duty citywide on each platoon shall be at least sixty-two (62) employees in accordance with Article 8. In the event that overtime is required on platoon A, B, C, or D, it shall be worked only by Line Personnel and distributed on a citywide basis in the manner set forth herein. Distribution and assignment of available personnel shall be in accordance with Article 8, and shall be administered each day by the Assistant Chiefs on duty for the following day/night shift.

The City agrees that it will not take a company off-duty for the purpose of lowering the current daily platoon minimum of sixty-two (62) employees for the purposes of avoiding overtime.

Section 5 - Rules and Procedures For Overtime Hiring. The City and the Union established the Rules and Procedures for Overtime Hiring (Appendix A) for the hiring of personnel on an overtime basis. From time to time during the term of this agreement, the Rules and Procedures for Overtime Hiring may be amended by approval of the City and the Union to correct any procedural defect(s) in said Rules and Procedures for Overtime Hiring. Said Rules and Procedures for Overtime Hiring shall be approved by both the City and the Union in writing and signed by both the Mayor, or his designee, and the Union President. Any Rules and Procedures for Overtime Hiring instituted or changed shall be distributed by the Chief to each employee in the bargaining unit within fourteen (14) days, in a payroll distribution.

Section 6 - Acting. For the purposes of overtime worked under this Article, any employee, when serving in an acting capacity in a higher rank or classification while working overtime, shall be considered as holding such rank or classification and shall receive compensation in accordance with such rank or classification for all such overtime hours worked.

* Nothing herein shall be construed as a waiver of the City's rights under Article 8, Section 1g.

ARTICLE 12 – VACATIONS

Section 1 - Officers in charge of all companies and divisions shall prepare and submit vacation schedules to the Fire Chief on or by a date determined by said Fire Chief.

Section 2 - The vacation period shall be from April 1 of each calendar year through March 31 of the following calendar year, except that no employee may be on vacation on the following Shift: Christmas Eve Night, Christmas Day or Night, or New Years Eve Night, except ancillary personnel and then on a rotating basis. If any employee wants Christmas Eve Night, Christmas Day or Night and New Years Eve Night, a comp shift must be used.

Section 3 - The following shall be used as a guide to Officers preparing vacation schedules:

- a) Each vacation week shall commence on a Sunday and terminate on Sunday.
- b) Rank (Assistant Chief to Captain to Lieutenant to Pumper Engineer to Fire Fighter) then seniority as outlined in Article 18 shall be the basis for determining preference of vacation weeks. Provided however that no provisional employee shall be considered senior to any employee permanently assigned to a particular classification.
- c) No employee, regardless of rank or seniority, shall choose more than one (1) vacation week until all of the employees of the company or division on the same platoon, shall have chosen one (1) vacation week. No employees, regardless of rank or seniority, shall choose more than two (2) vacation weeks until all of the

employees of the company or division on the same platoon, shall have chosen two (2) vacation weeks, and so on.

1. Whenever an employee wishes to postpone one or two full week(s) of the employee's vacation entitlement or any portion thereof, as provided for in Section 3(j) of this Article, from one vacation year to the next following vacation year the employee may do so by notifying the Chief of the employee's intention to do so.

In the next succeeding vacation year following that notification the employee will select all of the employee's regular vacation entitlement in the manner prescribed by this Article. When all employees in the employee's assigned fire station and that are on the employee's assigned shift have completed all of their vacation entitlement selection then that employee will make the employee's selection of vacation entitlement that the employee had elected to carry over.

Any vacation carried forward pursuant to this subsection shall be compensated for, if paid and not taken, at the rate in effect on March 31st of the vacation year in which the original entitlement arose.

2. Notwithstanding the provisions of paragraph (a) of this Section to the contrary, each employee may split all of the employee's vacation weeks or days in any manner that the employee wishes, provided that the week(s) of the vacation that are split by an employee who regularly performs fire fighting or Fire Alarm Supervisor duties, shall total four (4) working days per week. Any such week of vacation which is split by any other employee shall total five (5) working days per week. If there is a conflict under the applicable provisions of (d), (e), (f), (g) or (h) of this Section, a request for a full calendar week of vacation, regardless of rank or seniority, shall prevail over a request for a split vacation, or for any vacation of less than a full calendar week. Employees who split their vacation week or weeks into individual days shall not be required to commence such vacation days on a Sunday. Ancillary personnel shall be allowed to take one-half (1/2) vacation days off, provided that such leave has been approved by the division head. Such approval shall not be unreasonably denied.

- d) No combination of vacations nor any combination of vacations and/or compensatory days off will be allowed in which such vacations and/or compensatory days off, exclusive of all other causes, increases the number of employees scheduled off duty on a vacation or compensatory day in excess of seventeen (17) per platoon or a minimum of one (1) per company, whichever is greater.
- e) When there are two companies in one Engine House: Engine 3 and Engine 4; Engine 6 and Truck 6; Engine 7 and Truck 11; Engine 10 and Truck 10, and the East Side/West Side Assistant Chief's offices; they shall be on each platoon, combined into one (1) roster, and vacations shall be chosen on the basis of rank and seniority. However, two (2) employees shall be allowed on vacation simultaneously in each of the aforementioned Engine Houses on each platoon, provided that one (1) Officer in each Engine House on each platoon shall be on duty at all times. The one (1) Officer position shall be filled in accordance with Article 11 and its Rules and Procedures.
- f) Should the functions of the maintenance shop remain in the bargaining unit, and the number of active mechanics exceed five (5) then two (2) employees shall be allowed to schedule simultaneous vacations.
- g) The four (4) companies located at Fire Headquarters shall follow the provision of subsection (e) of this Section (3) of this Article 12, provided that two (2) Officers on each platoon shall be on duty at all times, and except that four (4) employees shall be allowed to be on vacation simultaneously on each platoon.
- h) The following combinations shall not be on vacation simultaneously from the same company and platoon:
 - 1) Pumper Engineers and Relief Engineers
 - 2) Driver and Relief Driver
- i) Any employee may change all or part of the employee's vacation at any time provided that such newly selected vacation is not in conflict with other vacations previously selected, or with compensatory days off previously selected, and provided that such employee notifies, in writing, the Officer on duty in the employee's Engine House or Division not less than one (1) day prior to the date when the such newly or

previously selected vacation is to start, whichever comes first, giving both the original dates and the new inclusive dates.

j) The Fire Chief shall review vacation schedules; consequently no schedule shall be in effect until a copy, approved by the Fire Chief, is returned to the company or division.

k) For employees hired prior to January 1, 2011 vacation shall be earned as follows:

Years of Service	Earned Vacation
One year or less	1 day/month to 1 week
One to Five Years	Two Weeks
Five to Ten Years	Three Weeks
Ten to Fifteen Years	Four Weeks
Fifteen to Twenty Years	Four Weeks and Three Days
Twenty or more Years	Five Weeks and Three Days

l) For employees hired after January 1, 2011 vacation shall be earned as follows:

Years of Service	Earned Vacation
One year or less	1 day/month to 1 week
One to Five Years	Two weeks
Five to Ten Years	Three weeks
Ten Years	Four weeks

Section 4 - An employee who requests advance vacation pay will forfeit such advance pay when a previously approved vacation period for which the advance pay has been requested is changed.

Section 5 - All Officers concerned shall forward with the vacation schedules an estimate of the number of employees who will request advance vacation pay.

Section 6 - In the event that any employee is entitled to vacation leave with pay at the time of the employee's retirement or death, the employee or the employee's widow(er) as the case may be, shall receive one (1) weeks' vacation pay for each week of such unused vacation leave. Any unused vacation days shall be paid at the employee's hourly wage at the time of the employee's separation from the department. For the purpose of this section of this Article only, unused vacation days of employees who regularly perform fire fighting duties shall be considered as ten-and-one-half (10-1/2) hour days. For employees who do not regularly perform fire fighting duties, unused vacation days shall be considered as seven-and-one-half (7-1/2) hour days. If the employee is not survived by a widow(er), the payment for such unused vacation, otherwise due the employee's widow(er), shall be made to the beneficiary designated by him/her under the terms of the Life Insurance policy provided for under Section 17.2 of Article 17.

Section 7 - If, during any contract year an employee because of sick leave or injury leave, is required to cancel all or part of the employee's previously selected vacation leave, and if the employee is unable, because of the limitations provided for in Section 3 of this Article, to reschedule such vacation leave during the remainder of the contract year, such canceled vacation leave may be taken by him/her during the following year, subject to the limitations of said Section 3(c).

Section 8 - Line personnel working Administrative positions shall receive one extra day vacation (going from a 4 day vacation to a 5 day vacation) for each week, or portions there of unused vacation weeks remaining.

ARTICLE 13 – INJURY LEAVE

Section 1 - The City shall pay the hospital, medical, and drug expenses for each employee who is injured or disabled in the performance of duty, provided that the employee reports such injury or disability to the employee's superior officer as soon as the employee becomes aware that such injury or disability was suffered in the line of duty, but in

no event shall the employee report the injury later than one (1) year from the date of injury or disability, and further provided that the employee establishes through proper evidence and/or witnesses that such injury or disability was suffered in the performance of the employee's duty. Upon receiving a report that an employee has been injured or disabled in the performance of duty, the superior officer shall make the appropriate entry in the company records and an appropriate report of the same to the Clerk of the Department on Form 2326.

Section 2 - If an employee on Injury Leave has a modified or restricted work capacity, the City may, in its discretion, request the employee return to a modified duty position. Such discretion shall not be exercised in an arbitrary or capricious manner. Such work shall be within the restrictions outlined by the testing medical provider. The City reserves the right to limit the available number of modified duty positions. These positions are intended to be temporary in nature, generally no longer than three (3) months, and are designed to return the employee back to the employee's regular work. After three (3) months of continuous modified duty, the Union or the employee may request a meeting with the City to review the employee's status.

Section 3 - Each employee injured or disabled as provided under this Article must choose from the list of approved health care providers for the City of Bridgeport Worker's Compensation Managed Care Plan, as may be modified from time to time by the plan administrator, and be approved by the Worker's Compensation Commissioner.

ARTICLE 14 – SPECIAL LEAVE

Each employee shall be granted special leaves, with pay for any day or days on which the employee is able to secure another employee to work in the employee's place, provided.

- a) Such substitution does not impose any additional costs to the City.
- b) Such substitution is within classification only and on a citywide basis.
- c) The Officer-in-Charge of one of the platoons in the Engine House is requested in writing on the appropriate form, not less than one (1) day prior to its becoming effective. Except in cases of an emergency, a request may be made by telephone. Requests for special leave in excess of three (3) consecutive working days shall be made to the Assistant Chief in charge of the platoon.
- d) The Assistant Chief in charge of the platoon on which the substitution is to take place is notified of the substitution as soon as practicable by the Officer-in-Charge of the Engine House on the same platoon.
- e) Neither the Department nor the City is held responsible for enforcing any agreements made between the employees.
- f) Special leave shall be granted citywide.

ARTICLE 14A – MATERNITY LEAVE

Section 1 - Any employee covered by this agreement shall be entitled to take unpaid maternity leave for a period not to exceed six (6) months, commencing no later than the day of birth. An employee who becomes pregnant shall furnish the City with a statement from the employee's physician stating the approximate date of delivery. Any request for maternity leave shall be in writing to the Fire Chief and the Civil Service Commission, with copy of the physician's statement, stating the dates that such maternity leave is to commence and terminate.

Section 2 - Any employee taking a maternity leave under these maternity leave provisions shall be eligible, during the period of disability resulting from pregnancy, to receive paid maternity leave benefits for a period of up to six (6) calendar weeks following birth.

Section 3 - Any employee receiving maternity leave pursuant to these maternity leave provisions, is entitled to paid or unpaid maternity leave benefits in excess of the above limits, before or after the day of birth, provided such employee's physician certifies to the City that an extension of maternity leave is necessary for reasons of the

employee's health. The City may, in the event of a request for extended benefits, require an additional opinion from a doctor designated by the City.

ARTICLE 14B – FAMILY LEAVE

Section 1 - Each regular employee shall be entitled to a maximum of eight (8) weeks of family leave of absence without pay within any two (2) year period upon the birth or adoption of a child of such employee, or upon the serious illness of a child, spouse or parent of such employee; and during such leave of absence shall not be replaced on a permanent basis. Upon the expiration of such leave, the employee shall be entitled to return to the employee's original job from which the leave of absence was provided and to all accumulated seniority, retirement, fringe benefits and other service credits the employee had at the commencement of such leave. Such service credits shall not accrue during the leave of absence.

Section 2 - Any regular employee who requests a family leave of absence due to the serious illness of a child, spouse or parent pursuant to Section 1 of this Article shall be required by the Fire Chief, prior to the inception of such leave, to provide sufficient written certification from the physicians of such employee, child, spouse or parent of the nature of such illness and it's probable duration. For the purpose of this section "serious illness" means an illness, injury, impairment or physical or mental condition that involves (1), inpatient care in a hospital, hospice or residential care facility or (2), continuing treatment or continuing supervision by a health care provider.

Section 3 - Any regular employee who requests a family leave of absence pursuant to Section 1 of this Article shall submit to the Fire Chief, prior to the inception of such leave, a signed statement of the employee's intent to return to the employee's position in City service upon the termination of such leave.

Section 4 - In addition to benefits provided in this agreement, nothing contained herein shall abridge any rights granted by either the Federal or state Family Medical Leave Acts or other applicable statutes.

Section 5 – The City policy regarding Family Medical Leave is attached as Appendix E. Such policy may be changed from time to time to conform to changes in federal law.

ARTICLE 14C – SICK LEAVE

The Bridgeport Fire Department Absence Control Policy is attached as Appendix B.

ARTICLE 15 – FUNERAL LEAVE

Each employee shall be granted leave with pay in the event of death in the employee's immediate family. Such leave shall start on the day of death and continue through and include the day of burial (consisting of one (1) day shift and one (1) night shift), except that in no event shall such leave be less than three (3) calendar days commencing with the day of death. For the purpose of this Article, the term "immediate family" shall mean and include the following: spouse, parents, step-parents, foster-parents, substitute-parents, mother-in-law, father-in-law, brother, sister, child, grandparents, spouse's grandparents, grandchildren, son-in-law, daughter-in-law, stepbrother, and stepsister.

In addition each employee shall be granted leave with pay of one (1) calendar day (consisting of one (1) day shift and one (1) night shift) to attend the funeral or wake of his brother-in-law, sister-in-law, aunt, uncle, niece or nephew.

Each employee shall be granted four (4) personal shifts each contract year for the purpose of attending to personal business, provided however, that said employee must have attained employee status prior to the start of the contract year. There will be no restrictions applied to the use of these days. Personal leave may be used to extend funeral leave. All unused personal time shall be paid in accordance with Article 9, Section 1, Paragraph 5.

ARTICLE 16 – UNIFORM ALLOWANCE

Section 1

- a) Upon appointment each new employee who is appointed to the Fire Department shall receive an initial uniform allotment of Five-Hundred (\$500) dollars to be paid at the time of appointment. Effective October 1, 2003, each employee of the Fire Department shall receive a uniform allowance of eight-hundred and fifty (\$850.00) dollars.
- b) In addition, each employee who is assigned to a position, the regular duties of which require that the employee wear a dress uniform instead of a work uniform, shall receive a uniform allowance of eight-hundred and twenty-five (\$825) dollars to be paid in each Contract year on the first pay day in October. Effective October 1, 2003 the amount shall be increased to nine-hundred and twenty-five (\$925.00) dollars.

Section 2 - The City shall provide each employee with his own protective clothing of good quality and condition. Such clothing shall consist of helmet, bunker pants with leather boots, Nomex hood, safety eye protection, hearing protection, turnout coat, and two (2) pair of gloves. Upon initial appointment, the City shall provide each employee with two (2) department approved patches. The City shall also provide at its expense work clothes for the members of the maintenance division who are members of the bargaining unit.

Section 3 - Employees of the Bridgeport Fire Department shall not be required to wear the employee's uniform to or from work. However, once each year, the Department shall conduct a Class "A" uniform inspection.

Section 5 -The wearing of shorts, baseball caps and polo shirts year round is permitted as part of the regular uniform. The Chief retains the right to determine when dress uniforms are required.

Section 4 –Uniform Allowance will not be given to members for fiscal year 2013- 2014. This is a onetime only concession.

ARTICLE 17 – HEALTH BENEFITS

17.1 The City shall provide and pay for health benefits for all employees and their enrolled dependents as described below:

A) Medical Benefits in accordance with the City of Bridgeport/Bridgeport Board of Education Medical Plan (including "Section V- Schedule of Benefits, Revision 1/1/07), a copy of which is annexed to the originals of this contract and is on file with the City and the Union (the "Medical Plan"). (Appendix C.1)

There shall be a twenty (\$20) deductible per office visit as set forth in the attached Schedule of Benefits effective October 1, 2007.

B) Drug Prescription family plan with an annual maximum of \$1,000 per enrolled member per plan year. For additional prescription drug charges, 80% will be paid under the plan and 20% will be paid by the employee without annual maximum. The co-payment by the employee shall be five dollars (\$5.00) for generic drugs; ten dollars (\$10.00) for drugs on the list of preferred drugs maintained by the City's pharmacy manager; and twenty five (\$25.00) for all other drugs. Prescriptions shall be limited to a thirty (30) day supply at retail and a ninety (90) day supply by mail. For refills beyond the third, the co-payments and employee payment provided above shall double at retail. The "Drug Prescription Plan" shall be incorporated by reference to this agreement and attached as Appendix C.1.

C) The twenty-five dollar (\$25.00) deductible "CIGNA Dental Plan", or its equivalent, excluding orthodontia, in accordance with the City of Bridgeport Dental Plan ("Plan 25") which shall be incorporated by reference to this agreement and attached as Appendix C.2.

D) The "Vision Service Plan", or its equivalent, in accordance with Vision Care Benefits for the City of Bridgeport Vision Plan which shall be incorporated by reference to this agreement and attached as Appendix C.3.

E) The City may offer a plan option that enables employees to receive improved benefits and administration through a network of participating providers.

17.2 The City shall provide and pay for the cost of a Group Life Insurance Policy that shall be rounded to the nearest one thousand dollars (\$1,000) which shall be equal to the highest top grade of Fire Fighter's wages listed during the last year of this agreement.

17.3 Whenever an employee covered by this agreement is suspended, the premium on all insurance policies shall be paid throughout the period of suspension, all health benefits provided under Section 17.1 and insurance provided under Section 17.2. Whenever an employee covered by this agreement is terminated, such benefits and insurance shall be provided throughout the period of termination by the City of Bridgeport, provided that the employee has appealed or grieved the termination within the time limits set forth in the disciplinary and/or grievance procedure of this agreement, and for that period of time until a final decision on such grievance has been rendered by the arbitrator(s). Any termination that is sustained by the appeal or grievance process shall result in the employee incurring a debt, promptly due, for the Premium and insurance premiums paid during such period of termination. For the purposes of this Section (and wherever applicable elsewhere in this Article), "Premium Cost" shall be defined as either the actual premium cost paid for such coverage or if the City does not pay an actual premium cost, then the pseudo premium cost as developed by an independent third party administrator for purposes of establishing premiums pursuant to the Consolidated Omnibus Budget Reconciliation Act ("COBRA"). Such pseudo premium cost shall not include the two percent (2%) administrative fee permitted under COBRA.

17.4 The City shall be permitted to substitute insurance arrangements from any source for the Plans provided for in Section 17.1. Such substitutions shall be permitted if the substituted coverage offers benefits and methods of administration, processing and payment of claims at least equal to those specifically provided for in Sections 17.1. Before the City may substitute, it must negotiate the substitution with the Union. If the union does not agree to the substitution, the City must claim the matter for arbitration in accordance with the single member panel rules for the American Arbitration Association. The Arbitrator will order the substitution, if after weighing the total benefits and methods of administration, processing and payment of claims offered by the City's proposal against the total benefits and methods of administration, processing and payment of claims offered by the plans specified in Section 17.1, the arbitrator finds that the average bargaining unit member will, on an overall basis, benefit at least as well under the proposed substituted coverage. Nothing herein shall require the City to propose total substitutions for the coverage provided in Section 17.1 of this Article and substitution may be proposed for any one or more of the specified coverages.

17.5 The City shall provide a payment in lieu of health benefits provided under Section 17.1 for employees that waive such coverage in the amounts of:

Effective 7/1/09	five hundred (\$500) dollars per year,
Effective 4/4/11	two thousand (\$2,000) dollars per year

Said payment shall be paid twice a year in equal portions during the months of July and December.

17.6 The parties shall continue to work through the Labor-Management Cooperative Committee on health care, which may modify but not substantially change the health coverage as provided herein.

17.7 Each active employee and each employee who retires on or after ratification of this Agreement shall contribute toward the Premium Cost for the medical coverage including prescription, (not including life, vision, or dental coverage) by a monthly payment that shall be deducted on a weekly basis in accordance with the following schedule (Contributions from retirees shall be paid monthly):

Employee Only 12% of the COBRA Rate;

Employee Plus One 12% of the COBRA Rate;

Employee Plus Family 12% of the COBRA Rate;

Effective April 1, 2011

Employee Only 25% of the COBRA Rate;

Employee Plus One 25% of the COBRA Rate;

Employee Plus Family 25% of the COBRA Rate;

The twenty-five percent (25%) PCS cap for members who are active full time employees on the date of the ratification of this contract is guaranteed to remain intact during the individuals employee's employment period.

17.7a Regardless of starting date, any new firefighter hired after January 1, 2011 shall pay a health care premium cost share (PCS) for their medical insurance, including prescription coverage (not to include dental, vision, and life coverage) which shall be payroll deducted weekly according to the following schedule:

January 1, 2011	25%
January 1, 2012	26%
January 1, 2013	27%
PCS shall increase by 1% per year on January 1 st of each year, until a cap of 50% is reached.	

Said premium contribution shall be the above named amount regardless of the coverage category of employee only, employee plus one, or employee plus family.

17.8 The City has implemented and shall maintain a cafeteria plan pursuant to Section 125 of the Internal Revenue Code for all active employees so as to facilitate deduction of the amounts contributed for insurance from the gross income of the employee for tax purposes.

17.9

- a) Retirees prior to the execution date of this agreement and their surviving spouses, if any, will receive benefits for health care as defined in the plans in existence under the contract which governed their retirement and make contributions to coverage, if any, in accordance with such contract. Nothing herein shall prohibit the City from modification of such coverage by agreement with the individual retiree.
- b) For employees who retire on or after August 9, 2000 and prior to June 30, 2001, and their surviving spouses, if any, the City will provide and pay for benefits under their Medical Plan or Medicare part B and the supplemental plan to Medicare Part B offering benefits equal to Medical Plan. Such retirees, and their surviving spouses, if any, shall make the employee contribution to coverage in effect at the time of their retirement. Coverage for surviving spouse shall terminate upon remarriage. Benefits and contributions shall be set forth or as said benefits and contributions may be changed by agreement of the City and the retirees.
- c) For employees who retire on or after June 30, 2001, and their surviving spouses, if any, the City shall provide and pay for the same medical care benefits as provided for the active employees as the same may, from time to time, be modified under future collective bargaining agreement or, if appropriate due to age, Medicare Part B and Medicare Supplemental Plan to the extent required. In addition, retirees and their surviving spouses shall also receive the same prescription drug coverage as active employees. The retiree contribution to the coverage provided herein, including all co-pays, shall be fixed at the dollar amount equivalent to the premium cost share percentage or co-pay being paid by the member at the time of retirement. In the event the retiree changes his/her level of coverage (i.e. family plan to two person or single) following retirement the

retiree's contribution to coverage shall be fixed at the dollar amount equivalent to the premium cost share of the new coverage level at the time of retirement.

- d) If any employee who retires on or after June 30, 1999 shall have available a health care plan through subsequent employment of the retiree or through the retiree's spouse, such retiree shall apply for, and if eligible for primary coverage under such plan, obtain such coverage, provided such coverage shall not exceed in premium cost and/or contribution for the retiree the cost which the retiree would have paid to the City for a health care plan except as provided below. The retiree shall not take advantage of any buy-out program in such alternative plan. The retiree and the retiree's spouse shall remain in the City's plan even if other coverage is obtained but the City's coverage shall be secondary so long as such other coverage is available. In the event that the retiree's premium cost and/or contribution for such alternative plan would be more than the retiree's payment for the City's plan, and the City shall not have exercised an option to reimburse the retiree, or surviving spouse for such additional cost, the health care plan provided by the City of Bridgeport shall become primary for the retiree and the retiree's spouse.
- e) Any employee hired after January 1, 2014, will not be eligible to receive post-employment medical benefits unless the employee has been approved by CMERS for service Connecticut disability retirement. An employee hired after January 1, 2014 who is approved by CMERS for a service connected disability retirement will be eligible to receive post-employment medical benefits in accordance with the terms of Section 17.9 of this collective bargaining agreement. In the event of line of duty death, the employee's surviving spouse for life and eligible dependents until age 26 shall be entitled to receive post-employment medical benefits in accordance with what active employees receive and that may, from time to time, be changed in accordance with the active collective bargaining agreement.
- f) All employees hired on or before January 1, 2014 shall be entitled to post-employment medical benefits in accordance with the current contract regardless of the date on which they retire. Except as otherwise provided, for all current employees, their surviving spouses and any eligible dependents, if any, the City shall provide and pay for the same medical care benefits as provided for active employees as the same may, from time to time, be modified under future collective bargaining agreement or, if appropriate due to age, Medicare Part B and Medicare Supplemental Plan to the extent required. In addition, retirees, their surviving spouses and eligible dependents shall also receive the same prescription drug coverage provided herein, including all co-pays, shall be fixed at the dollar amount equivalent to the premium cost share percentage or co-pay being paid by the member at the time of retirement. In the event the retiree changes his/her level of coverage (i.e. family plan to two person or single) following retirement the retiree's contribution to coverage shall be fixed at the dollar amount equivalent to the premium cost share for the new coverage level at the time of retirement. Nothing herein is intended to change or modify in any way the post-employment benefits of any employee who retired prior to January 1, 2014.
- g) Retirees receiving benefits for medical care pursuant to subsections A, B, C, and D above shall receive the same prescription drug plan as current employees, but shall not be entitled to receive dental, vision or group life insurance coverage.

17.10 Divorced employees must notify the City within thirty (30) days of the divorce decree being final or repay the City by payroll or pension reduction for the cost of any benefits improperly paid as a result of such failure.

17.11 Effective July 1, 2016, the parties agree to reopen the contract to bargain major mandates of the Affordable Health Care Act. As a condition precedent to exercising its right to reopen the contract on this issue, the City shall identify the benefit for which it is seeking to reopen the agreement and the date on which the City learned of the issue.

ARTICLE 18 – SENIORITY

Section 1 – Seniority, except for purposes of pension, shall be by classification and shall consist of the relative length of accumulated service of each employee in the employee's respective classification. An employee's length of service shall not be reduced by time lost due to sick or injury leave or authorized leave of absence without pay, nor

shall such time lost be considered as an interruption of continuous service for purpose of determining vacation eligibility.

- a) All vacancies created by retirement or promotion shall be filled first, by advertisement of the intent to fill said vacancy, then by offering said vacancy to the most senior applicant of appropriate rank.

Section 2 - In the event that an employee is reinstated after a resignation, the employee's time out of the City's employ shall be deducted in computing the employee's vacation eligibility and the employee's seniority, provided however, that such time lost shall not be considered as an interruption of continuous service. An employee must work a minimum period of three (3) months upon returning from a leave of absence without pay or resignation before the employee will be permitted to take the employee's vacation.

Section 3 - Expired promotional lists shall not be the exclusive criteria for making provisional appointments.

ARTICLE 19 – RESIDENCY

There shall be no residency requirement as a condition of employment with the City of Bridgeport Fire Department.

ARTICLE 20 – FIRE WATCH DUTY

Section 20.1 - Distribution of Fire Watch - Whenever any person or organization is required by law and/or the Bridgeport Fire Chief, to seek the services of employees of the Bridgeport Fire Department for Fire Watch Duty, such work shall be rotated by the Fire Chief among those employees who volunteer for such work during their off duty hours. Company strength shall not be reduced to provide Fire Watch services.

Section 20.2 - Rate of Pay – The hourly rate of pay for this work shall be one and one half (1 1/2) times the top step Fire Inspector's rate of pay.

If a Lieutenant, Captain or Assistant Chief of the Fire Department serves in a supervisory capacity while performing Fire Watch Duty, the officer shall receive top step ancillary Captain's at the rate of time and one-half (1 1/2).

If an Officer of the Fire Department serves in a supervisory capacity while performing Fire Watch Duty, the officer shall receive the officer's pay at a rate of time and one-half (1 1/2).

Section 20.3 - Minimum Hours - Each employee assigned to Fire Watch Duty shall receive a minimum of four (4) hours pay, or pay for the actual hours worked, whichever is greater, for each assignment.

No earlier than two (2) hours prior to the scheduled Fire Watch Duty, the employee assigned to perform Fire Watch Duty should confirm with the Fire Communication Center Fire Alarm Supervisor that such Fire Watch Duty has not been canceled. If the employee fails to confirm the Fire Watch Duty and the Fire Watch Duty is cancelled, the employee shall forfeit the minimum four (4) hours pay.

In the event that it is necessary to cancel the Fire Watch Duty, the City of Bridgeport shall require any person or organization canceling such Fire Watch Duty to notify the Fire Communication Center Fire Alarm Supervisor at least two (2) hours prior to the start of the scheduled Fire Watch Duty.

If the Fire Communication Center Fire Alarm Supervisor is not notified at least two (2) hours prior to a canceled Fire Watch Duty, such employee shall be paid a minimum of four (4) hours pay provided the employee has called the Fire Communication Center Fire Alarm Supervisor as required above.

Section 20.4 - Fire Watch List - A Fire Watch List shall be given to the Union and posted in each fire station, on the 1st day of each month, showing the Fire Watch Duties performed in the previous month by the employee performing such work.

Section 20.5 - Officer Assignments - In the event that more than three fire fighters are required for a Fire Watch, one officer shall be assigned for every three fighters assigned to such Fire Watch. Should a fire apparatus be required for a Fire Watch, a pump engineer or heavy equipment operator shall be assigned.

Section 20.6 – Fire Marshal – When the Fire Marshal or his/her authorized designee must work at a fire watch per state statute as the Fire Marshal he/she shall receive Fire Marshal rate at time and one-half. When the Fire Marshal or his/her authorized designee works any other fire watch he/she shall receive the pay rate described in Sec. 20.2 of this article.

ARTICLE 21 – CLASSIFICATION

Section 1 - The Civil Service Commission shall, in accordance with Civil Service provisions of the Charter, establish and maintain a classification plan and make allocations and reallocations to the classes established there under for all positions covered by the contract, provided however, that such plan and allocations shall be subject to the grievance procedure provided for in Article 6, except that such grievance shall be started at step C of such grievance procedure.

Section 2 - Notwithstanding the provisions of Section 1 above, the City and the Union agree to consolidate the following positions:

CURRENT CLASS	CONSOLIDATED CLASS
Pumper Engineer	Pumper Engineer
Fire Lieutenant Lineman Administrative Aide I Fire Alarm Supervisor	Lieutenant
Fire Captain Fire Special Program Coordinator Administrative Aide II Fire Alarm Assistant Superintendent	Captain
Fire Assistant Chief Fire Alarm Superintendent	Assistant Chief

Section 3 - The City and the Union agree that employees currently occupying any position which will be consolidated shall remain in said position until the establishment of a promotional list from the next scheduled examination for the consolidated position given after January 1, 1999.

ARTICLE 22 – PROBATIONARY PERIOD

Section 1 - Effective upon the date of signing of this agreement, to enable the appointing authorities of the City of Bridgeport to exercise sound discretion in the filling of entry level fire fighter positions to the Fire Department, no initial appointment or employment to the fire fighter positions of the Fire Department shall be deemed final and permanent until after the expiration of a period of a full twelve (12) months of active duty in the Fire Department. In addition, all probationary employees must complete (and obtain a passing grade) the Fire Fighter I and Fire Fighter II certification course as outlined by the State of Connecticut Fire Training School and obtain EMR certification. Failure to do so within said twelve (12) month period shall result in termination.

Section 2 - During the probationary period, the Fire Chief may terminate the employment of a probationary employee if, during the probationary period, upon observation and consideration of the performance of the employee’s duties as a probationary employee is deemed unfit for permanent employment.

Section 3 - Probationary employees shall not accrue any seniority rights during their probationary period; however, upon the expiration of the probationary period, such employee shall be deemed a regular and permanent employee and the employee’s seniority shall date back to the employee’s date of hire.

Section 4 - During such probationary period, such employee shall not have recourse to the grievance procedure, but the employee may appeal to the Board of Fire Commissioners such termination of employment. Such appeal shall be filed within fourteen (14) calendar days from the date of termination of employment by the Fire Chief. The Board of Fire Commissioners shall hear such appeal at their next regular meeting.

Section 5 - Except for the above termination of employment during an employees' probationary period, nothing contained herein shall be used to deny any employee any rights or any benefits to which the employee may be entitled to under the pension or collective bargaining agreements between the City and the Union. Denial of such benefits shall be subject to the grievance procedure per this collective bargaining agreement.

Section 6 - All probationary employees shall become eligible for vacation, compensatory days off after two hundred and seventy (270) days active service from the date of hire.

Section 7 - Any newly hired probationary employee shall not be traveled for the purpose of Article 8 Section 2 until after the employee has completed two hundred and seventy (270) days active service from the date of hire.

Section 8 - All probationary employees shall be granted special leaves after two hundred and seventy (270) days active service from the date of hire.

ARTICLE 23 – FUNERAL DETAILS

The Union agrees that all employees, who are assigned by the Fire Chief to funeral details for active or retired members of the Fire Department, shall not receive any additional compensation for such service. Upon request of the family of a retired employee, six (6) pallbearers will be assigned by the Fire Chief, consistent with present policy, for the funeral of the active or retired member of the department.

The employees regularly assigned to the shift working on the night before the funeral shall work the funeral detail. The employee assigned to the funeral detail will be given a minimum of twenty-four hour notice.

An employee shall carry with him/her the assigned funeral detail days worked, but not volunteer details.

Funeral Details shall be subject to Article 14(b), Special Leave.

ARTICLE 24 – MISCELLANEOUS

Section 1 - Duty watches shall be of two (2) hour duration, from eight (8:00) A.M. to ten (10:00) P.M. daily. In the event of alarm or fire, the status of apparatus and companies shall be maintained at the central dispatch location and on a central status board.

Section 2 - The Officer-in-Charge shall apportion all housework and duties among subordinates as equitable as practicable.

Section 3 - The Department shall allow employees to exercise while on duty, provided that such activity in no way interferes with the employee's regular duties, and further provided that the Department shall not be responsible for providing equipment.

Section 4 - The City shall grant up to three (3) members of the honor guard/pipe & drum band leave from duty with pay in order to attend City and Department sanctioned functions.

Section 5 - Employees required, or permitted, to take home Fire Department motor vehicles shall be determined annually by the Chief on July 14th of each year.

ARTICLE 25 – WAGES

The wage rates and effective dates for all employees shall be as follows:

- 25.1** Effective January 1, 2015 wages shall be increased by three percent (3%)
- 25.2** Effective January 1, 2016 wages shall be increased by two percent (2 %)
- 25.3** Effective January 1, 2017, wages shall be increased by two and one-half percent (2 ½%)
- 25.4** Effective January 1, 2018, wages shall be increased by two and one-half percent (2 ½%)
- 25.5** The City shall implement and shall maintain a plan pursuant to Section 414(h) of the Internal Revenue Code so as to facilitate the tax deferral of pension contributions by employees.
- 25.6** Effective January 1, 2012 the City shall increase the night shift differential to \$1.70 per hour.
- 25.7** The shift differential shall be payable for hours actually worked on the night shift. Employees with a special leave shall only be paid the shift differential for hours actually worked at night on a swap. The shift differential shall be payable to ancillary personnel for hours actually worked outside their normally scheduled hours (Monday thru Friday). The same hours apply to shifts worked on both Saturday and Sunday.
- 25.8** Effective January 1, 2007 the City shall implement a Emergency Medical Responder (EMR) stipend of \$325.00.
- 25.9** Effective July 1, 2006 and in each year thereafter each employee in Pension Plan B shall receive 2% and each employee in Pension Plan A shall receive 2.5% of the shift pay earned in the 12 months prior to retirement toward their pension.
- 25.10** All bargaining unit members shall be paid through the City’s “direct deposit payroll system and shall have their paystubs emailed directly to them.

ARTICLE 26 – PAY FOR ACTING IN A HIGHER CAPACITY

When a Fire Fighter or Pumper Engineer acts as a Fire Lieutenant or whenever a Fire Equipment Mechanic or Lineman acts as the Assistant Superintendent or whenever an Assistant Superintendent acts as the Superintendent or whenever a Fire Captain acts as a Assistant Chief or when an Assistant Chief acts as a Deputy Chief, or when any employee acts in a higher capacity at the direction of the Fire Chief with the exception of Operator of Heavy Equipment or Pumper Engineer, the employee shall be paid in accordance with the notes for appendices, note 2, for the rank for which the employee is serving in an acting capacity. The following procedures for filling the Acting positions of Lieutenant and Pumper Engineer on the line will be followed:

1. Acting shall be filled by offering such assignment to qualified firefighters in order of their seniority in the company where the temporary vacancy exists.
2. In a firehouse with multiple companies, Acting shall be filled by offering such assignment to the qualified firefighters in order of their seniority on their platoon in the house.
3. The least senior person holding the bona fide rank of the temporary vacant position shall be traveled to the company where the vacancy exists, and the acting procedure will be followed to fill the temporary vacancy that was created by traveling the person.
4. Acting shall be filled by offering such assignment to qualified firefighters who are working overtime on the company or platoon in the house.
5. Acting shall be filled by ordering the first person who refused the offer of Acting to act in the temporary vacancy.

Reminder When manpower falls below 62 and overtime is required, the primary consideration is to give the employee who has worked the least amount of overtime the opportunity to do so.

Whenever a Fire Fighter acts as a Pumper Engineer, or an Operator of Heavy Equipment as defined in Article 26-A of this agreement, the employee shall receive the maximum rate of pay for each day of service. All acting Assistant Chief assignments shall be filled by the senior on-duty captain on the shift where the vacancy was created. All acting Deputy Chief and Chief assignments shall be filled by the Board of Fire Commissioners.

Nothing contained herein shall apply to Provisional appointments, which appointments may be made in accordance with Civil Service Provisions of the Charter of the City of Bridgeport. All work performed in a higher capacity and in excess of the regular work schedule-work week shall be paid at the same time as other overtime is paid. It is understood and agreed by the parties that employees who are injured in the line of duty while in an acting capacity shall receive injury leave pay in an amount equal to the pay for capacity or rank in which such employee was acting at the time of the employee's injury.

ARTICLE 26A – PAY FOR OPERATORS OF HEAVY EQUIPMENT

Effective September 17, 2007 when a fire fighter is assigned to drive or tiller any ladder truck, such fire fighter, in addition to any salary provided for in Article 25, Wages, of this Agreement, shall receive an additional 6% percent of that wage as long as the employee continues to be assigned to such driving or tillering assignment. The following procedures for filling the Acting position of Driver on the line will be followed:

1. Acting shall be filled by offering such assignment to qualified firefighters in order of their seniority in the company where the temporary vacancy exists.
2. In a firehouse with multiple companies, Acting shall be filled by offering such assignment to the qualified firefighters in order of their seniority on their platoon in the house.
3. Acting shall be filled by offering such assignment to qualified firefighters who are working a Special Leave on the company or platoon in the house.
4. Acting shall be filled by offering such assignment to qualified firefighters who are working overtime on the company or platoon in the house.
5. The least senior person qualified to drive shall be traveled to the company where the vacancy exists, and the acting procedure will be followed to fill the temporary vacancy that was created by traveling the person.
6. Acting shall be filled by ordering the first person who refused the offer of acting to act in the temporary vacancy.

Reminder When manpower falls below 62 and overtime is required, the primary consideration is to give the employee who has worked the least amount of overtime the opportunity to do so.

It is understood and agreed by the parties that the employees who are injured in the line of duty while assigned as a driver on a tiller or ladder truck in an acting capacity, shall receive injury leave pay in the amount equal to the pay such employee was receiving at the time of the employee's injury.

ARTICLE 27 – OUTSIDE EMPLOYMENT

The City hereby gives permission to employees to obtain part-time employment, other than fire fighting work, subject to the following qualifications:

- 1) No employee shall accept employment which is in conflict with his position as a member of the Fire service. No employee shall work such hours per week or engage in such physical employment as will hinder the performance of the employee's duties in the department.
- 2) An employee shall notify the City as to any injuries received in said "outside employment".
- 3) The conditions above set forth shall be the criteria concerning the right to outside employment.

ARTICLE 27A – VOLUNTEER FIRE FIGHTING

Sworn members of the Bridgeport Fire Department shall not be discriminated against or be prohibited from engaging in volunteer firefighting activities in another jurisdiction during off-duty hours.

If a sworn member of the Bridgeport Fire Department desires to serve as an active member of a volunteer fire department he/she shall: (1) provide written notification to the Bridgeport Fire Chief of his/her intention to serve as an active volunteer member of the particular volunteer fire department; and (2) provide to the Bridgeport Fire Chief written verification from the duly authorized official and/or governing body of the municipality for which said volunteer services will be performed, that he/she shall be covered by the Worker's Compensation insurance benefits available to employees of the municipality for which said volunteer services are to be performed. .

ARTICLE 28 – LONGEVITY

A) Each employee, except those covered by subsection C of this Article, who has or will have completed five (5) or more years of municipal service by March 31st of said Contract year shall receive an annual payment calculated by multiplying the number of years of such completed service by the sum of seventy-five dollars (\$75.00).

B) Each employee shall receive the employee's annual longevity increment on the first payday in December of each Contract year, except that the employee shall receive such longevity increment at the time of the employee's retirement in the event that the employee retires during the Contract year prior to the first pay day in December. If an employee who is entitled to an annual longevity increment in accordance with the provisions of the first sentence of this Article shall die during the Contract year prior to such first pay day in December, such annual longevity increment shall be paid to the employee's widow(er); if the employee is not survived by a widow(er), such longevity increment shall be paid to the beneficiary designated by him/her under the terms of the employee's Life Insurance Policy provided for under Section 17.2 of Article 17.

In the event that such employee terminates the employee's service prior to such December pay day for any reason other than retirement or death, the employee shall receive at the time of termination, an annual longevity increment prorated based on the amount of the employee's service from the first day of the Contract year through the date of termination.

C) Any firefighter hired after July 1, 2011 shall not be eligible for any longevity payments or benefits until they have completed ten (10) years of service.

ARTICLE 29 – PAYMENTS OF TUITION AND BOOKS

The City shall reimburse each employee, within sixty (60) days of submission of the employee's costs, to the Departmental Clerk, for the cost of tuition and books upon satisfactory completion at a grade "C" or better in each course at an accredited college or university in subjects which are designed to increase the employee's proficiency in the employee's present or potential future duty assignments and shall be related to one or more of the following fields:

1. Fire Department Operation and Administration
2. Fire Prevention and Inspection
3. Fire Science and Technology
4. Fire Fighting
5. Fire Hazards and Fire Protection Systems
6. Fire Hydraulics and Engineering
7. Arson Investigation
8. Public Administration

The City shall also provide payment for tuition and books for all State Fire Certification and National Fire Academy courses upon successful completion.

ARTICLE 30 – CONTRACT YEAR

For purpose of vacations, holidays, personal days, union business leave and uniform allowance, any reference to "Contract Year" shall mean a period which begins on April 1st of one year and ends on March 31st of the following year.

ARTICLE 31 – JOB-ACTION RESTRICTIONS

No employee covered by the terms of this contract shall engage in any strike, slow-down, picketing activity or any other form of job-action, against the City of Bridgeport, or any of its officials, department or agencies.

ARTICLE 32 – SAFETY AND PRODUCTIVITY COMMITTEE

Section 1 - The Union shall have four (4) representatives on a committee to be known as the Committee on Safety and Productivity. The four (4) members of the Safety and Productivity Committee shall be granted leave with pay to attend all meetings of said committee. Said meetings will be scheduled, if possible, when the members are off duty. It is understood that the balance of the committee will consist of two (2) members to be named by the Fire Chief and two (2) members to be appointed by the Mayor of the City.

Section 2 - As indicated by the title of the Committee, its purpose will be to recommend safety clothing and safety departmental equipment for use by the department as may be practical.

Section 3 - Insofar as recommendations concerning increased efficiency within the department are concerned, the City and the Union shall adopt as a yardstick for the operation of this committee the recognition that continuing superior service to the public is desirable and is best attained by civic management that is committed to:

- a) optimum protection
- b) achieved through modern, constructive, cost-conscious methods.

Of necessity, taxpayers of this City want municipal protection at the lowest possible cost. However, "lowest possible cost" does not mean substandard service; it does mean protection that meets the needs of our City's residents at a cost that compares favorably with service offered by similar governmental units. The measurements of effectiveness (or productivity) for the Department is difficult and may, at times, be controversial. This committee will attempt to recommend and to achieve meaningful objectives in spite of that difficulty. The committee will also evaluate and recommend new methods and new technologies that give promise of better protection to our City's public.

Section 4 - Meetings of the committee shall be called by the Chairperson at least bimonthly in each calendar year, beginning on or about July 1st, 1988. The Chairperson shall be named by the Mayor of the City from eight (8) committee members and may vote to break ties.

Section 5 - In order to protect the health and safety of each employee, the parties agree that over a three year period, the following safety procedures will become effective on the date specified in each subsection of this section.

- a) Effective on the date of implementation of this agreement, the Fire Chief, after consultation with the safety and productivity committee, will determine all standards of safety for the Fire Department except as modified below and will be responsible for the enforcement of all safety standards.
- b) In each fiscal year, each length of hose used by members of the bargaining unit other than that used for dump fire only, shall be tested by using the procedures set forth in the current edition of the National Fire Protection Handbook of the National Fire Protection Association (N.F.P.A.) or the Standards published by the National Fire Prevention and Control Administration (N. F. P. C. A.).

Within the same period and in each fiscal year thereafter, each ladder or elevated platform used by the members of the bargaining unit shall be tested by using non-destructive testing methods.

All breathing apparatus worn by the members of this bargaining unit will be maintained at a standard equal to or better than the current standard for breathing apparatus.

- e) Effective within ninety (90) days following July 1st, 1979 and in each fiscal year thereafter, each motor vehicle operated by a member of this bargaining unit shall be tested and approved by the State of Connecticut Motor Vehicle Department. If any such motor vehicle fails to comply with the standards of motor vehicle safety set by the Motor Vehicle Department, it shall be removed from service until such time as it meets such standards.
- d) The Union shall have the right to monitor all testing procedures at its own expense.

ARTICLE 32A – JOINT COMMITTEE

The parties agree to create a Joint Committee composed of four (4) Fire Department representatives, including a representative from the office of Labor Relations, and four (4) representatives from the Union, to review and report on the following:

- a. Uniforms – The committee shall determine the style/type of shorts and caps.
- b. Manning clause, which will be an issue in the next contract negotiations.
- c. Sick and injury language, which will be an issue in the next contract negotiations.
- d. Ancillary Overtime

ARTICLE 33 – DURATION

The duration of this contract shall extend through June 30, 2018. Either party wishing to terminate, amend, or modify such contract must so notify the other party in writing no more than two-hundred-and-ten (210) nor less than one-hundred-eighty (180) days prior to such expiration date. Within ten (10) days of the receipt of such notification by either party, a conference will be held between the City and the Union Negotiations Committee for the purpose of discussing such amendment, modification or termination.

ARTICLE 34 – RETROACTIVE PAYMENTS

All retroactive payments made under this contract shall apply to all regular earnings, pay for acting in a higher capacity and overtime worked.

All retroactive payments made under this contract shall apply to all night differential earnings.

All retroactive payments made under this contract shall apply to all Emergency Medical Responder (EMR) stipends.

There shall be no retroactive payments under the terms of this Article for the collective bargaining agreement covering the period of July 1, 2014 through June 1, 2018.

ARTICLE 35 – NON-DISCRIMINATION

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

Disputes involving alleged discrimination shall not be arbitrable if the jurisdiction of the Connecticut Human Rights and Opportunities Commission or any federal or state court or agency has been invoked with respect to a claim of discrimination.

ARTICLE 36 – COURT APPEARANCES

Whenever an off-duty employee is required to appear before any court and such court appearance is in connection with the performance or discharge of the employee’s duties as a fire fighter, the employee shall be compensated at the same rate as if they were required to work overtime in accordance with Article 11. A minimum of which shall be paid at the rate of four (4) hours for any such appearance. Whenever an on-duty employee is scheduled to appear before such court the employee shall be granted time off from duty without loss of any pay for the purpose of such appearance. Whenever any employee is required to perform Jury Duty, the employee shall be granted time off from duty in accordance with the policy which was in effect on July 1, 1988. (See Appendix J)

ARTICLE 37 – MANAGEMENT RIGHTS

Except as expressly modified or restricted by a specific provision of this Agreement, all statutory and inherent managerial rights, prerogatives, and functions are retained and vested exclusively in the City, including, but not limited to, the rights, in accordance with its sole and exclusive judgment and discretion, to recruit, select, train, promote, discipline, transfer, layoff, and discharge personnel; determine the number and type of positions, and organizational structure required to provide Fire services; define the duties and responsibilities of each position and of the department; acquire and maintain essential equipment and facilities required to conduct the business of providing Fire services; contract for non-fire services with other units of government and/or private contractors for the provisions of non-fire services to or by the City; establish and amend policy, procedures, rules and regulations regarding employees standards of conduct and the manner in which work is performed; perform the tasks and exercise the authorities granted by statute, charter and ordinance to municipal corporations. The City's failure to exercise any right, prerogative, or function hereby reserved to it, or the City's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the City's right to exercise such rights, prerogative or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement. The City shall not exercise its management rights in violation of its obligations under MERA (the Connecticut Municipal Employee Relations Act. Connecticut General Statute §7-467, et seq).

ARTICLE 38 – PHYSICAL EXAMINATIONS

The City and the Union agree to form a six (6) member committee for the purpose of establishing protocols for the administration of physical examinations. The committee shall consist of three (3) members appointed by the City (excluding Union members) and three (3) members appointed by the Union. The Chief and Union president shall serve as ex-officio members of the committee.

ARTICLE 39 – DRUG TESTING

The City and the Union agree that Pumper Engineers and Heavy Equipment Operators will be subject to drug testing in accordance with the following procedures: mandatory testing upon original assignment and random testing at any time after assignment for controlled substances defined in accordance with the State of Connecticut Uniformed Controlled Substances Act, Section 21a-240 et seq, of the Connecticut General Statutes, which testing shall be administered in accordance with state statues and be performed by a reliable laboratory. After the City has implemented drug testing for Pumper Engineers and Heavy Equipment Operators and a period of six (6) months has expired, the City may notify the Union that drug testing, in accordance with the procedures used for Pumper Engineers and Heavy Equipment Operators (with any changes the City wishes to proposed), if the City wishes to implement drug testing for all bargaining unit members. Within thirty (30) days of such notice the Union may notify the City of any changes it desires prior to implementation for all bargaining unit members. If the parties cannot agree on any proposed changes, that issue shall be decided by a single Arbitrator selected in accordance with the rules of the American Arbitration Association.

The City agrees that it shall provide an Employee Assistance Program through a mutually agreed provider.

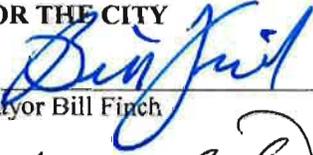
ARTICLE 40 – CIVILIANIZATION

Notwithstanding any provision in the Collective Bargaining Agreement to the contrary, effective January 1, 2010, (or a later date if determined by the City) the City shall disband and eliminate the Fire Communications Center. The current staffing of seven (7) sworn Fire Department employees shall be reassigned by the Fire Chief on a seniority basis (most senior first, least senior last) to other positions or assignments in the Fire Department that they previously held or are qualified to perform due to their current permanent rank. All reassigned employees shall work the normal work schedule of the division to which they are assigned.

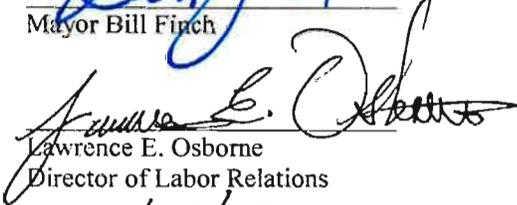
The City may civilianize positions in the administrative offices, except for the Lieutenant and the Captain. The Lieutenant position shall remain uniformed as long as the person who was in the position as of September 17, 2007 is in the position. The civilianization of the Lieutenants position will then be negotiated subject to binding arbitration under MERA.

The above foregoing is a true and attested copy of the contract between the City of Bridgeport and Local 834, International Association of Fire Fighters.

FOR THE CITY



Mayor Bill Finch

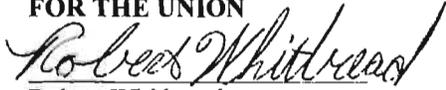


Lawrence E. Osborne
Director of Labor Relations

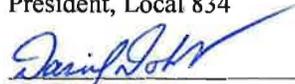
Date

11/13/15

FOR THE UNION



Robert Whitbread
President, Local 834



David Dobbs
Vice President, Local 834

Date

11-13-15

MEMORANDUM OF UNDERSTANDING -- Pension Plan

Upon the signing of this Agreement, the City will take all necessary steps to effectuate the transfer of all current Bridgeport Firefighters who are members of Pension Plan B to the Connecticut Municipal Employee Retirement System (CMERS) by April 1, 2012. As part of said transfer the City shall use the funds in Pension Plan B to purchase all City of Bridgeport Fire Department time credited to the current members of Pension Plan B including time for military service. All employees hired after the effective date of this Agreement shall also be covered by the terms of the Connecticut Municipal Employee Retirement System.

Active employees who are members of Pension Plan A are eligible to transfer to Connecticut Municipal Employee Retirement System, effective July 1, 2014.

Terms and conditions of the CMERS are attached hereto in the MERS Summary Plan Description.

During the transfer process the City shall meet monthly with the Union Executive Board to discuss and update the Union on the status of the transfer.

FOR THE CITY



11/13/15
Date

FOR THE UNION



11-13-15
Date

MEMORANDUM OF UNDERSTANDING – Errors/Omissions

The parties agree that they shall correct and replace any inadvertent errors or omissions that appear in this collective bargaining agreement. It is the parties' intention that they shall review the language of the collective bargaining agreement during the ratification process in order to be assured that it accurately reflects their agreements. Any inadvertent errors or omissions shall be corrected by the parties.

FOR THE CITY

Bruce Ford
11/13/15
Date

FOR THE UNION

Robert Whitbread
11-13-15
Date

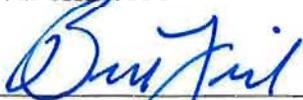
MEMORANDUM OF UNDERSTANDING – Supplement to Article 8 – Manpower “Max” Agreement

Manpower “Max” Agreement

Effective upon the ratification of this Agreement the City and the Union agree that Article 8 Manpower, Sections 1A, 1B, 1C, and 1E, shall remain unchanged in regard to the minimum working staff level on duty per shift (A, B, C, and D), citywide, assigned to platoons or companies of 62 (min). For the term of this Agreement the Parties agree that the maximum working staff level on duty per shift (A, B, C, and D), citywide, assigned or detailed to platoons or companies shall not exceed 66 employees (max).

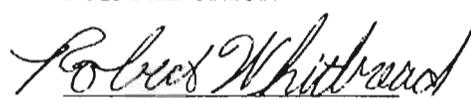
The Parties agree the maximum working staff level provision shall expire and sunset upon the signing of a successor agreement or on June 30, 2018, whichever occurs first. Accordingly, unless this agreement is extended by a successor, the City may revert to the previous agreement and practices regarding Article 8 Max Manpower that existed during the term of the 2014 through 2018 Collective Bargaining Agreement.

FOR THE CITY



11/13/15
Date

FOR THE UNION



11-13-15
Date

MEMORANDUM OF UNDERSTANDING – Supplement to Article 11 – Overtime – “Ancillary Personnel Working Line Overtime”

“Ancillary Personnel Working Line Overtime”

The Union and the City agree that Article 11 Overtime, and Appendix A Rules and Procedures for Overtime shall be changed to conform to the parties’ agreement regarding Max limits on Manpower. Names will be added to line OT list. Overtime on the line will be paid same as line personnel. The following divisions and ranks are eligible to work overtime on the Line outside of their normal scheduled hours.

Central Office Staff:

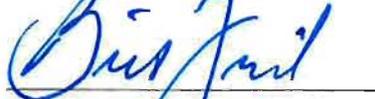
Captain, Lieutenant, Pumper Engineer, Firefighter

Training Division:

Assistant Chief, Captain, Lieutenant, Pumper Engineer, Firefighter

Ancillary personnel “on call” are not eligible for the above named overtime opportunity.

FOR THE CITY



11/13/15
Date

FOR THE UNION



11-13-15
Date

MEMORANDUM OF UNDERSTANDING – Supplement to Article 11 – Overtime

Straight Time For April, May, June, 2011

Notwithstanding the provisions of Article 11 – Overtime, Section 3 – Pay Rate, the City of Bridgeport and the Union agree that for the period of April 4, 2011 through June 30, 2011 the pay rate for all overtime, except outside overtime which is not covered by this MOU, shall be straight time the hourly rate, which the employee receives for the employee's regular assigned duties.

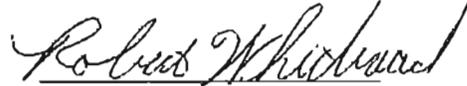
FOR THE CITY

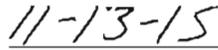




Date

FOR THE UNION





Date

NOTES FOR APPENDICES

***Note 1** - The rates set forth in this appendix are annual rates. Positions crossed-out shall be removed upon consolidation in accordance with Article 21.

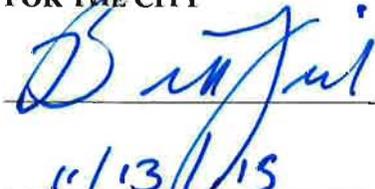
Note 2 - Any Fire Captain, Fire Assistant Chief Engineer, Fire Alarm Assistant Superintendent, Fire Assistant Master Mechanic, Fire Master Mechanic, Senior Inspector, Deputy Fire Marshal and Deputy Fire Chief with less than six (6) months service in the employee's classification and any other employee with less than one (1) year of service in the employee's classification shall be paid at step one (1) of the salary range of the employee's classification. Any Fire Captain, Fire Assistant Chief Engineer, Fire Assistant Master Mechanic, Fire Master Mechanic, Senior Inspector, Deputy Fire Marshal and Deputy Fire Chief who have six (6) months but less than one (1) year of service in the employee's classification, and any Pumper Engineer, Fire Lieutenant, Fire Equipment Mechanic, Fire Alarm Supervisor and Inspector who have completed one (1) or more years in the employee's classification shall be paid at step two (2) of the salary range of the employee's classification.

Any Fire Captain, Fire Assistant Chief Engineer, Fire Assistant Master Mechanic, Fire Master Mechanic, Senior Inspector, Deputy Fire Marshal and Deputy Fire Chief who has completed one (1) or more years of service in the employee's classification shall be paid at step three (3) of the salary range of the employee's classification. With the exception of the class of fire fighter, upon the anniversary date when an employee completes the required amount of service as provided for herein, or on the fiscal date following such anniversary date, if the two dates do not coincide, whichever comes later, such employee shall be advanced to the next higher step in the salary range of the employee's classification.

For the purposes of salary advancement, the term "fiscal date" shall mean July 1st and January 1st.

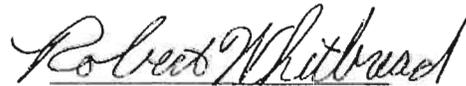
Any fire fighter who has less than one-and-one-half (1-1/2) years of service in the employee's classification shall be paid at step one (1) of the salary range for the employee's classification. Any fire fighter who has upon their anniversary date completed one-and-one-half (1-1/2) years but less than three-and-one-half (3-1/2) years of service in the employee's classification, shall be paid at step two (2) of the salary range for the employee's classification. Any fire fighter who has upon their anniversary date completed three-and-one-half (3-1/2) years but less than five (5) years of service in the employee's classification shall be paid at step three (3) of the salary range for the employee's classification. Any fire fighter who has upon their anniversary date completed five (5) or more years of service in the employee's classification, shall be paid at step four (4) of the salary range for the employee's classification.

FOR THE CITY



Date 11/13/15

FOR THE UNION



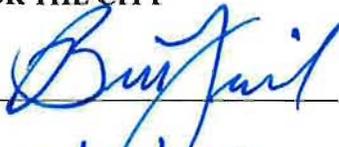
Date 11-13-15

MEMORANDUM OF UNDERSTANDING – Pension Plan - Working Beyond Age 65

The City agrees pursuant to C.G.S. §7-430 to provide any firefighter currently employed who has attained the age of sixty five (65) years, upon the request of the firefighter annual approval from the legislative body of the City to remain employed with the City to Seventy (70) years of age, provided the firefighter receives a medical exam from the City's physician each year that the employee is physically fit to continue performing his/her position.

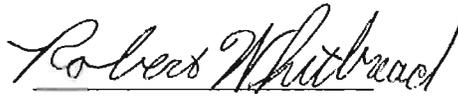
During this period of temporary retention the firefighter shall receive no pension payments.

FOR THE CITY



11/13/15
Date

FOR THE UNION



11-13-15
Date

APPENDIX A – RULES AND PROCEDURES FOR OVERTIME

RULES AND PROCEDURES FOR OVERTIME HIRING

Intent: The City of Bridgeport and the Union agree to establish an overtime assignment system which shall be followed whenever overtime assignment(s) are required for on-duty positions performing fire fighting duties. It is the intent of the City of Bridgeport and the Union to use Article 11 and the Rules and Procedures for Overtime Hiring to distribute overtime to all members of all ranks in the Bridgeport Fire Department in as fair and equitable manner as possible. Whenever overtime is required for fire fighting duties, every effort shall be made to hire the employee having worked the lowest number of overtime opportunities. There may be a rare occasion when a vacancy occurs in a position and an employee of a different rank has the lowest number of overtime opportunities and is next to be hired, every effort shall be made to hire such employee.

There shall be one City-Wide overtime list for the A, B, C and D shifts. However, there will be a five (5) shift limit on consecutive hours worked.

Seniority List: The names of all "line personnel" of the Bridgeport Fire Department assigned to fire fighting duties shall be placed on a Citywide Overtime List, which shall be used to distribute overtime. The employee's name, based on rank or classification, shall be placed on the city wide overtime list in one of the following four (4) sections:

- a) Fire Fighters
- b) Pumper Engineers
- c) Company Officers (Captains and Lieutenants)
- d) Assistant Chiefs

Each section shall list the employee's name in rank or classification order by seniority of appointment within the classification, along with the employee's initial date of hire in the Bridgeport Fire Department. In establishing the initial overtime lists, seniority shall be the determining factor, first by rank or classification then by department hire date.

Staffing: Each employee of the Bridgeport Fire Department shall be assigned a normal duty position based on the Bridgeport Fire Department Table of Organization dated April 9, 1997 (attached). Each employee who regularly performs fire fighting duties shall be assigned to a fire station. The assigned duty position shall be the employee's normal duty assignment.

Over 62: In the event that there is more than the minimum working staff level on duty citywide available to work, it shall be the Assistant Chiefs duty to distribute staffing levels on a temporary basis shift by shift throughout the various fire houses as required.

If the vacancy was created by the lack of a Fire Officer or a Pumper Engineer, a qualified person shall be assigned as an acting officer in the capacity of the officer or pumper engineers position as outlined in Article 26 (company seniority first and fire house seniority second). For the purposes of the Rules and Procedures for Overtime Hiring, an employee shall be deemed qualified in accordance with the established Department procedure for acting assignments (form BFD 198).

In the event that no qualified person is available in the company or in the firehouse the Assistant Chief shall "travel" a person of the vacant rank to fill such vacancy. In the event that no qualified person is available to fill the vacancy on that platoon citywide, then, in accordance with Article 8, Section 4, an overtime shall be required for that rank and shall be worked in accordance with this policy. Notwithstanding the provisions of the Rules and Procedures for Overtime Hiring the minimum number of bona fide or provisional Ranks shall be maintained in accordance with the contract.

Under 62: In the event that the staffing level on any platoon shall fall below the minimum requirement of sixty-two (62) then overtime shall be required to maintain the minimum level of sixty-two (62).

The primary consideration of the Bridgeport Fire Department in an overtime-hiring situation is to hire the employee who has worked the least amount of overtime opportunities. Up to four (4) hours before the start of any shift an employee who has been temporarily traveled shall be placed back into the employee's permanent assignment to accommodate the hiring of the employee who has worked the least amount of overtime opportunities. In order to hire the employee with the least amount of overtime opportunities the Citywide Overtime List shall be used to determine the employee whose name appears as having worked the least amount of overtime opportunities.

The Citywide Overtime List shall be maintained by the East/West Side Assistant Chief. The Citywide Overtime List shall be updated on a daily basis and forwarded to the Deputy Chief of Operations along with the MP #1 form or any staffing level form used to establish shift by shift staffing levels. Each Wednesday a list shall be posted in each firehouse showing the overtime worked for the previous Sunday (8:00 A.M.) through Sunday (7:59 A.M.) A copy of the MP #1 or any staffing level form shall also be forwarded to the Union office.

Administration: The administering of the City wide overtime list will be the responsibility of the East/West Side Assistant Chief, who will delegate the calling in of personnel for overtime, to the East/West Side Assistant Chiefs Aide. Each morning or each evening, as the case may be, the overtime list from the previous day shall be updated. The East/West Side Assistant Chief will next review the staffing level requirements of the City for the following day's shift. If it is determined that staffing level will fall below sixty-two (62), The East/West Side Chiefs Aide will initiate telephone calls to the next eligible employees on the overtime list. If a message has been left on either an answering machine or a pager service, the Chiefs Aide East/West Side will wait for a return call until 11:00 A.M. or 8:00 P.M. At 11:00 A.M. or 8:00 P.M., the East/West Side Chief's Aide will continue to call down the list until contact is made with an employee who is eligible to work the overtime. Employees not contacted will be listed as "N/C" and will not lose their position on the overtime list.

Captains and Lieutenants shall work overtime in officer's positions, Pumper Engineers shall work in pumper engineer's positions, and Firefighters in firefighter positions. Assistant Chiefs shall only work overtime when available in Assistant Chiefs positions in Battalion 1 or Battalion 2.

Emergency: In the event overtime is required for the working platoon, or for the platoon coming on duty, the Chiefs Aide East/West Side shall, by starting at the top of the appropriate Citywide Overtime List call the next available employee, and continue to call employees on the appropriate Citywide Overtime List until an eligible employee is found to accept the overtime.

The East/West Side Chief's Aide shall assume the duties of the East/West Side Chief's Aide whenever the East/West Side Chiefs Aide is unable to perform said duties due to fire fighting duty. In the event that both the East and West Side Chiefs Aides are unavailable, the Deputy Chief of Operations will ensure that the daily overtime policies are carried out by an officer.

Refusal: Employees when contacted have the option to either accept the overtime assignment or to refuse the assignment. A refusal will be noted as such on the Citywide Overtime List and shall be counted in the employees turn the same as if the employee had worked the overtime. In the event that the entire Citywide Overtime List is called without sufficient acceptances to fill the staffing level requirements, the calling will return to the first employee that refused such assignment and that employee shall be required to work the required overtime assignment.

Overtime Fall Behind: Nothing herein will change the current practice.

Voluntary Removal: Employees may remove their names from consideration of overtime by notifying the employee's company officer on their second day/night on duty that they are not available for overtime during their next off duty rotation (days off). Such removal shall remain in effect until the employee notifies the employee's company officer that they are available for overtime.

Transfers: Employees transferred to the line shall be inserted into the appropriate Citywide Overtime List and will carry over all overtime opportunities and credits.

Rank Requirements: When using a rotating list of names there will be time when a person of a particular rank will be "next" in line for an overtime, but no such ranked position is available in the city on that day.

EXAMPLE: The citywide manpower is at 60. This will require two (2) citywide overtimes to bring the manpower up to the minimum (62). The next two persons on the list to work overtime is an Officer. However, the only vacancies in the City are either Pumper Engineer overtimes or Fire Fighter overtime. The Officer would then be bypassed on the Citywide Overtime List, (and indeed all officers below him/her) and a Pumper Engineer or a Firefighter who is next on the Citywide Overtime List work the overtime. The Officer would remain "first" on the Citywide Overtime List and would not lose the employee's turn.

Procedure:

- 1) Determine the manpower distribution available citywide. Company Officers will be required to phone in their manpower and manpower changes into both Assistant Chiefs as early as possible.
- 2) If Citywide on duty staffing is above sixty-two (62), then overtime is not required except in case of maintaining minimum number of bona fide or provisional officers. If manpower drops below sixty-two (62) the appropriate section of the citywide list shall be used to bring the platoon minimum to sixty-two (62).
- 3) If the Citywide on duty staffing drops below sixty-two (62) an employee acting/traveling may be reassigned to their normal assignment in order to accommodate the employee whose name appears next to be called for overtime.
- 4) Once the needs of the department and the Citywide Overtime List are considered, the calls must be made to the involved employees whose name appears next to be called for overtime.
- 5) Every effort shall be made to place employees on overtime in their normally assigned fire station.
- 6) Employees on overtime may be required to travel to another fire station to fill a vacancy in that fire station.
- 7) When overtime is worked, the pay for such overtime shall be paid in accordance with the Connecticut General Statutes.
- 8) If an overtime assignment has been worked by the wrong employee or rank, due to an unintentional error or mistake, then the City and the Union agree that such unintentional error or mistake shall not be the subject of a grievance.
- 9) The City agrees that it will not take a company off duty for the purpose of lowering the current-daily platoon minimum of sixty-two (62) employees for purposes of avoiding overtime.
- 10) Nothing herein shall be construed as a waiver of the City's rights under Article 8, Section 1g.
- 11) Line Personnel: City of Bridgeport employees who are assigned to fire-fighting duties on Platoon A, B, C, D. (i.e. Assistant Chief, Captain, Lieutenant, Pumper Engineer and Fire Fighter).

APPENDIX B

**BRIDGEPORT FIRE DEPARTMENT
ABSENCE CONTROL POLICY**

I. POLICY

To insure the prompt reporting and treatment of employees who are sick or injured and to provide for the effective control of the benefits provided by the City of Bridgeport for the member's welfare.

II. RATIONALE

The Department operates emergency response facilities which must be ready to meet demands for service day and night. In order to fulfill this obligation, the Department needs everyone on duty every day on which he or she is scheduled to work. All employees, therefore, are expected to strive for attendance by:

- Maintaining reasonable health standards.
- Taking intelligent precautions against illness.
- Making every effort to live and work safely, observing safety procedures and practicing safety rules, both on and off the job.
- Not permitting minor indispositions or inconveniences to keep them away from the job.
- Not abusing sick/injury leave privileges or benefits.

Excessive absence must be regarded as a weakening of the Department's ability to furnish its essential public service. Employees are expected to report for work with regularity in return for compensation. Good attendance is, accordingly, a most important job requirement. Failure to meet this basic job requirement may result in disciplinary action as provided herein.

III. PROCEDURE/RESPONSIBILITY OF MEMBER(S)

1. A Member becoming sick, ill, or injured on or off duty, will notify his/her

company officer immediately or as soon as possible at the time of an on duty sickness or injury or prior to the beginning of the work shift indicating the estimated duration of the absences if possible. In the event that company officer is not available, the member will contact his battalion chief. If he is not available he/she will contact FCC. FCC will notify company officer and battalion chief. ¹

The member must advise the Department of the nature of the member's illness or injury either at the time of the initial notification as provided above or by a separate and immediate notification to the Attendance Review Officer. The employee may choose either form of notification.

2. Injuries suffered on duty must be reported immediately to the members commanding officer immediately after the injury or when the member realizes such and a first report of on duty injury filed as soon as possible.

3. The Department expects that all sick leave and injury leave will be accompanied by a visit for an examination or to obtain medical care as soon as possible if necessary and that the member will obtain a doctor's certificate after three (3) working days or five (5) calendar days, whichever is sooner, of continuous sick leave. For purposes of this policy references to "sick leave" and/or "sick" will include injuries suffered off-duty but not injuries (or reoccurrence as provided herein) suffered on duty which are covered under Worker's Compensation.

4. The doctor's medical certificate must be promptly delivered to his/her company officer and/or the Attendance Review Officer if required upon his/her return to duty from sick leave. Documentation of a hospital admission may substitute for a physician's medical certificate.

5. After twenty (20) days of continuous sick leave, a physician's medical Certificate is required indicating the prognosis. The member must deliver such certificate by the close of business on the third (3rd) working day following the twentieth (20th) day to the Attendance Review Officer designated by the Chief.

¹ If the City utilizes an automated absence reporting system, the member may be required to report absences through such system.

6. The doctor's certificate(s) must include the following information and/or be on such form as the Department may designate:
 - a. Date and time of physician's visit(s).
 - b. A printed or typed description, as legible as possible, of the diagnosis, nature and prognosis of the member's sickness, illness, or injury.
 - c. Any restrictions on a member's ability to perform his/her duties.
 - d. Date of expected return to duty.
 - e. Member's name, company number, shift and payroll number.

The doctor's certificate(s) and other medical records for the member shall be maintained by the Department in a confidential medical file by the Attendance Review Officer and shall be available only to the Attendance Review Officer, the Chief, the City's licensed or certified medical personnel or as otherwise provided herein. The information in such medical file shall be maintained as confidential unless disclosure is necessary for the health and/or safety of other Department personnel (such as issues of dangerous contagious disease) or for purposes of disciplinary or other action taken under this Policy.

7. Upon admission to, or release from, a hospital, the member must report on sick leave in the same fashion as ordinary sick leave. Members are responsible for providing documentation of hospitalization for purposes of this policy.

8. Members on injury leave may be ordered at any time to report to the physician designated by the City under Workers Compensation for a medical evaluation. Members on continuous sick leave for more than twenty (20) days may be required to release their medical records, related to the specific illness, to City medical personnel and/or may be required to report to a physician designated by City for medical evaluation.

9. A member who becomes sick on duty will report the fact immediately to his/her commanding officer.

IV. RULES GOVERNING MEMBERS OFF ON SICK/INJURY LEAVE

1. Since sick leave is a benefits affording members paid leave time from

work to heal and recuperate from being sick, members are expected to limit their activities to those that would be recommended or ordered by a physician as consistent with the reported sickness , during the period of time which the member would have otherwise been regularly scheduled to be working; i.e., corresponding to a ten (10) hour day shift and a fourteen (14) hour night shift or the regular day shift for five (5) day week employees.

2. Therefore, any employees engaging in recreational activities, personal business or personal work activities, other employment or work, or other activities if such are not consistent with conduct or behavior expected of someone on sick or injury leave, will be considered to be misusing and abusing sick and injury leave and will be subject to discipline.

3. At the discretion of the Department, members on extended sick/injury leave may be detailed to Fire Headquarters, Office of Administration. They will consider that office to be their detailed company and are to observe all provisions of this directive through the Captain of Administration (Phone – 576-8010).

4. It is mandatory that a member return promptly to duty when medically able to do so and/or after certification of duty status by a physician. A member failing to return to duty promptly will be subject to disciplinary action.

5. The department will consider transitional or modified active duty assignments for any member on injury leave or extended sick leave (generally in excess of twenty (20) days) as a matter of department discretion.

6. Transitional or modified active duty is duty suited to the physical capacity of the sick or injured member. Such capacity will be medically determined. Assigned duties will be based upon and be consistent with the medical determination. For employees on injury leave the determination will be made by the physician(s) assigned for Workers Compensation purposes and for employees on sick leave by a physician acceptable to the City. Such assignments should not generally exceed ninety (90) days in duration and are for the purpose of returning the member to full active duty as soon as possible.

V. PENALTY FOR MISUSE OR ABUSE OF SICK/INJURY LEAVE

Excessive absenteeism, poor attendance, use of leave based on false claims of sickness, injury or exposure to contagious diseases or falsification of cause or proof to justify sick/injury leave, shall be cause for disciplinary action up to and including termination.

VI. RESPONSIBILITIES OF COMMANDING OFFICERS

1. The Company Officer will notify the Battalion Chief of a member's sickness or injury without delay and enter all pertinent information required by this policy in the house journal. No information concerning the nature of the illness shall be recorded or maintained in the house journal or the company files.
2. In all cases, the necessary report is to be prepared without delay.
3. Medical certificates are to be forwarded to the Attendance Review Officer without delay in a sealed envelope marked "Confidential Medical Records". Medical Certificates and other medical information concerning the nature of the sickness or injury, the reason for hospitalization, and/or the diagnosis or similar medical records shall only be retained in the medical files in the control of the Attendance Review Officer. Copies or recording of the confidential information in medical files shall not be retained in other records.
4. In all cases, the company officer shall prepare and forward to the Attendance Review Officer a report containing the following information:
 - a. Name, unit, shift, payroll number.
 - b. Name of hospital (if applicable).
 - c. The date and time of the employee call
 - d. The reason for absence given by employee, if any.
 - e. Date of entering or leaving hospital (if applicable).
 - f. The date of expected return to work if given by the employee.
5. Company Officers will be responsible for keeping records of absences of company members. Suspicious patterns or excessive number of incidents will be brought to the attention of the Attendance Review Officer for review and appropriate action.

VII. ATTENDANCE REVIEW

1. The attendance records of all employees will be reviewed and monitored by the Attendance Review Officer in accordance with the following criteria. A progressive style of discipline will be utilized for attendance review.
2. In reviewing attendance the Department shall consider the following criteria:
 - a. Number of occasions;
 - b. Pattern of absences (tandem absences, weekend absences, day before/after holidays, last or first day of shift, etc.);
 - c. Employee's past record;
 - d. Any extenuating circumstances;
3. Employees who meet the following criteria will be required to review their attendance with the Attendance Review Officer. Such review session will take place upon the fourth (4th) occasion of absence due to sickness within a continuously rolling twelve (12) month period. Absences from duty due to injury on duty which are covered by Workers Compensation; any absence for which the employee may be admitted to a hospital; absences on an approved Family and Medical Leave under applicable law; and absences on an approved maternity leave shall not be included.
4. For purposes of this policy an employee will be considered as having excessive number of absences when a review of the records indicates that the employee has been absent from duty due to sickness on more than four (4) occasions within a continuously rolling twelve (12) month period.
5. The Attendance Review Officer will give written notice to the affected employee and other necessary personnel of the above designation. Upon designation of employee as having excessive absences (more than four (4) occasions of absence within a rolling twelve (12) month period), the Attendance Review Officer will schedule a counseling session with affected employee to review the employees attendance record and to offer assistance to such

employees in improving attendance and in dealing, through EAP or otherwise, with matters which may be affecting attendance.

6. Any employee who wishes to appeal his/her designation by the Attendance Review Officer as having excessive absences may appeal the designation to the Chief of the Department who will review the facts of the case and issue a decision in writing within ten (10) business days of the date such facts are available. The Chief may direct any employee who has been designated as having excessive absences to submit to a physical examination and/or to release medical records, related to the specific illness, from the employee's physician(s) for review. The Chief in considering an appeal or other medical issues under this Policy may consult with the City's medical personnel as appropriate. The results of such examination and any released employee medical records shall be treated as confidential medical records as provided under Section III, Paragraph 6 hereof.
7. The Chief may determine, in his/her judgment, to deny or revoke any benefits, promotions and/or assignments which are within the Chief's discretion to employees who have been designated as having excessive absences.
8. The Attendance Review Officer shall discuss the employee's status with the affected employee upon each occasion when the employee is designated as having excessive absences. Upon the second (2nd) such occasion (which is the sixth (6th) occasion in total) within the rolling twelve (12) month period which results in such a designation, the employee shall forfeit one (1) overtime opportunity and the Attendance Review Officer may determine that a oral warning for excessive sick leave be issued. Upon the third (3rd) such occasion (which is the seventh (7th) occasion in total) the employee shall forfeit one (1) overtime opportunity and the Attendance Review Officer may determine that a written warning be issued. Upon the fourth (4th) such occasion (which is the eighth (8th) occasion in total), the employee shall forfeit one (1) overtime opportunity and the Attendance Review Officer may determine that a one (1) day suspension without pay be issued. Upon the fifth (5th) such occasion (which is the ninth (9th) occasion in total), the Attendance Review Officer may determine that a four (4) day suspension without pay be issued. Upon the sixth (6th) such

occasion (which is the tenth (10th) occasion in total, the Attendance Review Officer may recommend to the Chief that such employee be terminated.

9. The affected employee may request that the Chief not pursue sanctions (denial of overtime or discipline under this Policy) on the basis that the employees overall pattern of absences was caused by a physically based medical condition which results in intermittent and frequent occasions of absences (e.g. Malaria, Lymes Disease, etc.) and which may be reasonably expected to be corrected in the immediate future. The employee shall have the burden of proving such to the Chief and in any appeal or hearing challenging action taken under this Policy.
10. The Chief may, at any time and in his/her discretion, in lieu of disciplinary action as provided above, determine to review the medical status of employees with excessive absences with a view toward the possible retirement of such employee on the basis of disability and to recommend such action to the Board of Fire Commissioners.
11. The above does not preclude separate disciplinary action on such basis as unacceptable absence patterns, unauthorized leave, AWOLS, or fraudulent use of sick and injury leave.

VIII. WORKERS COMPENSATION/REOCCURRENCE OF INJURY

Members absent for medical reasons will be marked on sick leave unless it is determined by a physician acceptable to the City that the absence is as a direct result of an on the job injury which has been properly reported and medically documented or is a reoccurrence of an on the job injury which has been previously reported and similarly medically documented.

IX. EFFECTIVE DATE

This Policy shall be effective as of February 1, 2000 for purposes of actions under the Policy including actions taken against Chronic Absentees under Section VII Paragraphs 4 through 10. The rolling base period for calculation of the number of instances of absence shall be the one year period prior to such effective date. However, any member with incidents of absence in excess of five (5) on the effective date will revert to five (5) incidents for purposes of application of this policy after such effective date.

APPENDIX C.1 MEDICAL PLAN/PRESCRIPTION DRUG PLAN

SUMMARY OF BENEFITS



Cigna Health and Life Insurance Co.
For - Bridgeport, City and BOE
Open Access Plus Plan -BP5 \$20/\$75/\$200/80-20

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

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

Plan Highlights	In-Network	Out-of-Network
Lifetime Maximum	Unlimited	Unlimited
Coinsurance	Your plan pays 100%	Your plan pays 80%
Maximum Reimbursable Charge	Not Applicable	200%
Calendar Year Deductible	Individual: None Family: None	Individual: None Family: None
<ul style="list-style-type: none"> Only the amount you pay for in-network covered expenses counts toward your in-network deductible. The amount you pay for out-of-network covered expenses counts toward both your in-network and out-of-network deductibles. After each eligible family member meets his or her individual deductible, covered expenses for that family member will be paid based on the coinsurance level specified by the plan. Or, after the family deductible has been met, covered expenses for each eligible family member will be paid based on the coinsurance level specified by the plan. 		
Calendar Year Out-of-Pocket Maximum	Individual: \$2,600 Family: \$5,200	Individual: \$1,000 Family: \$2,000
<ul style="list-style-type: none"> Only the amount you pay for in-network covered expenses counts toward your in-network out-of-pocket maximum. The amount you pay for out-of-network covered expenses counts toward both your in-network and out-of-network out-of-pocket maximums. Plan deductible contributes towards your out-of-pocket maximum. All copays and benefit deductibles contribute towards your out-of-pocket maximum. Mental Health and Substance Abuse covered expenses contribute towards your out-of-pocket maximum. After each eligible family member meets his or her individual out-of-pocket maximum, the plan will pay 100% of their covered expenses. Or, after the family out-of-pocket maximum has been met, the plan will pay 100% of each eligible family member's covered expenses. 		

7/1/2015

ASO / EHB State: UT

Open Access Plus - Copay - Bridgeport City and Board of Education BP5 OAP Copay - 3745881. Version# 5

Benefit	In-Network	Out-of-Network
Physician Services		
Physician Office Visit <ul style="list-style-type: none"> All services including Lab & X-ray Plan pays 100% after you pay copay 	\$20 Primary Care Physician (PCP) copay or \$20 Specialist copay	Your plan pays 80%
Surgery Performed in Physician's Office	\$20 PCP or \$20 Specialist copay	Your plan pays 80%
Allergy Treatment/Injections	\$20 copay or actual charge (if less)	Your plan pays 80%
Allergy Serum Dispensed by the physician in the office	Your plan pays 100%	Your plan pays 80%
Preventive Care		
Preventive Care <ul style="list-style-type: none"> Includes coverage of additional services, such as urinalysis, EKG, and other laboratory tests, supplementing the standard Preventive Care benefit. 	Your plan pays 100%	Your plan pays 80%
Immunizations	Your plan pays 100%	Your plan pays 100%
Mammogram, PAP, and PSA Tests <ul style="list-style-type: none"> Coverage includes the associated Preventive Outpatient Professional Services. Diagnostic-related services are covered at the same level of benefits as other x-ray and lab services, based on place of service. 	Your plan pays 100%	Your plan pays 80%
Inpatient		
Inpatient Hospital Facility	\$200 per admission copay, then your plan pays 100%	\$200 per admission deductible, then your plan pays 80%
Semi-Private Room: In-Network: Limited to the semi-private negotiated rate / Out-of-Network: Limited to semi-private rate Private Room: In-Network: Limited to the semi-private negotiated rate / Out-of-Network: Limited to semi-private rate Special Care Units (Intensive Care Unit (ICU), Critical Care Unit (CCU)): In-Network: Limited to the negotiated rate / Out-of-Network: Limited to ICU/CCU daily room rate		
Inpatient Hospital Physician's Visit/Consultation	Your plan pays 100%	Your plan pays 80%
Inpatient Professional Services <ul style="list-style-type: none"> For services performed by Surgeons, Radiologists, Pathologists and Anesthesiologists 	Your plan pays 100%	Your plan pays 80%
Outpatient		
Outpatient Facility Services <ul style="list-style-type: none"> Non-surgical treatment procedures are not subject to the facility per visit copay/benefit deductible 	\$10 per facility visit copay, then your plan pays 100%	Your plan pays 80%
Outpatient Professional Services <ul style="list-style-type: none"> For services performed by Surgeons, Radiologists, Pathologists and Anesthesiologists 	Your plan pays 100%	Your plan pays 80%

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Benefit	In-Network	Out-of-Network
Short-Term Rehabilitation Calendar Year Maximums: <ul style="list-style-type: none"> • Pulmonary Rehabilitation, Cognitive Therapy, Physical Therapy, Occupational Therapy and Chiropractic Care – 30 days • Cardiac Rehabilitation - Unlimited days • Coverage includes non-restorative services Note: Therapy days, provided as part of an approved Home Health Care plan, accumulate to the applicable outpatient short term rehab therapy maximum.	\$20 PCP or \$20 Specialist copay	Your plan pays 80%
Speech Therapy <ul style="list-style-type: none"> • 60 days maximum per Calendar Year • Coverage includes non-restorative services 	\$20 PCP or \$20 Specialist copay	Your plan pays 80%
Other Health Care Facilities/Services		
Home Health Care (includes outpatient private duty nursing subject to medical necessity) <ul style="list-style-type: none"> • Unlimited days maximum per Calendar Year • 16 hour maximum per day 	Your plan pays 100%	Your plan pays 80%
Skilled Nursing Facility, Rehabilitation Hospital, Sub-Acute Facility <ul style="list-style-type: none"> • 60 days maximum per Calendar Year 	Your plan pays 100%	Your plan pays 80%
Durable Medical Equipment <ul style="list-style-type: none"> • Unlimited maximum per Calendar Year 	Your plan pays 100%	Your plan pays 80%
Breast Feeding Equipment and Supplies <ul style="list-style-type: none"> • Limited to the rental of one breast pump per birth as ordered or prescribed by a physician. • Includes related supplies 	Your plan pays 100%	Your plan pays 80%
External Prosthetic Appliances (EPA) <ul style="list-style-type: none"> • Unlimited maximum per Calendar Year • Includes wigs and foot orthotics 	Your plan pays 100%	Your plan pays 80%
Routine Foot Disorders	Not covered	Not covered
Note: Services associated with foot care for diabetes and peripheral vascular disease are covered when medically necessary.		
Acupuncture <ul style="list-style-type: none"> • Unlimited maximum per Calendar Year 	\$20 PCP or \$20 Specialist copay	Not covered
Routine Eye Exam <ul style="list-style-type: none"> • Limited to one per calendar year. Excludes refractions. 	\$20 PCP or \$20 Specialist copay	Your plan pays 80%
Hearing Exams <ul style="list-style-type: none"> • Routine Hearing Exams covered to age 18 	\$20 PCP or \$20 Specialist copay	Your plan pays 80%

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Benefit	In-Network	Out-of-Network
Hearing Aid <ul style="list-style-type: none"> \$1,000 maximum per Calendar Year Includes testing and fitting of hearing aid devices covered at PCP or Specialist Office visit level Coverage through age 12 	Your plan pays 100%	Your plan pays 80%

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

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

Advanced Radiology Imaging (ARI) includes MRI, MRA, CAT Scan, PET Scan, etc...

Note: All lab and x-ray services, including ARI, provided at Inpatient Hospital are covered under Inpatient Hospital benefit

Benefit	Emergency Room / Urgent Care Facility		Outpatient Professional Services		*Ambulance	
	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
Emergency Care	\$75 per visit (copay waived if admitted)		Plan pays 100%		Plan pays 100%	
Urgent Care	\$20 per visit (copay waived if admitted)		Plan pays 100%		Not Applicable	

* Ambulance services used as non-emergency transportation (e.g., transportation from hospital back home) generally are not covered.

Benefit	Inpatient Hospital and Other Health Care Facilities		Outpatient Services	
	In-Network	Out-of-Network	In-Network	Out-of-Network
Hospice	Plan pays 100%	Plan pays 80%	Plan pays 100%	Plan pays 80%
Bereavement Counseling	Plan pays 100%	Plan pays 80%	Plan pays 100%	Plan pays 80%

Note: Services provided as part of Hospice Care Program

Benefit	Initial Visit to Confirm Pregnancy		Global Maternity Fee (All Subsequent Prenatal Visits, Postnatal Visits and Physician's Delivery Charges)		Office Visits in Addition to Global Maternity Fee (Performed by OB/GYN or Specialist)		Delivery - Facility (Inpatient Hospital, Birthing Center)			
	In-Network	Out-of- Network	In-Network	Out-of- Network	In-Network	Out-of- Network	In-Network	Out-of- Network		
Maternity	\$20 PCP or \$20 Specialist copay	Plan pays 80%	Plan pays 100%	Plan pays 80%	\$20 PCP or \$20 Specialist copay	Plan pays 80%	Covered same as plan's Inpatient Hospital benefit	Covered same as plan's Inpatient Hospital benefit		
Benefit	Physician's Office		Inpatient Facility		Outpatient Facility		Inpatient Professional Services		Outpatient Professional Services	
	In-Network	Out-of- Network	In-Network	Out-of- Network	In-Network	Out-of- Network	In-Network	Out-of- Network	In-Network	Out-of- Network
Abortion (Elective and non-elective procedures)	\$20 PCP or \$20 Specialist copay	Plan pays 80%	\$200 per admission copay, then plan pays 100%	\$200 per admission deductible, then plan pays 80%	\$10 per facility visit copay, then plan pays 100%	Plan pays 80%	Plan pays 100%	Plan pays 80%	Plan pays 100%	Plan pays 80%
Family Planning - Men's Services	\$20 PCP or \$20 Specialist copay	Plan pays 80%	\$200 per admission copay, then plan pays 100%	\$200 per admission deductible, then plan pays 80%	\$10 per facility visit copay, then plan pays 100%	Plan pays 80%	Plan pays 100%	Plan pays 80%	Plan pays 100%	Plan pays 80%
Includes surgical services, such as vasectomy (excludes reversals)										
Family Planning - Women's Services	Plan pays 100%	Plan pays 80%	Plan pays 100%	\$200 per admission deductible, then plan pays 80%	Plan pays 100%	Plan pays 80%	Plan pays 100%	Plan pays 80%	Plan pays 100%	Plan pays 80%
Includes surgical services, such as tubal ligation (excludes reversals) Contraceptive devices as ordered or prescribed by a physician.										
Infertility	\$20 PCP or \$20 Specialist copay	Plan pays 80%	\$200 per admission copay, then plan pays 100%	\$200 per admission deductible, then plan pays 80%	\$10 per facility visit copay, then plan pays 100%	Plan pays 80%	Plan pays 100%	Plan pays 80%	Plan pays 100%	Plan pays 80%
Infertility covered services: lab and radiology test, counseling, surgical treatment, includes artificial insemination and excludes in-vitro fertilization, GIFT, ZIFT, etc.										

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Benefit	Physician's Office		Inpatient Facility		Outpatient Facility		Inpatient Professional Services		Outpatient Professional Services	
	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
TMJ, Surgical and Non-Surgical	\$20 PCP or \$20 Specialist copay	Plan pays 80%	\$200 per admission copay, then plan pays 100%	\$200 per admission deductible, then plan pays 80%	\$10 per facility visit copay, then plan pays 100%	Plan pays 80%	Plan pays 100%	Plan pays 80%	Plan pays 100%	Plan pays 80%
Services provided on a case-by-case basis. Always excludes appliances & orthodontic treatment. Subject to medical necessity.										
Oral Surgery - Impacted Wisdom Teeth	\$20 PCP or \$20 Specialist copay	Plan pays 80%	\$200 per admission copay, then plan pays 100%	\$200 per admission deductible, then plan pays 80%	\$10 per facility visit copay, then plan pays 100%	Plan pays 80%	Plan pays 100%	Plan pays 80%	Plan pays 100%	Plan pays 80%
Bariatric Surgery	\$20 PCP or \$20 Specialist copay	Plan pays 80%	\$200 per admission copay, then plan pays 100%	\$200 per admission deductible, then plan pays 80%	\$10 per facility visit copay, then plan pays 100%	Plan pays 80%	Plan pays 100%	Plan pays 80%	Plan pays 100%	Plan pays 80%
Treatment of clinically severe obesity, as defined by the body mass index (BMI) is covered. The following are excluded:										
<ul style="list-style-type: none"> • medical and surgical services to alter appearances or physical changes that are the result of any surgery performed for the management of obesity or clinically severe (morbid) obesity. • weight loss programs or treatments, whether prescribed or recommended by a physician or under medical supervision 										
Benefit	Inpatient Hospital Facility			Inpatient Professional Services						
	Lifesource Facility In-Network	Non-Lifesource Facility In-Network	Out-of-Network	Lifesource Facility In-Network	Non-Lifesource Facility In-Network	Out-of-Network				
Organ Transplants	\$200 per admission copay	\$200 per admission copay, then plan pays 100%	\$200 per admission deductible, then plan pays 80%	Plan pays 100%	Plan pays 100%	Plan pays 80%				
Travel Maximum - Lifesource Facility: In-Network: \$10,000 maximum per Transplant										
Benefit	Inpatient		Outpatient - Physician's Office		Outpatient Facility					
	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network				
Mental Health	\$200 per admission copay, then plan pays 100%	\$200 per admission deductible, then plan pays 80%	\$20 copay	Plan pays 80%	Plan pays 100%	Plan pays 80%				
Substance Abuse	\$200 per admission copay, then plan pays 100%	\$200 per admission deductible, then plan pays 80%	\$20 copay	Plan pays 80%	Plan pays 100%	Plan pays 80%				

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Note: Detox is covered under medical

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

Mental Health and Substance Abuse Services

Mental Health/Substance Abuse Utilization Review, Case Management and Programs

Cigna Behavioral Advantage - Inpatient and Outpatient Management

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

Pharmacy

Pharmacy benefits not provided by Cigna

Additional Information

Case Management

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

Maximum Reimbursable Charge

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

Multiple Surgical Reduction

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

Additional Information

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

In Network: Coordinated by your physician

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

- \$100 penalty applied to hospital inpatient charges for failure to contact Cigna Healthcare to precertify admission.
- 50% reduction for any admission reviewed by Cigna Healthcare and not certified.
- 50% reduction for any additional days not certified by Cigna Healthcare.

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

Your Health First - 200

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

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

Holistic health support for the following chronic health conditions:

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

Definitions

Coinsurance - After you've reached your deductible, you and your plan share some of your medical costs. The portion of covered expenses you are responsible for is called Coinsurance.

Copay - A flat fee you pay for certain covered services such as doctor's visits or prescriptions.

Deductible - A flat dollar amount you must pay out of your own pocket before your plan begins to pay for covered services.

Out-of-Pocket Maximum - Specific limits for the total amount you will pay out of your own pocket before your plan coinsurance percentage no longer applies. Once you meet these maximums, your plan then pays 100 percent of the "Maximum Reimbursable Charges" or negotiated fees for covered services.

Prescription Drug List - The list of prescription brand and generic drugs covered by your pharmacy plan.

Transition of Care - Provides in-network health coverage to new customers when the customer's doctor is not part of the Cigna network and there are approved clinical reasons why the customer should continue to see the same doctor.

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Exclusions

What's Not Covered (not all-inclusive):

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

- Care for health conditions that are required by state or local law to be treated in a public facility.
- Care required by state or federal law to be supplied by a public school system or school district.
- Care for military service disabilities treatable through governmental services if you are legally entitled to such treatment and facilities are reasonably available.
- Treatment of an Injury or Sickness which is due to war, declared, or undeclared, riot or insurrection.
- Charges which you are not obligated to pay or for which you are not billed or for which you would not have been billed except that they were covered under this plan.
- Assistance in the activities of daily living, including but not limited to eating, bathing, dressing or other Custodial Services or self-care activities, homemaker services and services primarily for rest, domiciliary or convalescent care.
- For or in connection with experimental, investigational or unproven services.
- Any services and supplies for or in connection with experimental, investigational or unproven services. Experimental, investigational and unproven services do not include routine patient care costs related to qualified clinical trials as described in your plan document. Experimental, investigational and unproven services are medical, surgical, diagnostic, psychiatric, substance abuse or other health care technologies, supplies, treatments, procedures, drug therapies or devices that are determined by the Healthplan Medical Director to be: not demonstrated, through existing peer-reviewed, evidence-based scientific literature to be safe and effective for treating or diagnosing the condition or illness for which its use is proposed; or not approved by the U.S. Food and Drug Administration (FDA) or other appropriate regulatory agency to be lawfully marketed for the proposed use; or the subject of review or approval by an Institutional Review Board for the proposed use.
- Cosmetic surgery and therapies. Cosmetic surgery or therapy is defined as surgery or therapy performed to improve or alter appearance or self-esteem or to treat psychological symptomatology or psychosocial complaints related to one's appearance.
- The following services are excluded from coverage regardless of clinical indications: Acupressure; Dance therapy, Movement therapy; Applied kinesiology; Roling; Prolotherapy; and Extracorporeal shock wave lithotripsy (ESWL) for musculoskeletal and orthopedic conditions.
- Dental treatment of the teeth, gums or structures directly supporting the teeth, including dental X-rays, examinations, repairs, orthodontics, periodontics, casts, splints and services for dental malocclusion, for any condition. Charges made for services or supplies provided for or in connection with an accidental injury to sound natural teeth are covered provided a continuous course of dental treatment is started within six months of an accident. Sound natural teeth are defined as natural teeth that are free of active clinical decay, have at least 50% bony support and are functional in the arch.
- For medical and surgical services intended primarily for the treatment or control of obesity. However, treatment of clinically severe obesity, as defined by the body mass index (BMI) classifications of the National Heart, Lung and Blood Institute guideline is covered if the services are demonstrated, through peer-reviewed medical literature and scientifically based guidelines, to be safe and effective for treatment of the condition.
- Unless otherwise covered in this plan, for reports, evaluations, physical examinations, or hospitalization not required for health reasons including, but not limited to, employment, insurance or government licenses, and court-ordered, forensic or custodial evaluations.
- Court-ordered treatment or hospitalization, unless such treatment is prescribed by a Physician and listed as covered in this plan.
- Transsexual surgery including medical or psychological counseling and hormonal therapy in preparation for, or subsequent to, any such surgery.
- Any services or supplies for the treatment of male or female sexual dysfunction such as, but not limited to, treatment of erectile dysfunction (including penile implants), anorgasm, and premature ejaculation.
- Medical and Hospital care and costs for the infant child of a Dependent, unless this infant child is otherwise eligible under this plan.
- Nonmedical counseling or ancillary services, including but not limited to Custodial Services, education, training, vocational rehabilitation, behavioral training,

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Exclusions

- biofeedback, neurofeedback, hypnosis, sleep therapy, employment counseling, back school, return to work services, work hardening programs, driving safety, and services, training, educational therapy or other nonmedical ancillary services for learning disabilities, developmental delays or mental retardation.
- Therapy or treatment intended primarily to improve or maintain general physical condition or for the purpose of enhancing job, school, athletic or recreational performance, including but not limited to routine, long term, or maintenance care which is provided after the resolution of the acute medical problem and when significant therapeutic improvement is not expected.
 - Consumable medical supplies other than ostomy supplies and urinary catheters. Excluded supplies include, but are not limited to bandages and other disposable medical supplies, skin preparations and test strips, except as specified in the "Home Health Services" or "Breast Reconstruction and Breast Prostheses" sections of this plan.
 - Private Hospital rooms and/or private duty nursing except as provided under the Home Health Services provision.
 - Personal or comfort items such as personal care kits provided on admission to a Hospital, television, telephone, newborn infant photographs, complimentary meals, birth announcements, and other articles which are not for the specific treatment of an Injury or Sickness.
 - Artificial aids including, but not limited to, corrective orthopedic shoes, arch supports, elastic stockings, garter belts, corsets and dentures.
 - Aids or devices that assist with nonverbal communications, including but not limited to communication boards, prerecorded speech devices, laptop computers, desktop computers, Personal Digital Assistants (PDAs), Braille typewriters, visual alert systems for the deaf and memory books.
 - Eyeglass lenses and frames and contact lenses (except for the first pair of contact lenses for treatment of keratoconus or post cataract surgery).
 - Routine refractions, eye exercises and surgical treatment for the correction of a refractive error, including radial keratotomy.
 - All non-injectable prescription drugs, injectable prescription drugs that do not require Physician supervision and are typically considered self-administered drugs, nonprescription drugs, and investigational and experimental drugs, except as provided in this plan.
 - Routine foot care, including the paring and removing of corns and calluses or trimming of nails. However, services associated with foot care for diabetes and peripheral vascular disease are covered when Medically Necessary.
 - Membership costs or fees associated with health clubs, weight loss programs and smoking cessation programs.
 - Genetic screening or pre-implantations genetic screening. General population-based genetic screening is a testing method performed in the absence of any symptoms or any significant, proven risk factors for genetically linked inheritable disease.
 - Dental implants for any condition.
 - Fees associated with the collection or donation of blood or blood products, except for autologous donation in anticipation of scheduled services where in the utilization review Physician's opinion the likelihood of excess blood loss is such that transfusion is an expected adjunct to surgery.
 - Blood administration for the purpose of general improvement in physical condition.
 - Cost of biologicals that are immunizations or medications for the purpose of travel, or to protect against occupational hazards and risks.
 - Cosmetics, dietary supplements and health and beauty aids.
 - All nutritional supplements and formulae except for infant formula needed for the treatment of inborn errors of metabolism.
 - Medical treatment for a person age 65 or older, who is covered under this plan as a retiree, or their Dependent, when payment is denied by the Medicare plan because treatment was received from a nonparticipating provider.
 - Medical treatment when payment is denied by a Primary Plan because treatment was received from a nonparticipating provider.
 - For or in connection with an Injury or Sickness arising out of, or in the course of, any employment for wage or profit.
 - Telephone, e-mail, and Internet consultations, and telemedicine.
 - Massage therapy.
 - Hearing aids, including but not limited to semi-implantable hearing devices, audiant bone conductors and Bone Anchored Hearing Aids (BAHAs). A hearing aid is any device that amplifies sound. (except for Children through age 12)

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These are only the highlights

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

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APPENDIX C.2 – DENTAL CARE PLAN

***CIGNA Dental Benefit Summary
for Employees of City of Bridgeport***



Summary of Benefits

All deductibles, plan maximums, and service specific maximums (dollar and occurrence) cross accumulate between in and out of network.

Benefits	CIGNA Dental Care	CIGNA Dental PPO			
		In-Network	Out-of-Network		
Calendar Year Maximum (Class I, II and III expenses)	No Dollar Maximum	\$1,000	\$1,000		
Annual Deductible Individual Family	None None	\$25 per person \$75 per family	\$25 per person \$75 per family		
Reimbursement Levels**	Reduced, fixed charges for covered services, with no waiting periods and no missing tooth limitations.	Based on Reduced Contracted Fees	90th percentile of Reasonable and Customary Allowances		
	You Pay	Plan Pays	You Pay	Plan Pays	You Pay
Class I - Preventive & Diagnostic Care Oral Exams (Two per year) Routine Cleanings (Two per year) Full Mouth X-rays (One complete set every three years) Bitewing X-rays (Two per year) Panoramic X-ray (One every three years) Fluoride Application (One per year for persons under 19) Sealants (Limited to posterior teeth; one treatment per tooth every three years) Space Maintainers (Limited to non-orthodontic treatment) Emergency Care to Relieve Pain Histopathologic Exams	See the following pages for sample patient charges.	100%	No Charge	100%	No Charge
Class II - Basic Restorative Care Fillings Root Canal Therapy Osseous Surgery Periodontal Scaling and Root Planing Denture Adjustments and Repairs Oral Surgery – Simple Extractions Oral Surgery – all except simple extractions Anesthetics Surgical Extractions of Impacted Teeth Repairs to Bridges, Crowns and Inlays	See the following pages for sample patient charges.	80%*	20%*	80%*	20%*
Class III - Major Restorative Care Crowns Dentures Bridges	See the following pages for sample patient charges.	50%*	50%*	50%*	50%*
Class IV - Orthodontia	See the following two pages for sample patient charges.	Not covered	100% of your dentist's usual fees	Not covered	100% of your dentist's usual fees

Pretreatment review is available on a voluntary basis when extensive dental work in excess of \$200 is proposed.

* Subject to annual deductible

**For services provided by a CIGNA Dental PPO network dentist, CIGNA Dental will reimburse the dentist according to a Contracted Fee Schedule. For services provided by an out-of-network dentist, CIGNA Dental will reimburse according to Reasonable and Customary Allowances but the dentist may balance bill up to their usual fees.

APPENDIX C.2 – DENTAL CARE PLAN

CIGNA Dental Care®
(*DHMO)

More reasons to SMILE

F1-06

This *Overview* shows you a sampling of covered services and what you will pay with your CIGNA Dental Care Plan compared to what you would pay *without* coverage.

The Importance of Good Oral Care

Did you know that most preventive dental care has \$0 or low co-pay thus encouraging preventive care, which often catches minor problems before they become major and expensive to treat. And healthier gums may:

- Help reduce pre-term birth
- Lead to a healthier heart
- Help control blood sugar

Key Highlights of the CIGNA Dental Care Plan

This plan offers coverage for a wide range of services at a cost savings. Coverage includes:

- Preventive care (cleanings, x-rays, and more)
- Basic care (fillings, basic restorative work)
- Major services (bridges, crowns, root canals and more)

Key Features of the CIGNA Dental Care Plan

- NO waiting periods
- NO deductibles
- NO dollar maximums
- NO claim forms

See a *complete* list of covered services, descriptions, limitations and exclusions inside!

See *savings* below!

Code	Procedure Description	What You'll Pay	
		With CIGNA Dental Care	Without Dental Coverage*
D1110	Cleaning - Adult (Limit 1 Every 6 Months)	\$0.00	\$73.00
D0150	Comprehensive Oral Evaluation - New or Established Patient	\$0.00	\$59.00
D1203	Topical Fluoride Application - Child (Up to 19th Birthday) (Once in 6 Months)	\$0.00	\$27.00
D0210	X-Rays - Complete Series (including bitewings) (Limit 1 Every 3 Years)	\$0.00	\$100.00
D1351	Sealant - Per Tooth	\$0.00	\$43.00
D2150	Amalgam - Two Surfaces, Primary or Permanent	\$0.00	\$117.00
D2330	Resin-Based Composite - One Surface, Anterior	\$0.00	\$118.00
D2160	Amalgam - Three Surfaces, Primary or Permanent	\$0.00	\$142.00
D2391	Resin-Based Composite - One Surface, Posterior	\$40.00	\$128.00
D3310	Anterior Root Canal (Permanent Tooth) (Excluding Final Restoration)	\$10.00	\$595.00
D3330	Molar Root Canal (Permanent Tooth) (Excluding Final Restoration)	\$230.00	\$868.00
D8080	Comprehensive Orthodontic Treatment of the Adolescent Dentition (Banding)	\$425.00	\$1,104.00
D8660	Pre-Orthodontic Treatment Visit	\$55.00	\$85.00
D8670	Periodic Orthodontic Treatment Visit (As Part of Contract)	\$1,800.00	\$3,565.00
D8680	Orthodontic Retention (Removal of Appliances, Construction and Placement of Retainer(s))	\$315.00	\$496.00
D8999	Unspecified Orthodontic Procedure, By Report (Orthodontic Treatment Plan and Records)	\$160.00	\$242.00
D4341	Periodontal Scaling and Root Planing, Four or More Teeth or Bounded Teeth Spaces Per Quadrant (Limit 4 Quadrants per Consecutive 12 Months)	\$80.00	\$184.00
D7210	Surgical Removal of Erupted Tooth - Removal of Bone and/or Section of Tooth	\$15.00	\$207.00
D7140	Extraction, Erupted Tooth or Exposed Root (Elevation and/or Forceps Removal)	\$10.00	\$119.00
D7240	Removal of Impacted Tooth - Completely Bony	\$100.00	\$378.00
D7241	Removal of Impacted Tooth - Completely Bony, Unusual Complications	\$100.00	\$442.00
D5214	Lower Partial Denture - Metal (Including Clasps, Rests and Teeth)	\$490.00	\$1,197.00
D2750	Crown - Porcelain Fused to High Noble Metal	\$360.00	\$859.00
D6750	Crown - Porcelain Fused to High Noble Metal	\$360.00	\$844.00
D6240	Pontic - Porcelain Fused to High Noble Metal	\$360.00	\$835.00
Grand Total		\$4,910.00	\$12,827.00
Total Savings with CIGNA Dental Care		\$7,917.00	

*Estimated costs without dental coverage are based on Connecticut General Life Insurance Company analysis on average charge for each dental procedure based on geographic distribution of CIGNA Dental Care membership and national claims analysis, prepared March 2006. Actual charges without dental coverage may differ from your area charges or local dentist's fees.

APPENDIX C.2 – DENTAL CARE PLAN

F1-06

Patient Charge Schedule

This Patient Charge Schedule lists the benefits of the Dental Plan including covered procedures and patient charges.

Important Highlights

- This Patient Charge Schedule applies only when covered dental services are performed by your Network Dentist, unless otherwise authorized by CIGNA Dental as described in your plan documents.
- This Patient Charge Schedule applies to Specialty Care when an appropriate referral is made to a Network Specialty Periodontist, Orthodontist or Oral Surgeon. You must verify with the Network Specialty Dentist that your treatment plan has been authorized for payment by CIGNA Dental. Prior authorization is not required for specialty referrals for Pediatric and Endodontic services. You may select a Network Pediatric Dentist for your child under the age of 7 by calling Member Services at 1.800.CIGNA24 to get a list of Network Pediatric Dentists in your area. Coverage for treatment by a Pediatric Dentist ends on your child's 7th birthday; however, exceptions for medical reasons may be considered on an individual basis. Your Network General Dentist will provide care upon your child's 7th birthday.
- Procedures NOT listed on this Patient Charge Schedule are NOT covered and are the patient's responsibility at the dentist's usual fees.
- The administration of I.V. sedation, general anesthesia, and/or Nitrous Oxide is not covered except as specifically listed on this Patient Charge Schedule. The application of local anesthetic is covered as part of your dental treatment.
- This Patient Charge Schedule is subject to annual change in accordance with the terms of the group agreement.
- Procedures listed on the Patient Charge Schedule are subject to the plan limitations and exclusions described in your plan book/certificate of coverage and/or group contract.
- All patient charges must correspond to the Patient Charge Schedule in effect on the date the procedure is initiated.
- The American Dental Association may periodically change CDT Codes or definitions. Different codes may be used to describe these covered procedures.

CIGNA DENTAL CARE	PATIENT CHARGE SCHEDULE	F1-06
Code	Procedure Description	Patient Charge
	DIAGNOSTIC/PREVENTIVE	
D9310	Consultation (Normally Not The Same Dentist Who Provides The Treatment)	\$0.00
D9430	Office Visit for Observation - No Other Services Performed	\$0.00
D9450	Case Presentation, Detailed and Extensive Treatment Planning	\$0.00
D0120	Periodic Oral Evaluation	\$0.00
D0140	Limited Oral Evaluation - Problem Focused	\$0.00
D0150	Comprehensive Oral Evaluation - New or Established Patient	\$0.00
D0170	Re-evaluation - Problem Focused (Not Post-Operative Visit)	\$0.00
D0210	X-Rays - Complete Series (including bitewings) (Limit 1 Every 3 Years)	\$0.00
D0220	X-Rays Intraoral Periapical, First Film	\$0.00
D0230	X-Rays Intraoral Periapical, Each Additional Film	\$0.00
D0240	X-Rays Intraoral - Occlusal Film	\$0.00
D0270	X-Rays (Bitewing) - Single Film	\$0.00
D0272	X-Rays (Bitewings) - Two Films	\$0.00
D0274	X-Rays (Bitewings) - Four Films	\$0.00
D0277	X-Rays (Bitewings, Vertical) - 7 to 8 Films	\$0.00
D0330	X-Rays (Panoramic Film) - (Limit 1 every 3 years)	\$0.00
D0431	Oral Cancer Screening Using a Special Light Source	\$50.00
D0460	Pulp Vitality Tests	\$10.00
D0470	Diagnostic Casts	\$0.00
D0472	Pathology Report - Gross Examination of Lesion	\$0.00
D0473	Pathology Report - Microscopic Examination of Lesion	\$0.00
D0474	Pathology Report - Microscopic Examination of Lesion and Area	\$0.00
D1110	Cleaning - Adult (Limit 1 Every 6 Months)	\$0.00
	(Additional Cleaning, In Addition to the One Allowed Every 6 Months)	\$45.00

APPENDIX C.2 – DENTAL CARE PLAN

Code	Procedure Description	Patient Charge
D1120	Cleaning - Child (Limit 1 Every 6 Months)	\$0.00
	(Additional Cleaning, In Addition to the One Allowed Every 6 Months)	\$30.00
D1203	Topical Fluoride Application - Child (Up to 19th Birthday) (Once in 6 Months)	\$0.00
D1330	Oral Hygiene Instructions	\$0.00
D1351	Sealant - Per Tooth	\$0.00
D1510	Space Maintainer - Fixed Unilateral	\$0.00
D1515	Space Maintainer - Fixed Bilateral	\$0.00
	RESTORATIVE (Fillings)	
D2140	Amalgam - One Surface, Primary or Permanent	\$0.00
D2150	Amalgam - Two Surfaces, Primary or Permanent	\$0.00
D2160	Amalgam - Three Surfaces, Primary or Permanent	\$0.00
D2161	Amalgam - Four or More Surfaces, Primary or Permanent	\$0.00
D2330	Resin-Based Composite - One Surface, Anterior	\$0.00
D2331	Resin-Based Composite - Two Surfaces, Anterior	\$0.00
D2332	Resin-Based Composite - Three Surfaces, Anterior	\$0.00
D2335	Resin-Based Composite - Four or More Surfaces or Involving Incisal Angle (Anterior)	\$75.00
D2390	Resin-Based Composite Crown, Anterior	\$50.00
D2391	Resin-Based Composite - One Surface, Posterior	\$40.00
D2392	Resin-Based Composite - Two Surfaces, Posterior	\$50.00
D2393	Resin-Based Composite - Three Surfaces, Posterior	\$70.00
D2394	Resin-Based Composite - Four or More Surfaces, Posterior	\$95.00
	CROWN AND BRIDGE All charges for crown and bridge are per unit (each replacement or supporting tooth equals one unit) - Replacement limit 1 every 5 years.	
D2510	Inlay - Metallic - One Surface	\$320.00
D2520	Inlay - Metallic - Two Surfaces	\$320.00
D2530	Inlay - Metallic - Three or More Surfaces	\$320.00
D2542	Onlay - Metallic - Two Surfaces	\$370.00
D2543	Onlay - Metallic - Three Surfaces	\$370.00
D2544	Onlay - Metallic - Four or More Surfaces	\$370.00
D2740	Crown - Porcelain/Ceramic Substrate	\$395.00
D2750	Crown - Porcelain Fused to High Noble Metal	\$360.00
D2751	Crown - Porcelain Fused to Predominantly Base Metal	\$315.00
D2752	Crown - Porcelain Fused to Noble Metal	\$335.00
D2780	Crown - 3/4 Cast High Noble Metal	\$360.00
D2781	Crown - 3/4 Cast Predominantly Base Metal	\$315.00
D2782	Crown - 3/4 Cast Noble Metal	\$335.00
D2790	Crown - Full Cast High Noble Metal	\$360.00
D2791	Crown - Full Cast Predominantly Base Metal	\$315.00
D2792	Crown - Full Cast Noble Metal	\$335.00
D2794	Crown - Titanium	\$360.00
D2910	Recement Inlay, Onlay or Veneer	\$10.00
D2915	Recement Cast or Prefabricated Post and Core	\$10.00
D2920	Recement Crown	\$10.00
D2930	Prefabricated Stainless Steel Crown - Primary Tooth	\$10.00
D2931	Prefabricated Stainless Steel Crown - Permanent Tooth	\$10.00
D2932	Prefabricated Resin Crown	\$95.00
D2933	Prefabricated Stainless Steel Crown with Resin Window	\$100.00
D2934	Prefabricated Esthetic Coated Stainless Steel Crown - Primary Tooth	\$100.00
D2940	Sedative Filling	\$10.00
D2950	Core Buildup, Including Any Pins	\$85.00
D2951	Pin Retention - Per Tooth, In Addition to Restoration	\$15.00
D2952	Cast Post and Core, In Addition to Crown	\$120.00

APPENDIX C.2 – DENTAL CARE PLAN

Code	Procedure Description	Patient Charge
D2954	Prefabricated Post and Core In Addition to Crown	\$100.00
D2960	Labial Veneer (Resin Laminate) - Chairside	\$90.00
D6210	Pontic - Cast High Noble Metal	\$360.00
D6211	Pontic - Cast Predominantly Base Metal	\$315.00
D6212	Pontic - Cast Noble Metal	\$335.00
D6214	Pontic Titanium	\$360.00
D6240	Pontic - Porcelain Fused to High Noble Metal	\$360.00
D6241	Pontic - Porcelain Fused to Predominantly Base Metal	\$315.00
D6242	Pontic - Porcelain Fused to Noble Metal	\$335.00
D6245	Pontic - Porcelain/Ceramic	\$350.00
D6602	Inlay - Cast High Noble Metal, Two Surfaces	\$360.00
D6603	Inlay - Cast High Noble Metal, Three or More Surfaces	\$360.00
D6604	Inlay - Cast Predominantly Base Metal, Two Surfaces	\$315.00
D6605	Inlay - Cast Predominantly Base Metal, Three or More Surfaces	\$315.00
D6606	Inlay - Cast Noble Metal, Two Surfaces	\$335.00
D6607	Inlay - Cast Noble Metal, Three or More Surfaces	\$335.00
D6610	Onlay - Cast High Noble Metal, Two Surfaces	\$360.00
D6611	Onlay - Cast High Noble Metal, Three or More Surfaces	\$360.00
D6612	Onlay - Cast Predominantly Base Metal, Two Surfaces	\$315.00
D6613	Onlay - Cast Predominantly Base Metal, Three or More Surfaces	\$315.00
D6614	Onlay - Cast Noble Metal, Two Surfaces	\$335.00
D6615	Onlay - Cast Noble Metal, Three or More Surfaces	\$335.00
D6624	Inlay Titanium	\$360.00
D6634	Onlay Titanium	\$360.00
D6740	Crown - Porcelain/Ceramic	\$395.00
D6750	Crown - Porcelain Fused to High Noble Metal	\$360.00
D6751	Crown - Porcelain Fused to Predominantly Base Metal	\$315.00
D6752	Crown - Porcelain Fused to Noble Metal	\$335.00
D6780	Crown - 3/4 Cast High Noble Metal	\$360.00
D6781	Crown - 3/4 Cast Predominantly Base Metal	\$315.00
D6782	Crown - 3/4 Cast Noble Metal	\$335.00
D6790	Crown - Full Cast High Noble Metal	\$360.00
D6791	Crown - Full Cast Predominantly Base Metal	\$315.00
D6792	Crown - Full Cast Noble Metal	\$335.00
D6794	Crown Titanium	\$360.00
	Complex Rehabilitation - ADDITIONAL CHARGE PER UNIT FOR MULTIPLE CROWN UNITS/COMPLEX REHABILITATION (6 OR MORE UNITS OF CROWN AND/OR BRIDGE IN SAME TREATMENT PLAN REQUIRES COMPLEX REHABILITATION FOR EACH UNIT - ASK YOUR DENTIST FOR THE GUIDELINES)	\$125.00
D6930	Recement Fixed Partial Denture	\$10.00
	ENDODONTICS (Root Canal Treatment, Excluding Final Restorations)	
D3110	Pulp Cap - Direct (Excluding Final Restoration)	\$10.00
D3120	Pulp Cap - Indirect (Excluding Final Restoration)	\$10.00
D3220	Pulpotomy - Removal of Pulp, Not Part of a Root Canal	\$15.00
D3221	Pulpal Debridement (Not to be used when root canal is done on the same day)	\$15.00
D3310	Anterior Root Canal (Permanent Tooth) (Excluding Final Restoration)	\$10.00
D3320	Bicuspid Root Canal (Permanent Tooth) (Excluding Final Restoration)	\$25.00
D3330	Molar Root Canal (Permanent Tooth) (Excluding Final Restoration)	\$230.00
D3331	Treatment of Root Canal Obstruction; Non-Surgical Access	\$10.00
D3332	Incomplete Endodontic Therapy; Inoperable or Fractured Tooth	\$10.00
D3333	Internal Root Repair of Perforation Defects	\$10.00
D3346	Retreatment of Previous Root Canal Therapy Anterior	\$10.00
D3347	Retreatment of Previous Root Canal Therapy Bicuspid	\$25.00
D3348	Retreatment of Previous Root Canal Therapy Molar	\$280.00

APPENDIX C.2 – DENTAL CARE PLAN

Code	Procedure Description	Patient Charge
D3410	Apicoectomy/Periradicular Surgery Anterior	\$115.00
D3421	Apicoectomy/Periradicular Surgery - Bicuspid (First Root)	\$140.00
D3425	Apicoectomy/Periradicular Surgery - Molar (First Root)	\$165.00
D3426	Apicoectomy/Periradicular Surgery (Each Additional Root)	\$45.00
D3430	Retrograde Filling - Per Root	\$30.00
	PERIODONTICS (Treatment of Supporting Tissues [Gum and Bone] of the Teeth)	
D0180	Comprehensive Periodontal Evaluation - New or Established Patient	\$35.00
D4210	Gingivectomy or Gingivoplasty - 4 or More Teeth, Per Quadrant	\$165.00
D4211	Gingivectomy or Gingivoplasty - 1 to 3 Teeth, Per Quadrant	\$80.00
D4240	Gingival Flap, Including Root Planing - 4 or More Teeth, Per Quadrant	\$215.00
D4241	Gingival Flap, Including Root Planing - 1 to 3 Teeth, Per Quadrant	\$115.00
D4245	Apically Positioned Flap	\$215.00
D4249	Clinical Crown Lengthening - Hard Tissue	\$235.00
D4260	Osseous Surgery - 4 or More Teeth or Bounded Spaces, Per Quadrant	\$390.00
D4261	Osseous Surgery - 1 to 3 Teeth, Per Quadrant	\$205.00
D4263	Bone Replacement Graft - First Site in Quadrant	\$260.00
D4264	Bone Replacement Graft - Each Additional Site in Quadrant	\$200.00
D4266	Guided Tissue Regeneration - Resorbable Barrier, Per Site	\$340.00
D4267	Guided Tissue Regeneration - Nonresorbable Barrier, Per Site (Includes Membrane Removal)	\$385.00
D4270	Pedicle Soft Tissue Graft Procedure	\$290.00
D4271	Free Soft Tissue Graft Procedure (Including Donor Site Surgery)	\$290.00
D4275	Soft Tissue Allograft	\$290.00
D4341	Periodontal Scaling and Root Planing, Four or More Teeth or Bounded Teeth Spaces Per Quadrant (Limit 4 Quadrants per Consecutive 12 Months)	\$80.00
D4342	Periodontal Scaling and Root Planing- One to Three Teeth, Per Quadrant (Limit 4 Quadrants per Consecutive 12 Months)	\$40.00
D4355	Full Mouth Debridement to Allow Evaluation and Diagnosis (1 Per Lifetime)	\$65.00
D4381	Localized Delivery of Chemotherapeutic Agents, Per Tooth, By Report	\$25.00
D4910	Periodontal Maintenance (Limit of 2 Within the First 12 Months After Active Therapy)	\$50.00
D9940	Occlusal Guard - By Report	\$185.00
D9951	Occlusal Adjustment Limited	\$40.00
D9952	Occlusal Adjustment Complete	\$190.00
	PROSTHETICS (Removable Tooth Replacement - Dentures) (Includes Up to 4 Adjustments Within First 6 Months After Insertion - Replacement Limit 1 Every 5 Years)	
D5110	Full Upper Denture	\$425.00
D5120	Full Lower Denture	\$425.00
D5130	Immediate Full Upper Denture	\$425.00
D5140	Immediate Full Lower Denture	\$425.00
D5211	Upper Partial Denture - Resin Base (Including Clasps, Rests and Teeth)	\$315.00
D5212	Lower Partial Denture - Resin Base (Including Clasps, Rests and Teeth)	\$315.00
D5213	Upper Partial Denture - Metal (Including Clasps, Rests and Teeth)	\$490.00
D5214	Lower Partial Denture - Metal (Including Clasps, Rests and Teeth)	\$490.00
D5225	Upper Partial Denture - Flexible (Including Clasps, Rests and Teeth)	\$315.00
D5226	Lower Partial Denture - Flexible (Including Clasps, Rests and Teeth)	\$315.00
D5410	Adjust Complete Denture Upper	\$30.00
D5411	Adjust Complete Denture Lower	\$30.00
D5421	Adjust Partial Denture Upper	\$30.00
D5422	Adjust Partial Denture Lower	\$30.00
	REPAIRS TO PROSTHETICS	
D5510	Repair Broken Complete Denture Base	\$50.00
D5520	Replace Missing or Broken Teeth - Complete Denture (Each Tooth)	\$50.00

APPENDIX C.2 – DENTAL CARE PLAN

Code	Procedure Description	Patient Charge
D5610	Repair Resin Denture Base	\$50.00
D5630	Repair or Replace Broken Clasp	\$65.00
D5640	Replace Broken Teeth - Per Tooth	\$50.00
D5650	Add Tooth to Existing Partial Denture	\$50.00
D5660	Add Clasp to Existing Partial Denture	\$65.00
	DENTURE RELINING (Limit 1 Every 36 Months)	
D5710	Rebase Complete Upper Denture	\$155.00
D5711	Rebase Complete Lower Denture	\$155.00
D5720	Rebase Upper Partial Denture	\$155.00
D5721	Rebase Lower Partial Denture	\$155.00
D5730	Reline Complete Upper Denture (Chairside)	\$10.00
D5731	Reline Complete Lower Denture (Chairside)	\$10.00
D5740	Reline Upper Partial Denture (Chairside)	\$10.00
D5741	Reline Lower Partial Denture (Chairside)	\$10.00
D5750	Reline Complete Upper Denture (Laboratory)	\$130.00
D5751	Reline Complete Lower Denture (Laboratory)	\$130.00
D5760	Reline Upper Partial Denture (Laboratory)	\$130.00
D5761	Reline Lower Partial Denture (Laboratory)	\$130.00
	INTERIM DENTURES (Limit 1 Every 5 years)	
D5810	Interim Complete Denture (Upper)	\$225.00
D5811	Interim Complete Denture (Lower)	\$225.00
D5820	Interim Partial Denture (Upper)	\$180.00
D5821	Interim Partial Denture (Lower)	\$180.00
	ORAL SURGERY (Includes Routine Post-Operative Treatment) <i>Surgical Removal of Impacted Tooth - Not Covered for Ages Below 15 Unless Pathology (Disease) Exists.</i>	
D7111	Extraction of Coronal Remnants - Deciduous Tooth	\$10.00
D7140	Extraction, Erupted Tooth or Exposed Root (Elevation and/or Forceps Removal)	\$10.00
D7210	Surgical Removal of Erupted Tooth - Removal of Bone and/or Section of Tooth	\$15.00
D7220	Removal of Impacted Tooth - Soft Tissue	\$15.00
D7230	Removal of Impacted Tooth - Partially Bony	\$55.00
D7240	Removal of Impacted Tooth - Completely Bony	\$100.00
D7241	Removal of Impacted Tooth - Completely Bony, Unusual Complications	\$100.00
D7250	Surgical Removal of Residual Tooth Roots (Cutting Procedure)	\$15.00
D7260	Oroantral Fistula Closure	\$100.00
D7261	Primary Closure of a Sinus Perforation	\$100.00
D7270	Tooth Stabilization of Accidentally Evulsed or Displaced Tooth	\$10.00
D7280	Surgical Access of an Unerupted Tooth (Excluding Wisdom Teeth)	\$10.00
D7283	Placement of Device to Facilitate Eruption of Impacted Tooth	\$5.00
D7285	Biopsy of Oral Tissue - Hard (Bone, Tooth) (Tooth Related - Not allowed when in conjunction with another surgical procedure)	\$70.00
D7286	Biopsy of Oral Tissue - Soft (All Others) (Tooth Related - Not allowed when in conjunction with another surgical procedure)	\$60.00
D7288	Brush Biopsy - Transepithelial Sample Collection	\$60.00
D7310	Alveoloplasty with Extractions - Per Quadrant	\$10.00
D7311	Alveoloplasty with Extractions - Localized, Per Quadrant	\$5.00
D7320	Alveoloplasty not in Conjunction with Extractions - Per Quadrant	\$10.00
D7321	Alveoloplasty not in Conjunction with Extractions - Localized, Per Quadrant	\$5.00
D7450	Removal of Benign Odontogenic Cyst or Tumor - Up to 1.25cm	\$10.00
D7451	Removal of Benign Odontogenic Cyst or Tumor - Greater Than 1.25cm	\$10.00
D7471	Removal of Lateral Exostosis (Maxilla or Mandible)	\$10.00
D7472	Removal of Torus Palatinus	\$10.00
D7473	Removal of Torus Mandibularis	\$10.00

APPENDIX C.2 – DENTAL CARE PLAN

Code	Procedure Description	Patient Charge
D7485	Surgical Reduction of Osseous Tuberosity	\$10.00
D7510	Incision and Drainage of Abscess - Intraoral Soft Tissue	\$10.00
D7511	Incision and Drainage of Abscess - Intraoral Soft Tissue Complicated	\$15.00
D7960	Frenulectomy (Frenectomy or Frenotomy) - Separate procedure	\$10.00
D7963	Frenuloplasty	\$15.00
	ORTHODONTICS (Tooth Movement) Orthodontic Treatment (Maximum benefit of 24 months of interceptive and/or comprehensive treatment. Atypical cases or cases beyond 24 months require an additional payment by the patient.)	
D8050	Interceptive Orthodontic Treatment of the Primary Dentition (Banding)	\$395.00
D8060	Interceptive Orthodontic Treatment of the Transitional Dentition (Banding)	\$395.00
D8070	Comprehensive Orthodontic Treatment of the Transitional Dentition (Banding)	\$425.00
D8080	Comprehensive Orthodontic Treatment of the Adolescent Dentition (Banding)	\$425.00
D8090	Comprehensive Orthodontic Treatment of the Adult Dentition (Banding)	\$425.00
D8660	Pre-Orthodontic Treatment Visit	\$55.00
D8670	Periodic Orthodontic Treatment Visit (As Part of Contract)	
	Children (Up to 19 th Birthday): 24 Month Treatment Fee	\$1800.00
	Charge Per Month for 24 Months	\$75.00
	Adults: 24 Month Treatment Fee	\$2400.00
	Charge Per Month for 24 Months	\$100.00
D8680	Orthodontic Retention (Removal of Appliances, Construction and Placement of Retainer(s))	\$315.00
D8999	Unspecified Orthodontic Procedure, By Report (Orthodontic Treatment Plan and Records)	\$160.00
	GENERAL ANESTHESIA/IV SEDATION - General Anesthesia is covered when performed by an oral surgeon when medically necessary for covered procedures listed on the Patient Charge Schedule. IV Sedation is covered when performed by a periodontist or oral surgeon when medically necessary for covered procedures listed on the Patient Charge Schedule. Plan limitation for this benefit is one hour per appointment.	
D9220	General Anesthesia - First 30 Minutes	\$145.00
D9221	General Anesthesia - Additional 15 Minutes	\$65.00
D9241	I.V. Conscious Sedation - First 30 Minutes	\$145.00
D9242	I.V. Conscious Sedation - Additional 15 Minutes	\$65.00
	EMERGENCY SERVICES	
D9110	Palliative (Emergency) Treatment of Dental Pain - Minor Procedure	\$0.00
D9440	Office Visit - After Regularly Scheduled Hours	\$60.00

After your enrollment is effective:

Call the dental office identified in your Welcome Kit. If you wish to change dental offices, a transfer can be arranged at no charge by calling CIGNA Dental at the toll free number listed on your ID card or plan materials. Multiple ways to locate a DHMO network general dentist:

- On-line provider directory at www.cigna.com
- On-line provider directory on myCIGNA.com
- Call the number located on your ID card to:
 - Use the Dental Office Locator via Speech Recognition
 - Speak to a Customer Service Representative

APPENDIX C.2 – DENTAL CARE PLAN

EMERGENCY: If you have a dental emergency as defined in your groups plan documents, contact your Network General Dentist as soon as possible. If you are out of your service area or unable to contact your Network Office, emergency care can be rendered by any licensed dentist. Definitive treatment (e.g., root canal) is not considered emergency care and should be performed or referred by your Network General Dentist. Consult your groups plan documents for a complete definition of dental emergency, your emergency benefit and a listing of Exclusions and Limitations.

This may contain CDT Codes and/or portions of, or excerpts from the Nomenclature contained within the Current Dental Terminology, a copyrighted publication provided by the American Dental Association. The American Dental Association does not endorse any codes which are not included in its current publication.

“*DHMO” is used to refer to product designs that may differ by state of residence of enrollee, including but not limited to, prepaid plans, managed care plans, and plans with open access features.

CIGNA Dental refers to the following operating subsidiaries of CIGNA Corporation: Connecticut General Life Insurance Company, and CIGNA Dental Health, Inc., and its operating subsidiaries and affiliates. The CIGNA Dental Care plan is provided by CIGNA Dental Health Plan of Arizona, Inc., CIGNA Dental Health of California, Inc., CIGNA Dental Health of Colorado, Inc., CIGNA Dental Health of Delaware, Inc., CIGNA Dental Health of Florida, Inc., a Prepaid Limited Health Services Organization licensed under Chapter 636, Florida Statutes, CIGNA Dental Health of Kansas, Inc. (Kansas and Nebraska), CIGNA Dental Health of Kentucky, Inc., CIGNA Dental Health of Maryland, Inc., CIGNA Dental Health of Missouri, Inc., CIGNA Dental Health of New Jersey, Inc., CIGNA Dental Health of North Carolina, Inc., CIGNA Dental Health of Ohio, Inc., CIGNA Dental Health of Pennsylvania, Inc., CIGNA Dental Health of Texas, Inc., and CIGNA Dental Health of Virginia, Inc. In other states, the CIGNA Dental Care plan is underwritten by Connecticut General Life Insurance Company or CIGNA HealthCare of Connecticut, Inc. and administered by CIGNA Dental Health, Inc.

APPENDIX C.2 – DENTAL CARE PLAN

CIGNA Dental Care Exclusions and Limitations

This Fee Overview highlights some of the benefits available under your plan. A complete description regarding the terms of coverage, exclusions and limitation, including benefits will be provided in your insurance certificate or plan description. In case of discrepancy between this Fee Overview and your plan documents, the plan documents will prevail.

Exclusions and Limitations

Listed below are limitations on services covered by your Dental Plan:

1. **Frequency** - The frequency of certain Covered Services, like cleanings, is limited. Your Patient Charge Schedule lists any limitations on frequency.
2. **Specialty Care** - Except for Pediatric Dentistry and Endodontics, payment authorization is required for coverage of services performed by a Network Specialty Dentist.
3. **Pediatric Dentistry** - Coverage for treatment by a Pediatric Dentist ends on your child's 7th birthday; however, exceptions for medical reasons may be considered on an individual basis. Your Network General Dentist will provide care after your child's 7th birthday.
4. **Oral Surgery** - The surgical removal of an impacted wisdom tooth may not be covered if the tooth is not diseased or if the removal is only for orthodontic reasons. Your Patient Charge Schedule lists any limitations on oral surgery.

Exclusions

Listed below are the services or expenses which are NOT covered under your Dental Plan and which are your responsibility at the dentist's Usual Fees. There is no coverage for:

1. Services not listed on the Patient Charge Schedule.
2. Services provided by a non-Network Dentist without CIGNA Dental's prior approval (except emergencies, as described in your plan documents).
3. Services related to an injury or illness paid under workers' compensation, occupational disease or similar laws.
4. Services provided or paid by or through a federal or state governmental agency or authority, political subdivision or a public program, other than Medicaid.
5. Services required while serving in the armed forces of any country or international authority or relating to a declared or undeclared war or acts of war.
6. Cosmetic dentistry or cosmetic dental surgery (dentistry or dental surgery performed solely to improve appearance) unless specifically listed on your Patient Charge Schedule.
7. General anesthesia, sedation and nitrous oxide, unless specifically listed on your Patient Charge Schedule. When listed on your Patient Charge Schedule, general anesthesia and IV sedation are covered when medically necessary and provided in conjunction with Covered Services performed by an Oral Surgeon or Periodontist. (Maryland residents: General anesthesia is covered when medically necessary and authorized by your physician.)
8. Prescription drugs.
9. Procedures, appliances or restorations if the main purpose is to: a. change vertical dimension (degree of separation of the jaw when teeth are in contact); b. diagnose or treat abnormal conditions of the temporomandibular joint (TMJ), unless TMJ therapy is specifically listed on your Patient Charge Schedule; or, if your Patient Charge Schedule ends in "-04" or higher, c. restore teeth which have been damaged by attrition, abrasion, erosion and/or abfraction. (California residents: The word "attrition" is modified as follows: except for medically necessary treatment where functionality of teeth has been impaired.)
10. Replacement of fixed and/or removable appliances that have been lost, stolen, or damaged due to patient abuse, misuse or neglect.
11. Services associated with the placement or prosthodontic restoration of a dental implant.
12. Services considered to be unnecessary or experimental in nature. (California and Maryland residents: This exclusion should read "Services considered to be unnecessary." Pennsylvania residents: This exclusion should read "Services considered experimental in nature".)
13. Procedures or appliances for minor tooth guidance or to control harmful habits.
14. Hospitalization, including any associated incremental charges for dental services performed in a hospital. (Benefits are available for Network Dentist charges for Covered Services performed at a hospital. Other associated charges are not covered and should be submitted to the medical carrier for benefit determination.)
15. Services to the extent you or your enrolled Dependent are compensated under any group medical plan, no-fault auto insurance policy, or uninsured motorist policy. (Arizona and Pennsylvania residents: Coverage for covered services to the extent compensated under group medical plan, no fault auto insurance policies or uninsured motorist policies is not excluded. Kentucky and North Carolina residents: Services compensated under no-fault auto insurance policies or uninsured motorist policies are not excluded. Maryland residents: Services compensated under group medical plans are not excluded.)
16. The completion of crown and bridge, dentures or root canal treatment already in progress on the effective date of your CIGNA Dental coverage. (Texas residents: Pre-existing conditions, including the completion of crown and bridge, dentures or root canal treatment already in progress on the effective date of your coverage, are not excluded, if otherwise covered under your Patient Charge Schedule.)

In addition to the above, if your Patient Charge Schedule number ends in "-04" or a higher number, there is no coverage for the following:

17. Crowns and bridges used solely for splinting.
18. Resin bonded retainers and associated pontics.

Pre-existing conditions are not excluded if the procedures involved are otherwise covered under your Patient Charge Schedule.

For information on this plan, call Customer Service at 1.800.CIGNA24 (1.800.244.6224).

You can locate a participating provider by visiting www.cigna.com.

APPENDIX C.2 – DENTAL CARE PLAN

CIGNA Dental Exclusions and Limitations

Exclusions

Covered expenses will not include, and no payment will be made for, expenses incurred for:

- Services performed solely for cosmetic reasons;
- Replacement of a lost or stolen appliance;
- Replacement of a bridge, crown or denture within five years after the date it was originally installed unless: (a) such replacement is made necessary by the placement of an original opposing full denture or the necessary extraction of natural teeth; or (b) the bridge, crown or denture, while in the mouth, has been damaged beyond repair as a result of an injury received while a person is insured for these benefits;
- Any replacement of a bridge, crown or denture which is or can be made useable according to common dental standards;
- Procedures, appliances or restorations (except full dentures) whose main purpose is to (a) change vertical dimension; (b) diagnose or treat conditions or dysfunction of the temporomandibular joint; (c) stabilize periodontally involved teeth; or (d) restore occlusion;
- Porcelain or acrylic veneers of crowns or pontics on or replacing the upper and lower first, second or third molars;
- Bite registrations; precision or semi-precision attachments; or splinting;
- A surgical implant of any type;
- Instruction for plaque control, oral hygiene and diet;
- Dental services that do not meet common dental standards;
- Services that are deemed to be medical services;
- Services and supplies received from a hospital;
- Services for which benefits are not payable according to the "General Limitations" section.

In addition, these benefits will be reduced so that the total payment will not be more than 100% of the charge made for the Dental Service if benefits are provided for that service under this plan and any medical expense plan or prepaid treatment program sponsored or made available by your Employer.

General Limitations

No payment will be made for expenses incurred for you or any one of your Dependents:

- For or in connection with an injury arising out of, or in the course of, any employment for wage or profit;
- For or in connection with a sickness which is covered under any workers' compensation or similar law;
- For charges made by a Hospital owned or operated by or which provides care or performs services for the United States Government, if such charges are directly related to a military service connected condition;
- To the extent that payment is unlawful where the person resides when the expenses are incurred;
- For charges which the person is not legally required to pay;
- To the extent that they are more than either the applicable Contracted Fee, applicable Reasonable or Customary Charges or applicable Scheduled Amount;
- For charges for unnecessary care, treatment or surgery;
- To the extent that you or any of your Dependents is in any way paid or entitled to payment for those expenses by or through a public program, other than Medicaid; or
- For or in connection with experimental procedures or treatment methods not approved by the American Dental Association or the appropriate dental specialty society.

No payment will be made for expenses incurred by you or any one of your Dependents to the extent that benefits are paid or payable for those expenses under the mandatory part of any auto insurance policy written to comply with a "no-fault" insurance law or an uninsured motorist insurance law. Connecticut General Life Insurance Company will take into account any adjustment option chosen under such part by you or any one of your Dependents.

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APPENDIX C. 3
VISION CARE BENEFITS FOR
CITY OF BRIDGEPORT

Welcome to VSP Vision Care. Your VSP vision benefit offers you the best in eye care and eyewear.

PERSONALIZED CARE: A VSP doctor provides personalized care that focuses on keeping you and your eyes healthy year after year. Plus, when you see a VSP doctor, you'll get the most out of your benefit, have lower out-of-pocket costs, and your satisfaction is guaranteed.

EYEWEAR: Choose the eyewear that's right for you and your budget. From classic styles to the latest designer frames, you'll find the eyewear that's right for you and your family.

CHOICE OF PROVIDERS: With open access to see any eyecare provider, you can see the one who's right for you. Choose a VSP doctor or any other provider.

USING your VSP benefit is easy.

- Find the right eyecare provider for you. To find a VSP doctor, visit vsp.com or call 800-877-7195.
- Review your benefit information. Visit vsp.com to review your plan coverage before your appointment.
- At your appointment, tell them you have VSP. There's no ID card required.

Your Coverage with a VSP Doctor

Your Coverage with a VSP Doctor

- WellVision Exam – Focuses on your eye health and overall wellness
- \$20.00 copayEvery 12 months
- Prescription Glasses
- \$30.00 copay.....Every 12 months
- Lenses.....Every 12 months
- Single vision, lined bifocal and lined trifocal lenses
 - Polycarbonate lenses for dependent children

Frame.....Every 24 months	
<ul style="list-style-type: none"> • \$105 allowance for a wide selection of frames 20% off amount over your allowance- 	
-OR-	
Contact Lens Care	
No copay applies.....every 12 months	
\$105.00 allowance for contacts and the contact lens exam (fitting and evaluation) Current soft contact lens wearers may qualify for a special program that includes a contact lens exam and initial supply of lenses.	
Extra Discounts and Savings	
Glasses and Sunglasses	
<ul style="list-style-type: none"> • Average 35-40% savings on all non-covered lens options • 30% off additional glasses and sunglasses, including lens options, from the same VSP doctor on the same day as your WellVision Exam. Or get 20% off from any VSP doctor within 12 months of your last WellVision exam 	
Contacts	
<ul style="list-style-type: none"> • 15% off cost of contact lens exam (fitting and evaluation) • If you choose lenses you will be eligible for a frame 24 months from the date the contact lenses were obtained. 	
Laser Vision Correction	
<ul style="list-style-type: none"> • Average 15% off the regular price or 5% off the promotional price. Discounts only available from contracted facilities. • After surgery, use your frame allowance (if eligible) for sunglasses from any VSP doctor. 	
Your Coverage with Other Providers	
Visit vsp.com for details, if you plan to see a provider other than a VSP doctor.	
Exam.....	Up to \$40.00
Single Vision Lenses.....	Up to \$40.00
Lined Bifocal Lenses.....	Up to \$60.00
Lined Trifocal Lenses.....	Up to \$80.00
Frame	Up to \$45.00
Contacts.....	Up to \$105.00

**APPENDIX D
BRIDGEPORT FIRE DEPARTMENT
January 1, 2015 (3.0%)**

RANK AND CODE		STEP 1	STEP 2	STEP 3	STEP 4
FIREFIGHTER (3101)	YEARLY	\$49,125.00	\$53,476.00	\$60,376.00	\$64,400.00
	WEEKLY	\$944.71	\$1,028.38	\$1,161.08	\$1,238.46
	HOURLY LINE	\$22.4291	\$24.4155	\$27.5660	\$29.4032
	HOLI/PER DAY LINE	\$269.15	\$292.99	\$330.79	\$352.84
	OVERTIME LINE	\$33.6473	\$36.6275	\$41.3535	\$44.1096
	HOURLY ADMIN	\$25.1923	\$27.4235	\$30.9622	\$33.0256
	HOLI/PER DAY ADMIN	\$188.94	\$205.68	\$232.22	\$247.69
	OVERTIME ADMIN	\$37.7885	\$41.1354	\$46.4432	\$49.5386
PUMPER ENGINEER (3103)	YEARLY	\$66,861.00	\$69,232.00		
	WEEKLY	\$1,285.79	\$1,331.38		
	HOURLY LINE	\$30.5268	\$31.6092		
	HOLI/PER DAY LINE	\$366.32	\$379.31		
	OVERTIME LINE	\$45.7952	\$47.4192		
	HOURLY ADMIN	\$34.2877	\$35.5035		
	HOLI/PER DAY ADMIN	\$257.16	\$266.28		
	OVERTIME ADMIN	\$51.4316	\$53.2554		
FIRE LIEUTENANT (3104) FIRE EQUIPMENT MECHANIC (3203)	YEARLY	\$71,664.00	\$74,058.00		
	WEEKLY	\$1,378.15	\$1,424.19		
	HOURLY LINE	\$32.7196	\$33.8127		
	HOLI/PER DAY LINE	\$392.64	\$405.75		
	OVERTIME LINE	\$49.0850	\$50.7246		
	HOURLY ADMIN	\$36.7507	\$37.9784		
	HOLI/PER DAY ADMIN	\$275.63	\$284.84		
	OVERTIME ADMIN	\$55.1262	\$56.9678		
FIRE INSPECTOR (3212)	YEARLY	\$76,037.00	\$79,615.00		
	WEEKLY	\$1,462.25	\$1,531.06		
	HOURLY ADMIN	\$38.9933	\$40.8283		
	HOLI/PER DAY ADMIN	\$292.45	\$306.21		
	OVERTIME ADMIN	\$58.4900	\$61.2423		
FIRE CAPTAIN (3105) ASSISTANT SUPT OF MAINT (3206)	YEARLY	\$80,409.00	\$82,782.00	\$85,174.00	
	WEEKLY	\$1,546.33	\$1,591.96	\$1,637.96	
	HOURLY LINE	\$36.7125	\$37.7958	\$38.8879	
	HOLI/PER DAY LINE	\$440.55	\$453.55	\$466.65	
	OVERTIME LINE	\$55.0746	\$56.7000	\$58.3383	
	HOURLY ADMIN	\$41.2355	\$42.4523	\$43.6789	
	HOLI/PER DAY ADMIN	\$309.27	\$318.39	\$327.59	
	OVERTIME ADMIN	\$61.8531	\$63.6785	\$65.5185	
FIRE SENIOR INSPECTOR (3211)	YEARLY	\$84,913.00	\$88,226.00	\$91,560.00	
	WEEKLY	\$1,632.94	\$1,696.65	\$1,760.77	
	HOURLY ADMIN	\$43.5451	\$45.2440	\$46.9539	
	HOLI/PER DAY ADMIN	\$326.59	\$339.33	\$352.15	
	OVERTIME ADMIN	\$65.3177	\$67.8662	\$70.4308	
FIRE ASSISTANT CHIEF (3106) SUPERINTENDENT OF MAINTENANCE (3207)	YEARLY	\$89,415.00	\$93,675.00	\$97,945.00	
	WEEKLY	\$1,719.52	\$1,801.44	\$1,883.56	
	HOURLY LINE	\$40.8243	\$42.7692	\$44.7189	
	HOLI/PER DAY LINE	\$489.89	\$513.23	\$536.63	
	OVERTIME LINE	\$61.2432	\$64.1610	\$67.0857	
	HOURLY ADMIN	\$45.8539	\$48.0384	\$50.2283	
	HOLI/PER DAY ADMIN	\$343.90	\$360.29	\$376.71	
	OVERTIME ADMIN	\$68.7809	\$72.0578	\$75.3423	
FIRE DEPUTY MARSHAL (3109)	YEARLY	\$96,166.00	\$100,523.00	\$105,291.00	
	WEEKLY	\$1,849.35	\$1,933.13	\$2,024.83	
	HOURLY ADMIN	\$49.3160	\$51.5502	\$53.9955	
	HOLI/PER DAY ADMIN	\$369.87	\$386.63	\$404.97	
	OVERTIME ADMIN	\$73.9739	\$77.3255	\$80.9931	
FIRE DEPUTY CHIEF (3107) FIRE MARSHAL (3213)	YEARLY	\$102,832.00	\$107,372.00	\$112,633.00	
	WEEKLY	\$1,977.54	\$2,064.85	\$2,166.02	
	HOURLY ADMIN	\$52.7344	\$55.0627	\$57.7606	
	HOLI/PER DAY ADMIN	\$395.51	\$412.97	\$433.20	
	OVERTIME ADMIN	\$79.1016	\$82.5939	\$86.6409	

APPENDIX D
BRIDGEPORT FIRE DEPARTMENT
January 1, 2016 (2.0%)

RANK AND CODE		STEP 1	STEP 2	STEP 3	STEP 4	
FIREFIGHTER (3101)	YEARLY	\$50,108.00	\$54,546.00	\$61,584.00	\$65,688.00	
	WEEKLY	\$963.62	\$1,048.96	\$1,184.31	\$1,263.23	
	HOURLY LINE	\$22.8780	\$24.9041	\$28.1175	\$29.9912	
	HOLI/PER DAY LINE	\$274.54	\$298.85	\$337.41	\$359.89	
	OVERTIME LINE	\$34.3205	\$37.3603	\$42.1808	\$44.9918	
	HOURLY ADMIN	\$25.6965	\$27.9723	\$31.5816	\$33.6861	
	HOLI/PER DAY ADMIN	\$192.72	\$209.79	\$236.86	\$252.65	
	OVERTIME ADMIN	\$38.5446	\$41.9585	\$47.3723	\$50.5292	
PUMPER ENGINEER (3103)	YEARLY	\$68,198.00	\$70,617.00			
	WEEKLY	\$1,311.50	\$1,358.02			
	HOURLY LINE	\$31.1372	\$32.2417			
	HOLI/PER DAY LINE	\$373.65	\$386.90			
	OVERTIME LINE	\$46.7110	\$48.3678			
	HOURLY ADMIN	\$34.9733	\$36.2139			
	HOLI/PER DAY ADMIN	\$262.30	\$271.60			
	OVERTIME ADMIN	\$52.4600	\$54.3208			
FIRE LIEUTENANT (3104)	YEARLY	\$73,097.00	\$75,539.00			
	WEEKLY	\$1,405.71	\$1,452.67			
FIRE EQUIPMENT MECHANIC (3203)	HOURLY LINE	\$33.3739	\$34.4888			
	HOLI/PER DAY LINE	\$400.49	\$413.87			
	OVERTIME LINE	\$50.0664	\$51.7390			
	HOURLY ADMIN	\$37.4856	\$38.7379			
	HOLI/PER DAY ADMIN	\$281.14	\$290.53			
	OVERTIME ADMIN	\$56.2285	\$58.1069			
	FIRE INSPECTOR (3212)	YEARLY	\$77,558.00	\$81,207.00		
		WEEKLY	\$1,491.50	\$1,561.67		
HOURLY ADMIN		\$39.7733	\$41.6445			
HOLI/PER DAY ADMIN		\$298.30	\$312.33			
OVERTIME ADMIN		\$59.6600	\$62.4669			
FIRE CAPTAIN (3105)	YEARLY	\$82,017.00	\$84,438.00	\$86,877.00		
	WEEKLY	\$1,577.25	\$1,623.81	\$1,670.71		
ASSISTANT SUPT OF MAINT (3206)	HOURLY LINE	\$37.4466	\$38.5520	\$39.6655		
	HOLI/PER DAY LINE	\$449.36	\$462.62	\$475.99		
	OVERTIME LINE	\$56.1760	\$57.8342	\$59.5048		
	HOURLY ADMIN	\$42.0600	\$43.3016	\$44.5523		
	HOLI/PER DAY ADMIN	\$315.45	\$324.76	\$334.14		
	OVERTIME ADMIN	\$63.0900	\$64.9523	\$66.8285		
	FIRE SENIOR INSPECTOR (3211)	YEARLY	\$86,611.00	\$89,991.00	\$93,391.00	
		WEEKLY	\$1,665.60	\$1,730.60	\$1,795.98	
HOURLY ADMIN		\$44.4160	\$46.1493	\$47.8928		
HOLI/PER DAY ADMIN		\$333.12	\$346.12	\$359.20		
OVERTIME ADMIN		\$66.6238	\$69.2238	\$71.8392		
FIRE ASSISTANT CHIEF (3106)	YEARLY	\$91,203.00	\$95,549.00	\$99,904.00		
	WEEKLY	\$1,753.90	\$1,837.48	\$1,921.23		
SUPERINTENDENT OF MAINTENANCE (3207)	HOURLY LINE	\$41.6406	\$43.6249	\$45.6132		
	HOLI/PER DAY LINE	\$499.69	\$523.50	\$547.36		
	OVERTIME LINE	\$62.4678	\$65.4445	\$68.4274		
	HOURLY ADMIN	\$46.7707	\$48.9995	\$51.2328		
	HOLI/PER DAY ADMIN	\$350.78	\$367.50	\$384.25		
	OVERTIME ADMIN	\$70.1562	\$73.4992	\$76.8492		
	FIRE DEPUTY MARSHAL (3109)	YEARLY	\$98,089.00	\$102,533.00	\$107,397.00	
		WEEKLY	\$1,886.33	\$1,971.79	\$2,065.33	
HOURLY ADMIN		\$50.3021	\$52.5811	\$55.0755		
HOLI/PER DAY ADMIN		\$377.27	\$394.36	\$413.07		
OVERTIME ADMIN		\$75.4531	\$78.8715	\$82.6131		
FIRE DEPUTY CHIEF (3107)	YEARLY	\$104,889.00	\$109,519.00	\$114,886.00		
FIRE MARSHAL (3213)	WEEKLY	\$2,017.10	\$2,106.13	\$2,209.35		
	HOURLY ADMIN	\$53.7893	\$56.1635	\$58.9160		
	HOLI/PER DAY ADMIN	\$403.42	\$421.23	\$441.87		
	OVERTIME ADMIN	\$80.6838	\$84.2454	\$88.3738		

APPENDIX D
BRIDGEPORT FIRE DEPARTMENT
January 1, 2017 (2.5%)

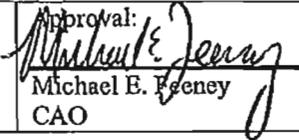
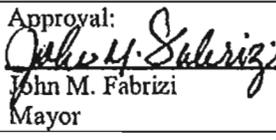
RANK AND CODE		STEP 1	STEP 2	STEP 3	STEP 4
FIREFIGHTER (3101)	YEARLY	\$51,361.00	\$55,910.00	\$63,124.00	\$67,330.00
	WEEKLY	\$987.71	\$1,075.19	\$1,213.92	\$1,294.81
	HOURLY LINE	\$23.4499	\$25.5268	\$28.8205	\$30.7410
	HOLI/PER DAY LINE	\$281.40	\$306.32	\$345.85	\$368.89
	OVERTIME LINE	\$35.1788	\$38.2945	\$43.2356	\$46.1164
	HOURLY ADMIN	\$26.3389	\$28.6717	\$32.3712	\$34.5283
	HOLI/PER DAY ADMIN	\$197.54	\$215.04	\$242.78	\$258.96
	OVERTIME ADMIN	\$39.5085	\$43.0077	\$48.5569	\$51.7923
PUMPER ENGINEER (3103)	YEARLY	\$69,903.00	\$72,382.00		
	WEEKLY	\$1,344.29	\$1,391.96		
	HOURLY LINE	\$31.9157	\$33.0475		
	HOLI/PER DAY LINE	\$382.99	\$396.57		
	OVERTIME LINE	\$47.8788	\$49.5767		
	HOURLY ADMIN	\$35.8477	\$37.1189		
	HOLI/PER DAY ADMIN	\$268.86	\$278.39		
	OVERTIME ADMIN	\$53.7715	\$55.6785		
FIRE LIEUTENANT (3104) FIRE EQUIPMENT MECHANIC (3203)	YEARLY	\$74,924.00	\$77,427.00		
	WEEKLY	\$1,440.85	\$1,488.98		
	HOURLY LINE	\$34.2082	\$35.3509		
	HOLI/PER DAY LINE	\$410.50	\$424.21		
	OVERTIME LINE	\$51.3178	\$53.0322		
	HOURLY ADMIN	\$38.4227	\$39.7061		
	HOLI/PER DAY ADMIN	\$288.17	\$297.80		
	OVERTIME ADMIN	\$57.6338	\$59.5592		
FIRE INSPECTOR (3212)	YEARLY	\$79,497.00	\$83,237.00		
	WEEKLY	\$1,528.79	\$1,600.71		
	HOURLY ADMIN	\$40.7677	\$42.6856		
	HOLI/PER DAY ADMIN	\$305.76	\$320.14		
	OVERTIME ADMIN	\$61.1515	\$64.0285		
FIRE CAPTAIN (3105) ASSISTANT SUPT OF MAINT (3206)	YEARLY	\$84,067.00	\$86,549.00	\$89,049.00	
	WEEKLY	\$1,616.67	\$1,664.40	\$1,712.48	
	HOURLY LINE	\$38.3825	\$39.5157	\$40.6572	
	HOLI/PER DAY LINE	\$460.59	\$474.19	\$487.89	
	OVERTIME LINE	\$57.5801	\$59.2801	\$60.9925	
	HOURLY ADMIN	\$43.1112	\$44.3840	\$45.6661	
	HOLI/PER DAY ADMIN	\$323.33	\$332.88	\$342.50	
	OVERTIME ADMIN	\$64.6669	\$66.5762	\$68.4992	
FIRE SENIOR INSPECTOR (3211)	YEARLY	\$88,776.00	\$92,241.00	\$95,726.00	
	WEEKLY	\$1,707.23	\$1,773.87	\$1,840.88	
	HOURLY ADMIN	\$45.5261	\$47.3032	\$49.0901	
	HOLI/PER DAY ADMIN	\$341.45	\$354.77	\$368.18	
	OVERTIME ADMIN	\$68.2892	\$70.9546	\$73.6354	
FIRE ASSISTANT CHIEF (3106) SUPERINTENDENT OF MAINTENANCE (3207)	YEARLY	\$93,483.00	\$97,938.00	\$102,402.00	
	WEEKLY	\$1,797.75	\$1,883.42	\$1,969.27	
	HOURLY LINE	\$42.6816	\$44.7156	\$46.7538	
	HOLI/PER DAY LINE	\$512.18	\$536.59	\$561.05	
	OVERTIME LINE	\$64.0295	\$67.0808	\$70.1384	
	HOURLY ADMIN	\$47.9400	\$50.2245	\$52.5139	
	HOLI/PER DAY ADMIN	\$359.55	\$376.68	\$393.85	
	OVERTIME ADMIN	\$71.9100	\$75.3369	\$78.7708	
FIRE DEPUTY MARSHAL (3109)	YEARLY	\$100,541.00	\$105,096.00	\$110,082.00	
	WEEKLY	\$1,933.48	\$2,021.08	\$2,116.96	
	HOURLY ADMIN	\$51.5595	\$53.8955	\$56.4523	
	HOLI/PER DAY ADMIN	\$386.70	\$404.22	\$423.39	
	OVERTIME ADMIN	\$77.3392	\$80.8431	\$84.6785	
FIRE DEPUTY CHIEF (3107) FIRE MARSHAL (3213)	YEARLY	\$107,511.00	\$112,257.00	\$117,758.00	
	WEEKLY	\$2,067.52	\$2,158.79	\$2,264.58	
	HOURLY ADMIN	\$55.1339	\$57.5677	\$60.3888	
	HOLI/PER DAY ADMIN	\$413.50	\$431.76	\$452.92	
	OVERTIME ADMIN	\$82.7008	\$86.3515	\$90.5831	

**APPENDIX D
BRIDGEPORT FIRE DEPARTMENT
January 1, 2018 (2.5%)**

RANK AND CODE		STEP 1	STEP 2	STEP 3	STEP 4
FIREFIGHTER (3101)	YEARLY	\$52,645.00	\$57,308.00	\$64,702.00	\$69,013.00
	WEEKLY	\$1,012.40	\$1,102.08	\$1,244.27	\$1,327.17
	HOURLY LINE	\$24.0361	\$26.1652	\$29.5411	\$31.5093
	HOLI/PER DAY LINE	\$288.43	\$313.98	\$354.49	\$378.11
	OVERTIME LINE	\$36.0582	\$39.2521	\$44.3164	\$47.2692
	HOURLY ADMIN	\$26.9973	\$29.3888	\$33.1805	\$35.3912
	HOLI/PER DAY ADMIN	\$202.48	\$220.42	\$248.85	\$265.43
	OVERTIME ADMIN	\$40.4962	\$44.0831	\$49.7708	\$53.0869
PUMPER ENGINEER (3103)	YEARLY	\$71,651.00	\$74,192.00		
	WEEKLY	\$1,377.90	\$1,426.77		
	HOURLY LINE	\$32.7137	\$33.8739		
	HOLI/PER DAY LINE	\$392.56	\$406.49		
	OVERTIME LINE	\$49.0760	\$50.8164		
	HOURLY ADMIN	\$36.7440	\$38.0472		
	HOLI/PER DAY ADMIN	\$275.58	\$285.35		
	OVERTIME ADMIN	\$55.1162	\$57.0708		
FIRE LIEUTENANT (3104) FIRE EQUIPMENT MECHANIC (3203)	YEARLY	\$76,797.00	\$79,363.00		
	WEEKLY	\$1,476.87	\$1,526.21		
	HOURLY LINE	\$35.0634	\$36.2348		
	HOLI/PER DAY LINE	\$420.76	\$434.82		
	OVERTIME LINE	\$52.6007	\$54.3582		
	HOURLY ADMIN	\$39.3832	\$40.6989		
	HOLI/PER DAY ADMIN	\$295.37	\$305.24		
	OVERTIME ADMIN	\$59.0746	\$61.0485		
FIRE INSPECTOR (3212)	YEARLY	\$81,484.00	\$85,318.00		
	WEEKLY	\$1,567.00	\$1,640.73		
	HOURLY ADMIN	\$41.7867	\$43.7528		
	HOLI/PER DAY ADMIN	\$313.40	\$328.15		
	OVERTIME ADMIN	\$62.6800	\$65.6292		
FIRE CAPTAIN (3105) ASSISTANT SUPT OF MAINT (3206)	YEARLY	\$86,169.00	\$88,713.00	\$91,275.00	
	WEEKLY	\$1,657.10	\$1,706.02	\$1,755.29	
	HOURLY LINE	\$39.3424	\$40.5038	\$41.6736	
	HOLI/PER DAY LINE	\$472.11	\$486.05	\$500.08	
	OVERTIME LINE	\$59.0199	\$60.7623	\$62.5171	
	HOURLY ADMIN	\$44.1893	\$45.4939	\$46.8077	
	HOLI/PER DAY ADMIN	\$331.42	\$341.20	\$351.06	
	OVERTIME ADMIN	\$66.2838	\$68.2408	\$70.2115	
FIRE SENIOR INSPECTOR (3211)	YEARLY	\$90,995.00	\$94,547.00	\$98,119.00	
	WEEKLY	\$1,749.90	\$1,818.21	\$1,886.90	
	HOURLY ADMIN	\$46.6640	\$48.4856	\$50.3173	
	HOLI/PER DAY ADMIN	\$349.98	\$363.64	\$377.38	
	OVERTIME ADMIN	\$69.9962	\$72.7285	\$75.4762	
FIRE ASSISTANT CHIEF (3106) SUPERINTENDENT OF MAINTENANCE (3207)	YEARLY	\$95,820.00	\$100,386.00	\$104,962.00	
	WEEKLY	\$1,842.69	\$1,930.50	\$2,018.50	
	HOURLY LINE	\$43.7486	\$45.8333	\$47.9226	
	HOLI/PER DAY LINE	\$524.98	\$550.00	\$575.07	
	OVERTIME LINE	\$65.6301	\$68.7575	\$71.8918	
	HOURLY ADMIN	\$49.1384	\$51.4800	\$53.8267	
	HOLI/PER DAY ADMIN	\$368.54	\$386.10	\$403.70	
	OVERTIME ADMIN	\$73.7077	\$77.2200	\$80.7400	
FIRE DEPUTY MARSHAL (3109)	YEARLY	\$103,055.00	\$107,723.00	\$112,834.00	
	WEEKLY	\$1,981.83	\$2,071.60	\$2,169.88	
	HOURLY ADMIN	\$52.8488	\$55.2427	\$57.8635	
	HOLI/PER DAY ADMIN	\$396.37	\$414.32	\$433.98	
	OVERTIME ADMIN	\$79.2731	\$82.8638	\$86.7954	
FIRE DEPUTY CHIEF (3107) FIRE MARSHAL (3213)	YEARLY	\$110,199.00	\$115,063.00	\$120,702.00	
	WEEKLY	\$2,119.21	\$2,212.75	\$2,321.19	
	HOURLY ADMIN	\$56.5123	\$59.0067	\$61.8984	
	HOLI/PER DAY ADMIN	\$423.84	\$442.55	\$464.24	
	OVERTIME ADMIN	\$84.7685	\$88.5100	\$92.8477	

APPENDIX E – FAMILY MEDICAL LEAVE POLICY

CITY OF BRIDGEPORT

Subject: Family and Medical Leave Policy (Revised)	Approval:  Michael E. Feeney CAO	Approval:  John M. Fabrizi Mayor	Effective: August 1, 2006 Number: 03-96 Page: 1 of 4
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PURPOSE

The purpose of this policy is to establish guidelines for the application, use and requirements of family or medical leave (FMLA) for City employees.

SCOPE

This policy shall apply to all City employees who have worked for at least twelve (12) months, and have worked at least 1250 hours during the 12-month period immediately preceding the start of the leave.

POLICY

As provided by the 1993 Family and Medical Leave Act, all eligible City of Bridgeport employees shall be entitled to take up to 12 weeks of unpaid, job-protected leave during any 12 month period for specified family and medical reasons.

Covered Family and Medical Reasons: An eligible employee shall be entitled to 12 weeks unpaid leave during a 12-month period for one or more of the following reasons:

- 1) To care for a child after birth, or placement of a child for adoption or foster care;
- 2) To care for an immediate family member (spouse, child, or parent) with a "serious health condition", or,
- 3) To take a medical leave when the employee is unable to work because of a "serious health condition", or,

Note: A serious health condition, which shall be defined as an illness of a serious and long-term nature resulting in recurring or lengthy absences. Treatment of such an illness would occur in an inpatient situation at a hospital, hospice, or residential medical care facility, or would consist of continuing care provided by a licensed health care provider.

An employee may take leave if a serious health condition makes the employee unable to perform the essential functions of his/her position. Employees with questions about whether specific illnesses are covered under this policy or under the City's sick leave policy are encouraged to meet with a representative from Human Resources/Grants Personnel.

Employee Eligibility: An employee shall be entitled to FMLA when he/she meets the following criteria:

- 1) The employee has worked for at least 12 months for the City. The twelve months need not have been consecutive. (If the employee was on the payroll for part of a week, the City will not count the entire week. The City considers 52 weeks to be equal to twelve months.)

- 2) The employee has to have worked for the City for at least 1,250 hours over the 12 months before the leave would begin.
- 3) When the City employs both spouses, they are jointly entitled to a combined total of 12 workweeks of family leave for the birth or placement of a child for adoption or foster care, and to care for a parent who has a serious health condition.

Calculation of Leave: Eligible employees can use up to 12 weeks of leave during any 12-month period. The City will use a rolling 12-month period measured backward from the date an employee uses or requests any FMLA leave. Each time an employee uses leave, the City computes the amount of leave the employee has taken under this policy, subtracts it from the 12 weeks, and the balance remaining is the amount the employee is entitled to take at that time. For example, if an employee has taken 5 weeks of leave in the past 12 months, he or she could take an additional 7 weeks under this policy.

An employee may request FMLA for more than one of the eligible reasons. However, an employee is only entitled to a total of 12 weeks of FMLA for all approved leaves in a 12-month period. This 12-month period is measured backward from the date an employee uses or requests the first leave.

Maintenance of Benefits: An employee shall be entitled to maintain group health insurances coverage on the same basis as if he/she had continued to work at the City. To maintain uninterrupted coverage, the employee will have to continue to pay the required contribution as specified in the employee's union contract. This payment shall be made either on person or by mail to the Human Resources/Grants Personnel Department by the first (1st) day of each month as payment for that month. If the employee's payment is more than 30 days overdue then the City will discontinue the coverage.

If an employee informs the city that he/she does not intend to return to work at the end of the leave period, the City's obligation to provide health benefits ends. However, the use of family or medical leave will not be considered a break in service when vesting or eligibility to participate in benefit programs is being determined.

Job Restoration: An employee who utilizes family or medical leave under this policy will be restored the same job or a job with equivalent pay and benefits.

The City may choose to exempt certain highly compensated, "key" employees from this job restoration requirement and not return them to the same or similar position at the completion of FMLA leave. Employees who may be exempted will be informed of this status when they request leave. If the City deems it necessary to deny job restoration for a key employee on FMLA leave, the City will inform the employee of its intention and will offer the employee the opportunity to return to the position immediately.

Use of Paid and Unpaid Leave: An employee with an approved FMLA will use their accrued paid leave (vacation, personal, sick leave, compensatory time) in accordance with the following. If an employee has accrued paid leave of less than 12 weeks, the employee will use paid leave first and take the remainder of the twelve weeks as unpaid leave.

An employee with an approved FMLA due to his/her own serious health condition will first use all paid vacation, personal compensatory time and sick leave, and then will be eligible for unpaid leave.

An employee with an approved FMLA due to the serious health condition of a parent, spouse or child, will use all paid vacation, personal and compensatory time, but not their sick leave, and then will be eligible for unpaid leave.

An employee with an approved FMLA due to the birth or adoption or foster placement of a child will use all paid vacation, personal and compensatory time, but not their sick leave, and then will be eligible for unpaid leave. A female employee using leave for the birth of her child may use paid sick leave for the physical recovery after childbirth. The amount of sick leave utilized after this point will be decided on a case-by-case basis.

Intermittent Leave and Reduced Work Schedules: In certain cases, intermittent use of the twelve weeks of FMLA or a part of a reduced workweek may be allowed. An employee will need to discuss and gain approval for such use from their department head and the Director of Labor Relations.

Employees may also use FMLA intermittently or as part of a reduced workweek whenever it is medically necessary. If the need to use leave is foreseeable and based on preplanned and prescheduled medical treatment, then the employee is responsible to schedule the treatment in a manner that *does not unduly disrupt the City's operations*. This provision is subject to the approval of the Director of Labor Relations.

In some cases, the City may temporarily transfer an employee using intermittent or a reduced workweek to a different job with equivalent pay and benefits if another position would better accommodate the intermittent or reduced schedule.

Procedure for Requesting Leave: All employees requesting FMLA under this policy must complete the *Application for FMLA, Acknowledgement & Medical Release, and Medical Certification of Health Care Provider* forms available from the Human Resources/Grants Personnel Department. A copy of this policy will also be given to each employee requesting FMLA forms.

When an employee plans to take leave under this policy, the employee must give the City 30 days notice. If it is not possible to give 30 days notice, the employee must give as much notice as is possible. An employee undergoing planned medical treatment is required to make a reasonable effort to schedule the treatment to minimize disruptions to the City's operations.

While on leave, employees are requested to report periodically to their supervisor regarding the status of the medical condition, and their intent to return to work.

Procedure for Notice and Certification of a Serious Health Condition: The City will require the employee to provide notice of the need to utilize leave (where it is possible to know beforehand) and/or will require the employee to provide certification of an employee's or immediate family member's serious health condition by a qualified health care provider. The employee should request that the health care provider respond to such a request within fifteen (15) days or provide a reasonable explanation for the delay.

Qualified health care providers include: doctors of medicine or osteopathy, podiatrists, dentists, clinical psychologists, optometrists, and chiropractors, nurse practitioners and nurse-midwives authorized to practice under State law and performing within the scope of their practice under state law.

When seeking certification of a serious medical condition, an employee should ensure that the qualified health care provider's certification contains the following:

- 1) Date when the condition began; expected duration; diagnosis; and a brief statement of treatment.
- 2) If employee is seeking medical leave for his/her own medical condition, certification should also include a statement explaining how, why, and the duration that the employee is unable to perform the essential functions of the employee's position.

- 3) For the serious illness of a family member, the certification should include a statement that the patient requires assistance and that the employee's assistance would be necessary and/or helpful.
- 4) If taking intermittent leave or working a reduced schedule, certification should include dates and duration of treatment and a statement of medical necessity for taking intermittent leave or working a reduced schedule.

The completed certification should be delivered in a sealed envelope and marked "Confidential" to the Human Resources/Grants Personnel Department, City Hall, Room 222. Human Resources/Grants Personnel will maintain the certification in a confidential file and, if necessary, will provide the employee's department head with appropriate information from the certification (e.g. date of approval, schedule of appointments and treatments, etc.).

If deemed necessary, the City may ask for a second opinion. The City will pay for the employee to get a certification from a second doctor, which the City will select. If there is a conflict between the original certification and the second opinion, the City may require the opinion of a third doctor. The City and the employee will jointly select the third doctor, and the City will pay for the opinion. The third opinion will be considered final.

FAMILY and MEDICAL LEAVE DOCUMENTS

Application for FMLA: Documents the type of FMLA requested, anticipated start date of leave, and required acknowledgement & approval of the department head and Director of Labor Relations.

Acknowledgement and Medical Release: To be signed by employee as acknowledgement an understanding of the program. Also, authorizes the qualified health care provider to release relevant medical information.

Medical Certification of Health Care Provider: To be filled out by the qualified health care provider. Documents the medical facts surrounding the serious health condition, schedule of treatments, inability of the employee to perform essential job functions, etc.

Distribution of All Forms

Original - Personnel File (Civil Service or Human Resources/Grants Personnel)

Photocopy - Employee

APPLICATION FOR FMLA
(Family and Medical Leave Act of 1993)

City of Bridgeport
Human Resources Dept.
45 Lyon Terrace, Rm. 223
Bridgeport, CT 06604
(203) 576-7224



Employee Name: _____

Title & Department: _____

Current Address: _____

Reason for Leave (check one only):

- A) Birth/Adoption of a Child
 B) Serious Health Condition (self)
 C) Serious Health Condition (parent, spouse, child)

If the reason for leave is for *A) Birth/Adoption of a Child*, please indicate the anticipated start date of the leave:

If the reason for the leave request is for *B) Serious Health Condition (self)* or *C) Serious Health Condition (parent, spouse or child)* it must be accompanied by the attached verifying medical certification completed by a qualified health care provider.

_____ Initial

I understand that a failure to return to work at the end of my leave period will be deemed as a voluntary resignation from employment, unless an extension has been granted and approved in writing by the City of Bridgeport, prior to the expiration of the leave.

_____ Initial

Employee Signature

Date

Department Head Notified

Date

Approval—Director Labor Relations/Human Resources

Date

A copy of this completed form will be sent to you confirming your FMLA approval.

ACKNOWLEDGEMENT AND
MEDICAL RELEASE
(Family and Medical Leave Act of 1993)

City of Bridgeport
Human Resources Dept.
45 Lyon Terrace, Rm. 223
Bridgeport, CT 06604
(203) 576-7224



I _____ acknowledge that I have received and reviewed the City of Bridgeport's policy on Family and Medical Leave (FMLA). I have also received an application to apply for FMLA and the medical certification forms to be completed by a qualified health care provider. I understand that I am responsible to follow the guidelines in the City's FMLA policy including but not limited to;

- Properly notifying my supervisor of an FMLA absence,
- Scheduling intermittent FMLA appointments/treatments in a manner not to unduly disrupt the City's operations,
- Providing to my supervisor, if requested, an acceptable doctor's note following an intermittent FMLA absence,
- Making timely payments to maintain group health insurance coverage, if necessary,
- Notifying my supervisor *and* Human Resources prior to my return from an FMLA leave of thirty days or more, and,
- Returning to work at the end of my granted leave period.

Employee Signature

Date

Authorization for Release of Health Information

I _____ hereby authorize the use/disclosure of my health information needed to process the above FMLA request. I authorize my physician _____ to disclose my health information to the City of Bridgeport by completing the medical certification forms provided by the City. I understand that the medical information being disclosed will be used by the City of Bridgeport for the purpose of determining if I have a qualifying serious health condition under the Family & Medical Leave Act (FMLA 1993). I understand that I have a right to revoke this authorization at any time by notifying the City of Bridgeport's Benefits Department in writing. I understand that the revocation is only effective after it is received and recorded and that a revocation of this authorization does not disqualify this FMLA leave once it is approved. However, I further understand that the City of Bridgeport may deny or discontinue this FMLA leave if I have revoked this authorization and the City requires the disclosure of more medical information. I understand that any use or disclosure made prior to the revocation under this authorization will not be affected by a revocation. I understand that I am entitled to receive a copy of this authorization.

Patient Signature

Date

MEDICAL CERTIFICATION OF
HEALTH CARE PROVIDER
(Family and Medical Leave Act of 1993)

City of Bridgeport
Human Resources Dept.
45 Lyon Terrace, Rm. 223
Bridgeport, CT 06604
(203) 576-7224



*When completed, this form goes to the employee, **not to the City of Bridgeport.***

1. Employee's Name

2. Patient's Name (if different from employee)

If this FMLA request is for one's own serious health condition, the qualifying health care provider should complete Sections 3, 4, 5, 6 & 7 below. If it is to care for a parent, spouse or child, please complete Sections 3, 4, 5, 6 & 8.

3. Page 4 describes what is meant by a "**serious health condition**" under the Family and Medical Leave Act. Does the patient's condition qualify under any of the categories described? If so, please check the applicable category.

(1) _____ (2) _____ (3) _____ (4) _____ (5) _____ (6) _____ or None of the above _____

4. Describe the **medical facts** which support your certification, including a brief statement as to how the medical facts meet the criteria of one of the categories above:

5. a. State the **approximate date** the serious health condition commenced, and the probable duration of the serious health condition (and also the probable duration of the patient's present **incapacity** if different):

b. Will it be necessary for the employee to **work only intermittently or to work on a less than full schedule** as the result of the serious health condition (including for treatment described in Item 6 below)? If yes, please state the reason for this restriction, its nature, and probable duration:

c. If the condition is a chronic condition or pregnancy, state whether the patient is presently incapacitated and the likely duration and frequency of episodes of incapacity.

-
6. a. If additional **treatments** will be required for the serious health condition, provide an estimate of the probable number of such treatments.

If the patient will be absent from work because of **treatment on an intermittent or part-time basis**, also provide an estimate of the probable number of and interval between such treatments, actual or estimated dates of treatment if known, and period required for recovery if any:

- b. If any of these treatments will be provided by **another provider of health services** (e.g. physical therapist), please state the nature of the treatments:

- c. If a **regimen of continuing treatment** by the patient is required under your supervision, provide a general description of such regimen (e.g. prescription drugs, physical therapy requiring special equipment) and the duration of continuing treatment:

-
7. a. If a medical leave is required for the employee's own serious health condition (including absences due to pregnancy or a chronic condition), is the employee **unable to perform work of any kind?**

- b. If able to perform some work, is the employee **unable to perform any one or more of the essential functions of the employee's job** (the employer will supply you with a job description containing the essential job functions)?

If yes, please list the essential functions the employee is unable to perform:

- c. If neither a. nor b. applies, is it necessary for the employee to be **absent from work for treatment?**

8. a. If leave is required to **care for a family member (parent, spouse, or child)** of the employee with a serious health condition, **does the patient require assistance** for basic medical or personal needs or safety, or for transportation? Please explain:

b. If the patient will need care only **intermittently** or on a **part-time basis**, please indicate the probable **duration** of the need for this care:

Signature of Qualified Health Care Provider

Type of Practice

Address

Telephone Number

City, State, Zip

Date

To be completed by the employee requesting leave to care for a family member:

Describe the type of care you will provide and an estimate of the period during which care will be provided, including a schedule if leave is to be taken intermittently or if it will be necessary for you to work less than a full work schedule:

Employee Signature

Date

Failure to accurately and completely fill out the FMLA application and health care certification may result in a delay in processing and/or approval of an employee's FMLA request. A leave request is not fully processed unless and until it has been approved in writing by the Director of Labor Relations/Human Resources.

A “**Serious Health Condition**” means an illness, injury, impairment, or physical or mental condition that involves one of the following which would prevent an employee from performing the essential functions of his/her position:

1. Hospital Care

Inpatient care (i.e. overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity or subsequent treatment in connection with or consequent to such inpatient care.

2. Absence Plus Treatment

A period of incapacity of **more than three (3) consecutive calendar days** (including any subsequent treatment or period of incapacity relating to the same condition), that also involves:

- (a) **Treatment two or more times** by a health care provider, by a nurse or physician’s assistant under direct supervision of a health care provider, or by a provider of health care services (e.g. physical therapy) under orders of, or on referral by a health care provider; or
- (b) **Treatment** by a health care provider on **at least one occasion** which results in a **regimen of continuing treatment** under the supervision of the health care provider.

3. Pregnancy

Any period of incapacity due to **pregnancy**, or for **prenatal care**.

4. Chronic Conditions Requiring Treatments

A **chronic condition** which:

- (a) Requires **periodic visits** for treatment by a health care provider, or by a nurse or physician’s assistant under direct supervision or a health care provider;
- (b) Continues over an **extended period of time** (including recurring episodes of a single underlying condition); and
- (c) May cause **episodic** rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.)

5. Permanent/Long-term Conditions Requiring Supervision

A period of **incapacity** which is **permanent or long-term** due to a condition for which treatment may not be effective. The employee or family member must be **under the continuing supervision of, but need not be receiving active treatment** by a health care provider (e.g., Alzheimer’s, severe stroke, terminal stages of a disease).

6. Multiple Treatments (Non-Chronic Conditions)

Any period of absence to receive **multiple treatments** (including any period of recovery there from) by a health care provider or by a provider of health care services under orders of, or on referral by a health care provider, either for **restorative surgery** after an accident or other injury, or for a condition that **would likely result in a period of incapacity or more than three (3) consecutive calendar days in the absence of medical intervention or treatment**.

Serious Health Condition—the information sought relates only to the condition for which the employee is applying for FMLA leave.

Incapacity—for purposes of FMLA, is defined to mean inability to work, attend school or perform other regular daily activities due to and directly related to the serious health condition, treatment thereof, or recovery there from.

Treatments—include examinations to determine if a serious health condition exists and evaluations of the condition. Treatment does not include routine physical examinations, eye examinations, dental examinations, or other examinations not directly related to the serious health condition for which the employee is seeking FMLA.

Regimen of continuing treatment—includes, for example, a course of prescription medication or therapy requiring special equipment to resolve or alleviate the health condition. A regimen of treatment does not include the taking of over-the-counter medications such as aspirin, antihistamines, or salves; or bed-rest, drinking fluids, exercise, and other similar activities that can be initiated without a visit to a health care provider.

DO NOT SEND THE COMPLETED FORM TO THE EMPLOYER (CITY OF BRIDGEPORT); IT GOES TO THE EMPLOYEE.

APPENDIX F

Chief's Order #12/2004

September 2, 2004

Acting on the Line

The following procedures for filling the Acting position of Driver on the line will be followed:

1. Acting shall be filled by offering such assignment to qualified firefighters in order of their seniority in the **company** where the temporary vacancy exists.
2. In a firehouse with multiple companies, Acting shall be filled by offering such assignment to the qualified firefighters in order of their seniority on their **platoon** in the house.
3. Acting shall be filled by offering such assignment to qualified firefighters who are working a **Special Leave on the company or platoon** in the house.
4. Acting shall be filled by offering such assignment to qualified firefighters who are working **overtime on the company or platoon** in the house.
5. The **least senior person qualified to drive** shall be traveled to the company where the vacancy exists, and the acting procedure will be followed to fill the temporary vacancy that was created by traveling the person.
6. Acting shall be filled by ordering the first person who refused the offer of acting to act in the temporary vacancy.

Reminder:

When manpower falls below 65 and overtime is required, the **primary consideration** is to give the employee who has worked the least amount of overtime the opportunity to do so.

Chief's Order

CO #10/2005

May 18, 2005

Revision of Chief's Order #11/2004

Dated September 2, 2004

Acting on the Line

The following procedures for filling the Acting Positions of **Lieutenant** and **Pumper Engineer** on the line will be followed:

1. Acting shall be filled by offering such assignment to qualified firefighters in order of their seniority in the **company** where the temporary vacancy exists.
2. In a firehouse with multiple companies, Acting shall be filled by offering such assignment to qualified firefighters in order of their seniority on their platoon in the house.
3. The **least senior person** holding the bona fide rank of the temporary vacant position shall be traveled to the company where the vacancy exists, and the acting procedure will be followed to fill the temporary vacancy that was created by traveling the person.
4. Acting shall be filled by offering such assignment to qualified firefighters who are working **overtime on the company or platoon in the house**.
5. Acting shall be filled by **ordering the first person** who refused the offer of Acting to act in the temporary vacancy.

Reminder:

When manpower falls below 65 and overtime is required, the **primary consideration** is to give the employee who has worked the least amount of overtime the opportunity to do so.

Brian Rooney
Fire Chief

APPENDIX G

CITY OF BRIDGEPORT

DRUG PREVENTION AND TESTING POLICY

PURPOSE

The Bridgeport Fire Department has a legal obligation to ensure a safe working environment for its employees, as well as a paramount interest in protecting the public that it is entrusted to serve. The City recognizes that the misuse of controlled substances by employees creates an undue risk to its employees, impairs an employee's job performance, and of paramount importance it creates an undue risk to the health and safety of the public we serve. Due to the safety sensitive nature of this work, the City has a compelling interest in eliminating the use of illegal drugs from its work place.

The purpose of this policy is to establish an avenue to ensure an employee is fit for duty; to ensure drug tests are conducted in a random and equitable manner; that an established written policy and procedure is adhered to; and that random drug testing is a required condition of employment.

POLICY

It is the policy of the City of Bridgeport that the illegal use of drugs is strictly prohibited. Any discipline issued pursuant to this policy will be considered for just cause within the Collective Bargaining Agreement.

DEFINITIONS:

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: IMC 226 Mill Hill Avenue Bridgeport, CT 06610

Bridgeport Fire Department Motor Vehicle: City owned, leased or rented motor vehicle or combination of motor vehicles used in commerce to transport Bridgeport Fire Department 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 Chromatology/Mass Spectrometry (GC/MS) technique.

Covered Employee: All uniformed personnel in the Fire Department.

Medical Review Officer (MRO): A licensed physician responsible for receiving laboratory results generated by an employers drug 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 has seventy-two (72) hours to request a test of the split specimen.

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

Reasonable Objective Suspicion: Reasonable objective suspicion of drug 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 observation.

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 Bridgeport Fire Department vehicles including but not limited to the following:

- 1) all time at a Bridgeport Fire Department facility or other Bridgeport Fire Department locations;
- 2) all time that a Bridgeport 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.

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, shall be reported to the immediate supervisor before the performance of any safety sensitive function.
- 3) Refusal to submit to a drug 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 a member of the Department to submit to a drug screening test pursuant to the provisions of this policy will result in disciplinary action, up to and including termination.

EMPLOYEES SUBJECT TO TESTING & TYPES OF DRUGS TESTED FOR

All covered employees will be subject to this Drug Prevention and Testing Policy

The drug testing outlined in this policy will test for the following substances:

- 1) Marijuana *
- 2) Cocaine
- 3) Amphetamines
- 4) Opiates (e.g. heroine, codeine)
- 5) Phencyclidine (PCP)

Note: With changes in the Law, this list may be subject to change.

*Except as Legally prescribed pursuant to Connecticut General State Statute Chapter 420f, Section 21a-408

METHODS OF TESTING

1) Reasonable Suspicion Testing:

- A. When a “reasonable suspicion” is determined indicating that an employee is using drugs, that employee will be tested pursuant to procedures set forth in this policy.
- B. Circumstances which constitute a basis for determining reasonable suspicion may include, but are not limited to:
 - Direct observation of drug 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;
 - An unusual or suspicious pattern of sick leave usage;
 - Information which is provided by a reliable and credible source;
 - The presence of symptoms of drug 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.

- C. Any observations for controlled substances reasonable suspicion testing must be reported immediately to a supervisor who is trained in the detection of controlled substance use.
- D. 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.
- E. 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. Any employee or supervisors 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. The Fire Chief or Deputy Chief shall 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.
- F. 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. Reasonable suspicion can form the basis for post accident testing as provided under this policy.

2) Random Drug Testing:

- A. Random tests for covered employees performing safety sensitive functions will be conducted at a rate established by law. This rate will be subject to change as any federal, state or local law or regulation requires. The rate shall be at least 50 % for random controlled substance testing, or as reasonably necessary for the effectiveness of this program.
- B. Random controlled substance tests will be unannounced and the dates will be spread reasonably throughout the year. The random selection of an employee will not result in his/her name being removed from any future selection process. This process can be performed at any time during the year, with no limitation on the number of occasions per year.
- C. Random drug testing under this policy will be done while the 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.

- D. 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.

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 seeking 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.

DRUG TESTING PROCEDURES

- 1) Drug testing will be performed by providing a urine sample (minimum of 45 ml.) at the collection site.
- 2) 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.
- 3) 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.

- 4) All personnel subject to testing shall present proper identification upon appearing at the laboratory.
- 5) 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 Chromatology/Mass Spectrometry (GC/MS) technique. A MRO will review and interpret positive test results.
- 6) 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 City 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.

- 7) Only confirmed positive results are reported positive. The Fire Chief and the Office of Labor Relations shall be notified immediately following a positive test result.
- 8) 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
- 9) The City 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.

CONSEQUENCES OF A POSITIVE CONTROLLED SUBSTANCE TEST

Any employee who has tested positive for the use of controlled substances in violation of this policy will immediately be removed from a safety sensitive position or may be suspended with pay pending the results of a disciplinary hearing.

In the case of a new probationary employee, involved in the performance of any safety sensitive or safety-related function, a confirmed use shall result in his/her termination.

It is the policy of the City of Bridgeport to encourage the rehabilitation of its employees with drug problems. Therefore, the City will allow a one-time opportunity, for any employee not terminated, as a result of a violation of this policy, to rehabilitate himself through the City's Employee Assistance (EAP) program. As a condition of employment, the employee will be mandated to successfully complete a detoxification/rehabilitation program as recommended by and under the supervision of EAP. This is a one-time only opportunity. Any breach of the employee's after care treatment will lead to the dismissal of the employee.

In addition, an employee's resort to EAP does not excuse the employee from behavioral and performance standards while at work. Failure to meet these standards even while the employee is resorting to EAP, can be the subject of disciplinary action, up to and including, termination. Following the completion of a detoxification and rehabilitation program, the employee will be subject to the follow up testing requirements as described above.

A positive result on return to duty or follow-up tests will lead to the dismissal of the employee. A second violation of this policy will lead to the dismissal of the employee. No employee will be granted a second disciplinary occurrence.

CONSEQUENCES OF VOLUNTARY DISCLOSURES

The City believes that successful rehabilitation depends on an employee's willingness to rehabilitate himself and the admission that a problem exists. Therefore, the City 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 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 second disciplinary offense.

A disclosure will be considered voluntary only if made:

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

The EAP is available to all City employees and will provide counseling and referral services to any employee who seeks treatment. The EAP services are provided by the City at no charge. Any required treatment that is not covered by the City's EAP program or insurance shall be borne by the employee. 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.

EMPLOYEE EDUCATION

The City will provide its employees covered by this policy EAP educational materials explaining the requirements of this Drug Testing Policy and its procedures. These employees will also be provided with information on the symptoms and effects of drug use.

DRUG TESTING REASONABLE SUSPICION TRAINING

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

COMPENSATION OF EMPLOYEE

Each employee shall be compensated at his regular hourly rate for all 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.

Contact Person

Any questions concerning this policy shall be directed to the Director of Labor Relations.

Acknowledgment

I _____ acknowledge that I have received a copy of the City of Bridgeport Drug Prevention and Testing Policy.

This form will be placed in my personnel file.

Employee's Signature

Date

Witness

APPENDIX H – ACTING FORM

**BRIDGEPORT FIRE DEPARTMENT
ACTING APPROVAL**

Check one of the following:

Acting Driver	_____
Acting Tillerman	_____
Acting Engineer	_____
Acting Lieutenant	_____
Acting Captain	_____
Acting A/Chief	_____

I hereby state that _____ (Name, Rank, Assignment) has demonstrated that the employee is qualified to be _____ (Type of Acting), and meets all Bridgeport Fire Department requirements.

Signature of Approving Company Officer, Rank, Assignment

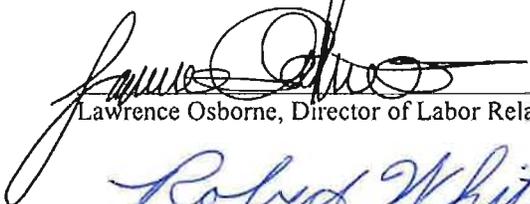
Signature of Approving Company Captain, Rank, Assignment

Signature of Approving Assistant Chief, Assignment

APPENDIX I

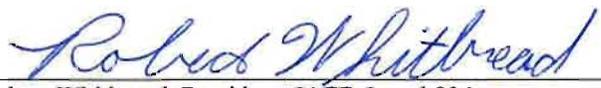
**MEMORANDUM OF AGREEMENT
BETWEEN
THE CITY OF BRIDGEPORT
AND
IAFF, LOCAL 834**

As part of the collective bargaining negotiations arising out of SBMA Case 2006-MBA-0020 it s agreed that the City of Bridgeport Fire Department will be responsible for maintaining, fixing and/or repairing all cardiovascular equipment located in each of the City Firehouses.



Lawrence Osborne, Director of Labor Relations

11/13/15
Date



Robert Whitbread, President, IAFF, Local 834

11-13-15
Date

APPENDIX J

BRIDGEPORT FIRE DEPARTMENT

FIRE HEADQUARTERS - 30 CONGRESS STREET

JOHN A. SCHMIDLIN

Fire Marshal
Fire Chief



CITY OF BRIDGEPORT, CONN. 06604

34

TO: ALL PERSONNEL
FROM: JOHN A. SCHMIDLIN, FIRE CHIEF *jis*
DATE: NOVEMBER 9, 1987 (REVISION: 19 AUGUST 1988 - #10 ADDED)
RE: JURY DUTY STANDARD OPERATING PROCEDURES (S.O.P.)

The following provisions will apply concerning jury duty for Fire Department personnel.

1. A Department member is not considered to be on jury duty on a Saturday, Sunday or Holiday or other date the courthouse is closed. He/she is subject to all Department regulations on Saturday, Sunday, or Holidays, or other date that the courthouse is closed.
2. A Department member summoned to jury duty shall, as soon as possible, notify his/her superior officer of the date he/she will be required to be in court for jury duty. A copy of the official notice shall be presented to the officer. The prospective juror shall be placed off-duty (jury duty) effective the date he/she is required to appear in court. He/she will remain off-duty, except as provided in number one above, until he/she is excused or discharged from jury duty.
3. The superior officer shall, as soon as possible, forward a Form 2326 with pertinent details and a copy of the official notice of jury duty attached to the administration office.
4. The Department member, except as provided in number one above, shall be excused from Department duties on any day that coincides with a day that he/she would ordinarily be required to work the day shift with the Department.
5. The Department member on any date that he/she would ordinarily be scheduled to work on the night shift when on continuous jury duty shall be excused from Departmental duties on that night shift he/she would

6. Overtime, per Fire Department contract, will be paid to a covering Department member on the day, night shift when the juror's absence causes the Company to fall below the minimum manpower level.
7. Appropriate entries shall be made on the company day sheet showing the Department member as 'off-duty, jury duty'.
8. The juror after being excused or discharged from the jury shall notify his superior officer and report "on duty from jury duty". The Department member shall assume full Department duties on the day following his being excused or discharged from jury duty. The superior officer shall immediately forward a Form 2326 to the Administration Office reporting the dates the Department member was on jury duty.
9. The full cooperation of all Department members in this matter is expected and required.
10. When a member of the Department is required to serve on jury duty while on "working days", he/she will be granted those days off with full pay, however, any compensation received for such jury duty on his/her "working days" will be reimbursed to Bridgeport Fire Department by the member on completion of such duty.