

AGREEMENT
Between
THE TOWN OF NEW CANAAN
And
LOCAL 3224
INTERNATIONAL ASSOCIATION
OF FIRE FIGHTERS
July 1, 2006 - 2010

TABLE OF CONTENTS

<u>Article Number</u>	<u>Page Number</u>
1. Recognition	3
2. General Conditions	3
3. Hours of Work	3
4. Overtime Pay	4
5. Sick Leave	6
6. Wages	6
7. Shift Language	7
8. Longevity	8
9. Vacation	9
10. Holidays	9
11. Funeral Leave	10
12. Medical Benefits	10
13. Uniforms and Equipment	12
14. Substitutions	13
15. Collective Bargaining	13
16. Pension Plan	13
17. Medical Check-Up	14
18. Disciplinary Action	15
19. Grievance Procedures	16
20. Managerial Rights	17
21. Payroll Deduction of Union Dues	17
22. Worker's Compensation	17
23. Layoff	18
24. Seniority	18
25. Tuition Reimbursement	18
26. Training	18
27. Certification	19
28. Drug Testing Policy	20
29. Family and Medical Leave	27
30. Pregnancy Leave	27
31. Job Classification and Wage Rates	28
(Schedules A, B, & C)	
32. Life Insurance Benefit	30
33. Terms of Agreement	30
34. Promotion Requirements for Captain and Lieutenant	30
Appendix A, Job Description, Fire Captain	34
Appendix B, Job Description, Fire Lieutenant	36
Appendix C, Job Description, Firefighter	37

This agreement made and entered into this _1st day July, 2006, by and between the Town of New Canaan, hereinafter called the “Town” and Fire Fighter Local 3224, International Association of Fire Fighters, hereinafter called the “Union”.

**ARTICLE 1
RECOGNITION**

1. The Town recognizes that the Fire Fighter Local 3224, International Association of Fire Fighters, AFL-CIO, has been designated as the representative for the purposes of collective bargaining by the majority of all full-time career fire fighters and part-time employees, employed by the Town of New Canaan in its Fire Department, and that this Union is the exclusive representative of all said employees for the purpose of collective bargaining with respect to wages, hours and other conditions of employment.

**ARTICLE 2
GENERAL CONDITIONS**

1. The town and the Union agree that they will not interfere with, restrain, coerce or discriminate against any employee in such a manner as to violate the provisions of Section 31-105 of the General Statutes of the State of Connecticut.
2. It is understood and hereby agreed to that the Code of Ethics and the Personnel Rules and Regulations of the Town of New Canaan, dated 1964 with later revisions, and the Rules and Regulations of the New Canaan Fire Company, shall govern the relationship of the Town and the Union unless a specific provision made in this Agreement clarifies a particular application of said Rules and Regulations. In the event there is a conflict between the Rules and Regulations and this Agreement, it is agreed the provisions of this Agreement shall prevail.

**ARTICLE 3
HOURS OF WORK**

1. The standard work-week shall be an average of forty-two (42) hours.
2. The work shifts shall be standardized as to cycle and time change within a twenty-four (24) hour shift. A twelve (12) hour block from 7:00 AM until 7:00 PM; and a twelve (12) hour block from 7:00 PM until 7:00 AM will be classified as a shift.

3. The shifts shall be Group 1, Group 2, Group 3, and Group 4, on a rotating basis of one (1) tour (24 hours) on, three 3 days (72) hours off for an average of forty-two (42) hours per week.
4. All shift assignments shall be permanent as assigned by the Chief. No employee in the Bargaining Unit shall be temporarily (less than thirty (30) days) assigned to a shift not his regular, established shift unless he/she is paid overtime at the rates hereinafter provided. Any employee so assigned shall comply with the order changing his/her shift.
5. To insure adequate protection and coverage, any new career fire fighters hired after July 1, 2000, shall be given an initial group assignment based on the scheduling needs as determined by the Chief.

ARTICLE 4 OVERTIME PAY

1. Any time an employee is required to work overtime over and above the regularly scheduled twenty-four (24) hour tour of duty, he/she shall be paid overtime at the rate of time and one half (1 ½).
2. Employees, who are required to work overtime on a recognized holiday, shall receive twice their normal hourly rate for all hours worked on such holiday.
- 3a. The Town of New Canaan sets the minimum staffing level of daily shifts for the members of the Bargaining Unit. The Town reserves the right to change the minimum staffing level to reflect the needs of the community. The minimum staffing level set by the Town is one (1) shift captain and five (5) firefighter-engineers on duty during each shift.
- 3b. As of July 1, 2008 The Town of New Canaan sets the minimum staffing level of daily shifts for the members of the Bargaining Unit. The Town reserves the right to change the minimum staffing level to reflect the needs of the community. The minimum staffing level set by the Town is one (1) shift captain, one (1) Lieutenant and four (4) firefighter-engineers on duty during each shift.
- 3c. Call back eligibility for all off duty career firefighters shall be as follows:
 - Structure fires or possible structure fires;
 - Second alarms;
 - Special calls for additional personnel;
 - Mutual aid and automatic aid to other towns;
 - Hazardous materials incidents;
 - Automatic alarms for high life hazard and commercial occupancies;

- Other situations as determined by the chief of the department such as a regional or national emergency;
 - Any overlapping call when the duty crew is unavailable to respond in a timely manner;
- 3d. In the event of a callback each employee shall be paid a minimum of two (2) hours at overtime rates. This minimum shall apply only when the callback results in hours worked which are not annexed consecutively to one end or the other of the working day. In the event a second emergency is called before the first emergency crew is dismissed, overtime shall run concurrently; a second guarantee period is not automatic.
4. The Town agrees to hold an employee of the bargaining unit harmless from any claim for damages to person or property and to pay for damages to an employee's automobile, not covered by insurance, resulting from an automobile accident which occurs when an employee is en route to the fire-station for an emergency callback in his/her automobile, provided the Town shall not be liable for such damages if the accident was caused by willful negligence or misconduct on the part of such employee.
5. Overtime shall be rotated equally amongst the Bargaining Unit employees with the bargaining unit employees having first preference. If no Bargaining Unit employee is available, or accepts such overtime, the Chief or the Captain on duty shall order-in a member of the Bargaining Unit to work. The shift Captain has the full discretion to fill the vacancy in time blocks, only if the entire twelve (12) hour block cannot be filled by a single member. No Bargaining Unit member can be ordered to work more than thirty-six (36) continuous hours; however, a member of the Bargaining Unit may chose to work forty-eight (48) continuous hours.
6. If no member of the Bargaining Unit volunteers to work overtime, the Chief or shift Captain shall order-in a member of the Bargaining Unit from the regularly scheduled off going shift to fill the vacant time blocks in order to maintain the minimum staffing requirement by the Town. Members who are ordered-in shall be chosen on a rotating basis beginning with the junior-most member. The Captain has the discretion to choose another member if the order-in would cause a major personal conflict. Once a member has been ordered-in, he may not be ordered-in again until all other members of the shift have been ordered-in.
7. In the event that no member of the regularly scheduled off going shift is available to work, the shift Captain shall order-in the junior most member that is working on overtime or a shift swap with the least number of order-ins.
8. Only when a member of the Bargaining Unit is unavailable to work, can the opening be filled by a non-Bargaining Unit member of the New Canaan Fire Company No. 1 who is certified to the level of Firefighter 1 by the State of Connecticut Commission on Fire Prevention and Control.

9. In a situation where a Officer or Acting Officer is needed to fill the shift, then the Officer or Acting Officer will be ordered-in.
10. The Captain cannot order-in any member if that order would cause that member to work more than thirty-six (36) consecutive hours. In this case, the Captain will order-in the next eligible member to fill the remaining time block.

ARTICLE 5 SICK LEAVE

1. All employees of the Bargaining Unit are entitled to one and one-quarter (1 ¼) days (fifteen (15) hours) sick leave with pay for each month of employment.
2. Earned sick leave may be accumulated to a maximum of one hundred and ninety (190) days. At the time of retirement, an employee shall receive payment of one half of the accumulated sick leave days that are in excess of one hundred and ten (110) days.
3. Provided the Fire Chief concurs, whenever an employee is required to go on sick leave, he/she shall notify the Captain on duty; who shall then be responsible for notifying the Chief or his/her designated representative.
4. In the event an employee of the Bargaining Unit is sick, he/she shall notify headquarters of his/her illness as per New Canaan Fire Company No. 1 Rules and Regulations.
 - a) If an employee is ill, prior to the start of his/her regular shift, he/she shall have twenty four (24) hours, (two (2) days) deducted from his/her accrued sick leave. An employee may use sick time in twelve (12) or four (4) hour blocks.
 - b) If an employee becomes ill after the start of his/her shift and must leave due to illness, he/she shall have the time equivalent to the next hour until the end of the shift, deducted from his/her accrued sick leave.

ARTICLE 6 WAGES

1. Wages for the term of this Agreement are shown in Schedules A, B, & C.
2. The percentage increases for the term of this contract are:
 - July 1, 2006 – June 30, 2007 3.25%
 - July 1, 2007 – June 30, 2008 3.5%
 - July 1, 2008 – June 30, 2009 4%
 - July 1, 2009 – June 30, 2010 4%

3. To establish the hourly rate each year, the annual rates shall be divided by 2190 hours. That figure will then be rounded up or down to the nearest full number.
4. Employee shift compensation for holidays or vacations shall be considered as a twelve (12) hour period.
5. All employees shall receive their appropriate step increases on their anniversary date of hire.
6. The base pay for the acting officers shall be paid at the hourly rate at the officers level for the time worked.

**ARTICLE 7
SHIFT LANGUAGE**

- 1a. In order to protect the health and safety of the employee, there shall be a Captain assigned to each shift. Captains shall be appointed in accordance with the qualification and certification requirements as specified in Article 34 of this contract. There shall be a six (6) month probationary period for newly appointed Captains.
- 1b. In order to protect the health and safety of the employee, there shall be a Lieutenant assigned to each shift. Lieutenants shall be appointed in accordance with the qualification and certification requirements as specified in Article 34 of this contract. There shall be a six (6) month probationary period for newly appointed Lieutenant. Effective July 1, 2008.
- 2a. If the Captain is absent, the next senior employee on the shift with five (5) completed years of service, shall be assigned as acting Captain and paid for all hours worked as Acting Captain in accordance with Article 6.
- 2b. Effective July 1, 2008. If the Captain is absent, the Lieutenant on that shift, shall be assigned as acting Captain and paid for all hours worked as Acting Captain in accordance with Article 6.
3. If the Lieutenant is absent, the next senior employee on that shift who is on the promotional list shall be assigned as acting Lieutenant and paid for all hours worked as Acting Lieutenant in accordance with Article 6.
4. It is specifically agreed that the Chief or Captain can require full work performance during the night as well as the day time blocks.
5. All employees in the Bargaining Unit shall be paid a premium shift pay of two (2) percent over their normal annual base wages as follows: the payments shall be made in two (2) equal installments, in the first pay period in December and June.

- 6a. The Town of New Canaan sets the minimum staffing level of daily shifts for members of the Bargaining Unit. The Town reserves the right to change the minimum staffing level to reflect the needs of the community. The minimum staffing level set by the Town is one (1) shift Captain and five (5) fire fighter-engineers on duty during each shift. Three (3) members of the bargaining unit are allowed off at a time per shift.
- 6b. Effective July 1, 2008 The Town of New Canaan sets the minimum staffing level of daily shifts for members of the Bargaining Unit. The Town reserves the right to change the minimum staffing level to reflect the needs of the community. The minimum staffing level set by the Town is one (1) shift Captain, one (1) Lieutenant and four (4) fire fighter-engineers on duty during each shift. Three (3) members of the bargaining unit are allowed off at a time per shift.
7. Any career fire fighter who is eligible to be an Acting Captain, but who does not want to act in that capacity for the duration of the current contract, must submit a letter to the Chief requesting that his/her name be withdrawn from eligibility. This letter must be reviewed at the beginning of any new contract. Delete as of July 1, 2008
8. The Chief may accept “opt-out” letters. Letters from senior members shall take precedence. The Chief has the right to deny a requested “opt-out” to any fire fighter if this “opt-out” would jeopardize the minimum staffing requirements set by the Town. Once a staffing deficiency is corrected, the Chief will remove the stay on the requested “opt-out” letter. Delete as of July 1, 2008

**ARTICLE 8
LONGEVITY**

1. In addition to his/her regular wages, each employee within the Bargaining Unit shall receive, annually:
 - Upon completion of five (5) years service \$200
 - Upon completion of ten (10) years service \$300
 - Upon completion of fifteen (15) years service \$400
 - Upon completion of twenty (20) years service \$500
 - Upon completion of twenty-five (25) years of service \$750
2. Payments shall be made in two (2) equal installments, in the first pay period in December and June.

**ARTICLE 9
VACATION**

<u>Years of Service</u>	<u>Vacation</u>
1 through 5 years	12 - twelve-hour blocks
6 through 9 years	13 - twelve-hour blocks
10 through 15 years	16 - twelve-hour blocks
Over 16 years	22 - twelve-hour blocks

An employee may take vacation in four (4) hour blocks.

**ARTICLE 10
HOLIDAYS**

The following twelve (12) days during the year are recognized as holidays for members of the bargaining unit:

New Year's Day	Fourth of July
Martin Luther King Day*	Labor Day
President's Day	Columbus Day
Good Friday	Veterans' Day
Easter	Thanksgiving Day
Memorial Day	Christmas Day

* Date when officially observed

** Memorial Day shall be recognized on the day the Town has its annual parade.

1. An employee who regularly scheduled shift starts at 7:00 AM on the above-mentioned holidays shall, in addition to a compensatory day off, receive wages for the twenty-four (24) hour period at the rate of time and one-half (1 ½) for the holiday worked.
2. Holidays must be used in the fiscal year they are earned or, in the event the employee wishes to be paid a day's pay in lieu of the time off, the employee shall turn in his/her earned slip and he/she shall be paid for that day on the next regularly scheduled pay day. Payment in lieu of time off shall be limited to a maximum of twelve (12) days in any fiscal year. All accrued compensatory holiday time earned prior to July 1, 1991 shall be grandfathered and may only be used as compensatory time off.
3. An employee may take time off in four (4) hour increments.

**ARTICLE 11
FUNERAL LEAVE**

1. All employees shall be entitled to funeral leave of one and one half (1 ½) shift with full pay in the event of the death of a member of his/her immediate family. Immediate family is defined as grandparents, parents, spouse, child, grandchild, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepparents, stepbrother, stepsister, foster parents, foster brother or sister, or any relative whether by birth or marriage who was regularly domiciled in the employee's household.
2. All employees shall be entitled to the day (12 hours) of the funeral for aunts, uncles, niece and nephew.

**ARTICLE 12
MEDICAL BENEFITS**

1. The Town shall provide all Union members with an option of one (1) comprehensive major medical insurance plan. The options shall represent a Preferred Provider Option (PPO). The limits and amounts of coverage are mutually agreed upon by the Town and the Union for this contract as negotiated, and said coverage shall not be changed without the written mutual consent of each. The town shall notify the union within sixty (60) days of the premium rate increase.
2. Effective July 1, 2007, each Union member that chooses the Preferred Provider Option (PPO) shall contribute 7% of the premium annually. The Town shall deduct the amount from the employee's pay in equal installments over the course of the calendar year.
3. Effective July 1, 2008, each Union member that chooses the Preferred Provider Option (PPO) shall contribute 8% of the premium annually. The Town shall deduct the amount from the employee's pay in equal installments over the course of the calendar year.
4. Effective July 1, 2009, each Union member that chooses the Preferred Provider Option (PPO) shall contribute 9% of the premium annually. The Town shall deduct the amount from the employee's pay in equal installments over the course of the calendar year.
5. The Town shall provide all Union members with Medigap Coverage during the term of this contract. The Town's Medigap Coverage is a continuation of the medical benefits incorporated in the Town's Preferred Provider Plan (see "Summary Plan Description"). At age sixty-five (65), Medicare will become the primary insurer, and any medical costs not covered by Medicare will be paid by Town's insurer in accordance with the provisions described in the Summary Plan Description. The Town reserves the right to change insurers or administrators during the term of this contract, with the intent of maintaining coverage described above. The provided plan must meet or exceed the plan being replaced.

6. The Town will pay the premium costs of the Dental Plan for the employees, and include provisions so that employees, at their own expense, could include coverage for their dependents. *The Town shall contribute twenty-five (25) percent of the premium costs for spousal dental coverage.*
7. Effective July 1, 2007, each Union member will have the option to elect to not have medical and dental insurance provided to the member and his family by the Town of New Canaan. If the member elects to choose this option, the member must provide proof of alternate medical insurance for the member and their family. Once proof is provided and verified, the Town of New Canaan will compensate the member three thousand dollars (\$3000.00) in two payment. One on the first pay period in December for (\$1,500.00) and the next on the first pay period in June for (\$1,500.00) each year the member elects this option. The member will have the option of choosing their coverage once each year on a mutually agreed upon date by the Town and the Union.
8. The Town of New Canaan will offer vision coverage to the employee. The employee has the option to add family members at the town employees expense.
9. Retirees:
 - A. For employees who retired prior to July 1, 1994, the Town agrees to pay an amount not to exceed \$750.00 annually toward the cost of the premium for the Town's Group Insurance Plan.
 - B. For Bargaining Unit employees who retire under the provisions of the Town's Pension Plan on or after July 1, 1994 the Town agrees to pay the cost of the employee's coverage for the Town's Group Hospitalization, Comprehensive Medical Service, and Major Medical Insurance, provided, however, that should the retired member have comparable benefits available at no additional cost to him/her (resulting from his/her subsequent employment, or through the employment of his/her spouse) the benefits provided under this section will be suspended, but shall be reinstated if said subsequent employment terminates. The employee will continue to be eligible for this benefit until his/her Medicare Retirement Date. He/she shall have the option of purchasing, at his/her own cost, the same insurance coverage for his/her spouse or dependents.
 - C. For Bargaining Unit employees who retire under the provisions of the Town's Pension Plan on or after June 30, 2000, the Town agrees to pay the cost of the employee's coverage for the Town's Group Hospitalization, Comprehensive Medical Service, and Major Medical Insurance, provided, however, that should the retired member have comparable benefits available at no additional cost to him/her (resulting from his/her subsequent employment, or through the employment of his/her spouse) the benefits provided under this section will be suspended, but shall be reinstated if said subsequent employment terminates. The employee will continue to be eligible for this benefit until his/her Medicare

Retirement Date. The retiring member of the Bargaining Unit will have a choice at the time of retirement of the Preferred Provider Option, (PPO), or the Point of Service Open Access Plan (OAPOS).

- D. The Town will provide an annual stipend in the amount of two thousand five hundred dollars (\$2,500) for all members who retire on or after July 1, 2000. This annual stipend shall be administered by the Town and used for the sole purpose of offsetting the costs of medical insurance for the retiree's spouse. The Town shall pay the stipend directly to the insurance provider and not to the retired member. If comparable medical insurance is available to the retired member's spouse at no cost to them, then the said stipend shall not be provided until such time as the member's spouse is no longer provided with said insurance coverage. This benefit will be available to the retiree's spouse until his/her Medicare Retirement Date.
10. In order to assist the employee with maintaining good physical fitness, the Town shall pay up to seven hundred and fifty dollars (\$750.00) of the annual cost of an approved wellness program at a local physical fitness facility approved in advance by the Town and with evidence of enrollment.

ARTICLE 13 UNIFORMS AND EQUIPMENT

1. Upon appointment to the New Canaan Fire Department, a regular member of the department shall receive suitable clothing and equipment in the same manner as heretofore established by the policy of the Department.
2. A uniform allowance of \$950.00 per year per employee shall be paid directly to New England Uniform for the purchase of uniforms and equipment.

All new employees shall receive the following upon hire:

- Four (4) pair of pants
 - Three (3) short and three (3) long sleeve work shirts.
 - One (1) pair of regulation shoes
 - Five (5) tee shirts which shall be approved by the Chief
 - One (1) Class A Uniform
 - One (1) summer/spring coat and one (1) winter coat
3. Each employee is to receive every ten (10) years a complete dress uniform consisting of one (1) blouse, one (1) pants, two (2) dress shirts and one (1) hat if necessary.
 4. Each employee is to receive every five (5) years a spring/summer/fall weight jacket and one (1) winter weight jacket.

5. The Town shall provide each employee with his/her own protective equipment, which meets NFPA/OSHA standards, of good quality and condition consisting of turnout coat, night hitch, boots, helmet, hood and gloves, to be replaced every five years or earlier if the Town deems necessary. All firefighters must be provided with a spare set of turn out gear. Each employee shall be issued personal bail out ropes. Each firefighter shall be issued personal SCBA masks and bag.

The Town shall provide each employee with new patches.

ARTICLE 14 SUBSTITUTIONS

1. Trades or substitutions of work shifts, time blocks, or hours of work between employees shall be permitted, provided the Chief, or his designated representative, grants prior approval, and the substitution does not result in any additional costs to the Town. It is intended that all reasonable requests for such substitution shall be honored.

ARTICLE 15 COLLECTIVE BARGAINING

1. All collective bargaining with respect to hours of work, wages, grievance procedure and conditions of employment shall be conducted by the authorized representative of Local 3224 and the authorized representatives of the Town of New Canaan.
2. Each employee of the Bargaining Unit who is a member of the negotiations committee shall be granted leave from duty with full pay when he/she meets with the Town for the purposes of collective bargaining. If the employee is not on duty at the time of the meeting, he/she shall not be entitled to pay. This provision shall be limited to one (1) on-duty employee.

ARTICLE 16 PENSION PLAN

1. Pension benefits for members of the Bargaining Unit are computed on the basis of two and one-half (2 ½%) percent per year of credited service up to a maximum of seventy-five (75%) percent times the highest one (1) year of the last ten (10) years annual compensation.
2. Retirement age eligibility is twenty (20) years of service and age (50)
3. The normal retirement date for career fire fighters is the first of the month according to the criteria set forth in paragraph two (2) of this section.

4. Effective July 1, 2003, the payroll deduction for the pension program for all members of the bargaining unit shall be three quarters (3/4) of one percent of their annual compensation.
5. One representative from the Union shall be a member of the Town's Administrative Agent" and/or the "Committee" of the Pension Board/Plan.
6. No participant in the Pension Plan shall be required to make contributions to the Pension Plan after thirty (30) years of service.
7. At retirement, members of Local 3224 may sell back their accrued unused vacation and sick time for additional pension credit. Vacation and sick time can be sold back in increments of one day and are worth .05% credit for pension purposes. Sick days accrued and payable are those days in excess of 110 days and are payable at 50%. That is each day in excess of 110 days is valued at one-half of one day. Maximum Sick days accrued are 190. Therefore, if an employee has 190 sick days accrued, he will be able to sell back 40 days for pension credit. (190 days-110 days times 50%=40 days). If an employee has the maximum vacation days of 44 and the maximum sick days of 40, the Town will give a bonus of .8% to maximize the pension buyback for a total buyback of 5%. This is in addition to the employee's regular pension. Excess, fractional or days not sold back will be paid at retirement. The attached calculation details varying levels of the sellback provision.
8. 60% of pension benefits for members of the Bargaining Unit will be provided to member's eligible dependents in the event of death of an active member. The annual benefit set forth above shall not exceed the annual retirement benefit prior to death.

ARTICLE 17 ANNUAL PHYSICALS

1. Each employee, at the employer's expense, shall be requested to have a physical examination annually, during the month corresponding to the employees' anniversary. Said examination shall consist of complete tests for both a baseline physical, and an annual physical, and other tests as may be determined by the physician(s) assigned by the Town to conduct the physical examination. The base physical shall consist of:
 - Baseline physical and job related history
 - a. 12 lead EKG
 - b. Pulmonary Spirometry
 - c. Lab Test: Chem 20, CBC, Platelets, Serum, PCG, heavy metals, organophosphates
Heavy metals:
 1. Creatine, urine
 2. Cadmium, urine

- 3. Arsenic, urine
 - 4. Lead, urine
 - 5. Mercury, urine
 - d. Chest X-Ray
 - e. Hearing Test – 500-600 MHz
 - f. Vision, Visual Acuity, Peripheral Fields
- Annual Physical
 - a. History and physical
 - b. Hernia
 - c. 12 Lead IKG
 - d. Pulmonary Spirometry
 - e. Lab Test: Chem 20, CBC, Platelets
 - f. Hearing Test: 500-600 MHz Vision,
 - g. Visual Acuity, Peripheral Fields

ARTICLE 18 DISCIPLINARY ACTION

1. No permanent employee shall be removed, dismissed, discharged, suspended, fined, reduced in rank or discipline in any other manner except for just cause.
2. If any employee is disciplined, and in the judgment of such employee, this action is taken by an officer of the Department without just cause, he/she may, no later than seven (7) days after the date of such action, appeal in writing to the Fire Commission to have the action rescinded, or have the severity of the punishment reduced. Within thirty (30) days after receiving such appeal, the Fire Commission or any members thereof designated by the commission for the purpose, shall meet with the Union's Grievance Committee for the purpose of attempting to resolve the dispute with respect to such disciplinary action.
3. If the commission shall deem it necessary in connection with any such disciplinary action, or in connection with any complaint from anyone outside the department with respect to the conduct of any employee, it shall have the right to conduct a hearing or a trial with respect thereto in accordance with the procedure heretofore employed for such hearings or trials.
4. If any employee is dissatisfied with the results of any hearing or trial held by the commission, or if the commission shall fail to meet with the Union's Grievance Committee within such thirty (30) day period, or if the commission shall fail to make a decision or schedule a hearing or trial within five (5) days of such meeting, or if such hearing or trial shall not be held within thirty (30) days after the hearing or trial is completed, the Union may, no later than ten (10) days thereafter, submit such dispute for arbitration to the Connecticut State Board of Mediation and Arbitration, under its rules and procedures.

5. The decision of the arbitrator shall be final and binding, provided the arbitrator decides only whether or not a specific provision of this agreement has been violated and in no event shall the arbitrator have the power or authority to modify, alter, amend, add to or detract from any provision of the agreement. The costs of arbitration shall be divided equally between the Town and the Union. The arbitrator's decision may be enforced by proper action in any court of competent jurisdiction. The arbitrator shall have the power to uphold the action of the Town 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 back pay.
6. Any employee shall have the right to represent himself or to be represented by the UNION or by counsel in any such appeal, trial, hearing or arbitration proceeding.

ARTICLE 19 GRIEVANCE PROCEDURES

1. If any dispute shall arise between the Union and the Town or the department in connection with the construction, interpretation, validity or performance of this agreement, the party seeking adjustment of such dispute shall submit a written statement thereof to the Chief of the Fire Department, or the president of the Local, as the case may be. Within five (5) business days after receipt of any such statement, the matter shall be discussed between the representatives of the Union and the Chief or a person delegated by him, for the purpose of attempting to resolve the dispute.
2. If the Chief does not meet with the Union's Grievance Committee within such five (5) day period, or if the grievance is not resolved to the satisfaction of the Union within five (5) days after such meeting the Union may appeal, in writing, to the Fire Commission to determine such grievance. Within thirty (30) days after receiving such appeal, the Fire Commission, any members thereof designated by the Commission for the purpose, shall meet with the Union's Grievance Committee for the purpose of attempting to resolve the dispute.
3. Any dispute not settled within fifteen (15) days after the matter shall have been submitted to the president of the Local, or within fifteen (15) days after the Fire Commission shall have failed to meet with the Grievance Committee, or if the Fire Commission shall have failed to meet with the Grievance Committee with respect to a dispute within thirty (30) days provided for in Section 2, such dispute may be submitted to arbitration in a manner provided for and upon the same terms and conditions as those providing for the arbitration of disputes with respect to disciplinary action in Article 18 hereof.
4. Days referred to in this Article shall mean calendar days.

**ARTICLE 20
MANAGERIAL RIGHTS**

1. Except as specifically and explicitly limited by the specific provisions of the agreement, the entire management of the Fire Department and the direction of its working forces, including the right to direct, plan and control its operations; to hire, lay off, recall, transfer, promote, demote, suspend, discipline, discharge and direct employees; to introduce new and improved methods, equipment and facilities and all other managerial powers heretofore traditionally vested in the Town shall remain vested exclusively in the Town.

**ARTICLE 21
PAYROLL DEDUCTION OF UNION DUES**

1. The Town shall make monthly deduction of Union dues from the earned wages of all employees in such amount as determined by the Union, provided that no such deduction shall be made from any employee's wages except when authorized by the employee on an appropriate form. It shall be a condition of employment for all employees of the New Canaan Fire Department hired after June 30, 1988 to pay such agency fee to the Union.

**ARTICLE 22
WORKER'S COMPENSATION**

1. An employee injured or disabled in the performance of his/her duties, who qualifies under the Worker's Compensation Act and its most recent amendments for benefits, is entitled to the difference between compensation benefits and his/her normal daily wage, not to exceed one hundred (100) percent of his/her normal daily wage not to exceed a total of twenty four (24) months or the date of maximum medical recovery as determined by the Workers Compensation Commission, whichever comes first.
2. At any time during the recovery period, the Town can require the injured employee to undergo a physical examination conducted by a physician designated by the Town, and the employee will provide the Chief with a medical update and report of his/her condition every sixty (60) days, unless waived by the Chief.

**ARTICLE 23
LAYOFF**

1. In the event of any reduction in the work force, employees shall be laid off in inverse order of department seniority for up to eighteen (18) months from the date of layoff. Employees who are laid off shall be recalled in the reverse order of layoff, namely the last employee laid off is the first to be rehired.

**ARTICLE 24
SENIORITY**

1. Seniority shall be defined as an employee's length of continuous service with the Town dating from his most recent date of hire by the Town.
2. Seniority will be considered lost for the following reasons:
 - A. When a layoff exceeds eighteen (18) months;
 - B. When an employee is discharged for just cause;
 - C. When an employee voluntarily terminates his employment;
 - D. Retirement;
 - E. Failure to notify the First Selectman of his/her intention to return to work within seven (7) working days after delivery of notice of recall sent to his/her last address furnished by the employee, or, after replying to such notice, failure to report for work on the day scheduled for his/her return to work.

**ARTICLE 25
TUITION REIMBURSEMENT**

1. Effective July 1, 1991, the Town agrees to reimburse all employees, all reasonable tuition, fees and books upon their successful completion of any educational course approved in advance by the New Canaan Fire Commission. The maximum tuition reimbursement will be the University of Connecticut tuition or tuition at a comparable college up to a fiscal year maximum of \$2,000. The courses shall be related to a fire fighter's work and/or science.

**ARTICLE 26
TRAINING**

1. In order to protect the health and safety of the employees, the Town shall provide a minimum of sixty (60) hours of training for each employee, with no less than twenty (20) hours in any six (6) month period, thirty (30) of the sixty (60) hours shall be while the

members are on their regularly shift. Training shall be in compliance with OSHA standards. Instructors certified in the subject they are teaching shall provide training. In the event that an employee is required to attend such training out of town during their regularly scheduled shift, they shall be granted leave with full pay. In the event an employee is scheduled to attend such training, whether in town or outside of town, on their time off, the Town shall pay to the employee wages equal to one and one-half (1 ½) times the employee's hourly rate for all hours in training. The Town shall reimburse all travel expenses incurred.

2. If an employee desires to attend a certified fire course or accredited educational course at an educational institution during the employee's normally scheduled tour of duty, the employee may apply for four (4) hour blocks of accumulated vacation, accumulated holidays or compensatory time for such courses. School time of sixteen (16) hours can be taken in a four (4) hour block with additional hours on an hour by hour basis.

ARTICLE 27 CERTIFICATION

1. All new employees hired on or after July 1, 2007, must be certified by the State of Connecticut Commission on Fire Prevention and Control on the level of Fire fighter II within twenty-four (24) months of date of hire. The Town shall provide the employee with the opportunity to receive the training.
2. All new employees must be certified by the State of Connecticut Commission on Fire Prevention and Control on the level of Fire Pump Operator within twelve (12) months of the date of hire. The Town shall provide the employee the opportunity to receive the training. In order to acquire the certification of Fire Pump Operator, the employee is first required to attain a Class 2 driver's license with the Q Endorsement by the Connecticut Department of Motor Vehicles. The Town shall provide the employee with the opportunity to receive the training. The Town shall pay for all fees related to acquiring this license.
3. It is understood by the Town and the Union that extenuating circumstances may allow section 2 time period to be extended.
4. All existing employees shall maintain, as a condition of employment, State of Connecticut Medical Response Technician Certification. The Town shall provide the training necessary to complete said course. No employee shall be disciplined in any manner for not attaining or maintaining the above mentioned certification if the Town fails to provide the necessary training.
5. All employees hired after July 1, 2000 shall attain, as a condition of employment, State of Connecticut Medical Response Technician certification, within the first year of employment. The Town shall provide the training necessary to complete said course. No

employee shall be disciplined in any manner for not attaining or maintaining the above mentioned certification if the Town fails to provide the necessary training.

6. All employees shall receive a stipend of one hundred dollars (\$100.00) for all State of Connecticut Commission Fire Prevention and Control certifications that are not mandated by employment requirements, current job description or Fairfield County Hazardous Incident Response Team membership.
7. Employees shall be entitled to one (1) of the two (2) of the following:
 - i. Employees certified as Emergency Medical Technicians shall be paid a flat sum of five hundred dollars (\$500.00) payable the first pay period of June.
 - ii. Employees certified as Medical Response Technicians shall be paid a flat sum of three hundred dollars (\$300.00) payable the first pay period of June.
8. All employees who are members of the Fairfield County Hazardous Incident Response Team in good standing, and are certified as Hazardous Materials Technician by the State of Connecticut Commission on Fire Prevention and Control, shall receive a stipend of one thousand dollars (\$1,000.00) annually in the first pay period of June.
9. The Town agrees to pay a one hundred dollar (\$100.00) stipend to a career fire fighter upon becoming certified as a Scott Air Pak Field Technician payable the first pay period of June.

ARTICLE 28 DRUG TESTING POLICY

1. Policy:

It is the policy of this department that the critical mission of the fire service has a reasonable employee drug-testing program. The fire service profession has several uniquely compelling interests that justify the use of employee drug testing. The public has a right to expect that those who are sworn to protect them and their property are at all times both physically and mentally prepared to assume these duties. There is sufficient evidence to conclude that the use of controlled substances, and other forms of drug abuse will seriously impair an employee's physical and mental health, and thus, their job performance.

Where fire service officers participate in illegal drug use and activity, the integrity of the profession, and the public confidence in it are destroyed. This confidence is further eroded by the potential for corruption created by drug use. Therefore, in order to ensure the integrity of the department, and to preserve public trust and confidence in a fit and

drug-free fire service profession, this department shall implement a drug-testing program to detect prohibited drug use by sworn employees.

2. Statement:

Both the Town and the Union strongly favor a drug free work environment. To that end, an Employee Assistance Program has been established for all employees, which will provide counseling, evaluations, and treatment referrals, if needed, and will deal with such problem areas as family, financial, legal, emotional and substance abuse.

3. Definitions:

- A. Sworn Employee - Those employees who have been formally vested with the responsibilities as a fire fighter.
- B. Supervisor - Those sworn employees assigned to a position having day-to-day responsibility for supervising subordinates, or who are responsible for commanding a work element.
- C. Drug Test - The compulsory production and submission of urine by an employee in accordance with departmental procedures, for chemical analysis to detect prohibited drug usage.
- D. Reasonable Suspicion - That quantity of proof or evidence that is more than a hunch, but less than probable cause. Reasonable suspicion must be based on specific, objective facts and any rationally derived inferences from those facts about the conduct of an individual that would lead the reasonable person to suspect that the individual is or has been using illegal drugs while on or off duty.
- E. Probationary Employee - For the purpose of this policy only, a probationary employee shall be considered to be any person employed with the department as a fire fighter.

4. Prohibited Activity:

The following rules shall apply to all applicants, probationary and sworn employees, while on and off duty:

- 1. No employee shall illegally possess any controlled substance.
- 2. No employee shall ingest any controlled or other dangerous substance, unless as prescribed by a licensed medical practitioner. The employee may be temporarily reassigned to other duties, where appropriate.
- 3. Any employee who intentionally ingests, or is made to ingest a controlled substance shall immediately report the incident to their supervisor so that appropriate medical steps may be taken to ensure the employee's health

and safety.

4. Any employee having a reasonable basis to believe that another employee is illegally using, or in possession of any controlled substance shall immediately report the facts and circumstances to any supervisor.
5. Discipline of sworn employees for violation of this policy shall be in accordance with the due process rights provide in the department's discipline and grievance procedures.
5. Applicant Drug Testing:
 1. Applicants for the position of fire fighter shall be required to take a drug test as a condition of employment during a pre-employment medical examination.
 2. Applicants shall be disqualified from further consideration for employment under the following circumstances:
 - a. Refusal to submit to a required drug-test; or
 - b. A confirmed positive drug-test indicating drug use prohibited by this policy.
6. Probationary Employee Drug-Testing:
 1. All probationary employees shall be required as a condition of employment to participate in any unannounced mass/mandatory drug tests scheduled for the probationary period. The frequency and timing of such tests shall be determined by the Chief or his/her designee.
 2. In addition, where the probationary employee has a past history of drug use, he/she shall be required to submit to random-testing until the probationary period is successfully completed. The frequency and timing of such testing shall be determined by the Chief or his designee.
7. Employee Drug Testing:

Firefighters will be required to take drug tests as a condition of continued employment in order to ascertain prohibited drug use, as provided below:

 1. A drug test will be administered as part of any regular physical examination, if any, as required by this department and if mutually agreed upon by the Town and the Union.

2. A drug test shall be considered as a condition of application to any specialized units within the department, and shall be administered as part of the required physical examination, if any, for that position.
3. An employee shall be required to undergo drug and/or alcohol testing if the supervisor believes there is probable cause that the employee may be in violation of Sections 4, 1 and 2 of this article, which must be supported by a signed affidavit from another supervisor attesting to their beliefs. Testing will only be ordered by the Chief or the Fire Commission. Whenever an employee is required to undergo testing, the Union president or other representative may, if requested, accompany the employee.
4. Should the employee test positive for legal substances (i.e., alcohol or prescribed medication) the employee shall be required to be evaluated by an employee assistance program counselor and successfully complete the prescribed course of treatment, if needed and as determined by the employee assistance program counselor or prescribing physician. Any further disciplinary action will be held in abeyance pending the further disciplinary action will be held in abeyance pending the counselor's recommendations. If a treatment program is required, the employee shall be required to complete treatment and attend support group meetings at least once a week for fifty-two (52) weeks, which must be verified in writing. The employee will also be subject to random testing for one (1) year. Failure to comply with any of the above conditions, or testing positive a second time during the first year or after care, shall result in termination.
5. Should an employee test positive for illegal substances, he shall be terminated.
6. An employee who has previously completed a treatment program as defined in four (4) above and tests positive for the same legal substances a second time within a three-year period while on duty, shall be terminated. EXCEPTION: When that legal substance is taken in the prescribed dosage per prescribing physician in accordance with a medical treatment plan. A statement from the prescribing physician attesting to the medical necessity of the drug will negate termination. Self-referrals to the employee assistance program shall not count against the employee. Refusal to submit to testing shall result in termination.
7. All testing shall be conducted in a manner that will ensure that the chain of custody has been maintained. (Reference Sections 8, 6, 7, 10, 1 and 2) All initial positive tests shall be verified by a confirming second test.
8. There shall also be a split sample available for further verification by another laboratory under the chain of custody. All tests must be positive for a finding of a "positive". Any finding of "negative" during any of the process, shall clear the employee.

9. Any disciplinary action taken under this article, including termination, shall be in accordance with Article 18, providing that due process is adhered to and all tests indicate “positive” findings.
8. Drug-Testing Procedures:
 1. The testing procedures and safeguards provided in this policy to ensure the integrity of department drug testing shall be adhered to by any personnel administering drug tests.
 2. Personnel authorized to administer drug tests shall require positive identification from each employee to be tested before they enter the testing area.
 3. A pre-test interview shall be conducted by testing personnel with each employee in order to ascertain and document the recent use of any prescription or non-prescription drugs, or any indirect exposure to drugs that may result in a false positive test result.
 4. The bathroom facility of the testing area shall be private and secure.
 - a) Authorized testing personnel and a Union official, if requested, shall search the facility before an employee enters it to produce a urine sample, and document that it is free of any foreign substance.
 - b) The employee to be tested shall disrobe before entering the bathroom facility, and be provided a light robe.
 - c) Testing personnel of the same sex as the employee shall observe production of the urine sample.
 5. Where the employee appears unable, or unwilling, to give a specimen at the time of the test, testing personnel shall document the circumstances on the drug test report form. The employee shall be permitted no more than eight hours to give a sample, during which time he/she shall remain in the testing area under observation. Reasonable amounts of water may be given to the employee to encourage urination. Failure to submit a sample shall be considered a refusal to submit to a drug test.
 6. Employees shall have the right to request that their urine sample be split and stored in case of legal disputes. The urine samples must be provided at the same time, and marked and placed in identical specimen containers by authorized testing personnel. One sample shall be submitted for immediate drug testing. The other sample shall remain at the facility in frozen storage. The sample shall be made available to the employee or his attorney should the original sample result in a legal dispute or the chain of custody be broken.

7. Specimen samples shall be sealed, labeled and checked against the identity of the employee to ensure the results match the tested specimen. Samples shall be stored in a secured and refrigerated atmosphere until tested or delivered to the testing lab representative.
8. Whenever there is a reason to believe that the employee may have altered or substituted the specimen to be provided, a second specimen shall be obtained immediately, under direct observation of the testing personnel.
9. Drug-Testing Methodology:
 1. The testing or processing phase shall consist of a two-step procedure:
 - a. Initial screening test, and
 - b. Confirmation test.
 2. The urine sample is first tested using the initial drug screening procedure. An initial positive test result will not be considered conclusive; rather, it will be classified as “confirmation pending.” Notification of test results to the supervisor or other departmental designee shall be held until the confirmation test results are obtained.
 3. A specimen testing positive will undergo an additional confirmatory test. The confirmation procedure shall be technologically different and more sensitive than the initial screening test.
 4. The drug screening tests selected shall be capable of identifying marijuana, cocaine, and every major drug of abuse including heroin, amphetamine and barbiturates. Personnel utilized for testing will be certified as qualified to collect urine samples or adequately trained in collection procedures.
 5. Concentrations of a drug at or above the following levels shall be considered a positive test result when using the initial immunoassay drug screening test:

Initial Test	Level Ng/ml
Marijuana	100
Cocaine metabolite	300
Opiate metabolites	300 (1)
Phencyclidine	25
Amphetamines	1000

(1) 25ng/ml if immunoassay specific for free morphine

6. Concentrations of a drug at or above the following levels shall be considered a positive test result when performing a confirmatory GC/MS test on a urine specimen that tested positive using a technologically different screening method:

Confirmatory Test	Level Ng/ml
Marijuana	15 (2)
Cocaine metabolite	150 (3)
Opiates	
Morphine	300
Codeine	300
Phencyclidine	25
Amphetamines:	
Amphetamine	500
Met amphetamine	500

(2) Delta -9-tetrahydrocannabinolcarboxylicacid

(3) Benzoylcegonine

7. The laboratory selected to conduct the analysis shall be experienced and capable of quality control, documentation, chain-of-custody, technical expertise, and demonstrated proficiency in urinalysis.
 8. Employees having negative drug test results shall receive a memorandum stating that no illegal drugs were found. If the employee requests such, a copy of the letter will be placed in the employee's personnel file.
 9. Any employee who breaches the confidentiality of testing information shall be subject to discipline.
10. Chain of Evidence-Storage:
1. Each step in the collecting and processing of the urine specimens shall be documented to establish procedural integrity and the chain of custody.
 2. Where a positive result is confirmed, urine specimens shall be maintained in secured, refrigerated storage for an indefinite period.
11. Drug-Test Results:
1. All records pertaining to department-required drug tests shall remain confidential, and shall not be provided to other employers or agencies without the written permission of the person whose records are being sought.

2. Drug test results and records shall be stored and retained in compliance with State law, or for an indefinite period in a secured area where there is no applicable state law.

**ARTICLE 29
FAMILY AND MEDICAL LEAVE**

1. The Town will provide leaves consistent with the Family and Medical Leave Act (“FMLA”). Additionally, FMLA leave will run concurrently with other leave entitlements granted under this agreement. The Town will apply the rolling basis method to determine how much leave an employee is entitled to under the FLMA. The Town may also require an employee to periodically contact the Town about his or her status while out on FLMA.
2. The Town will consider and treat extended leave requests consistent with applicable Federal and State laws.

**ARTICLE 30
PREGNANCY LEAVE**

1. The Town will provide leave to an employee unable to work because of pregnancy, childbirth or related medical condition consistent with Federal and State laws. If applicable, pregnancy leave runs concurrently with FMLA or other leaves.
2. In addition, a pregnant employee who reasonably believes that continuing to work in her present position may cause injury to herself or her fetus may request a temporary transfer to another position. Written notice of the pregnancy and a request for transfer must be given to the Town administrative officer. Upon receiving proper notice, the Town will make a reasonable effort to transfer the pregnant employee to any suitable temporary position which may be available.

**ARTICLE 31
JOB CLASSIFICATION & WAGE RATES
SCHEDULE A, B & C**

Schedule A

Step	06-07	07-08	08-09	09-2010
1	\$44,280.83	\$45,830.66	\$47,663.89	\$49,570.45
2	\$46,799.10	\$48,437.07	\$50,374.55	\$52,389.53
3	\$50,613.15	\$52,384.61	\$54,479.99	\$56,659.19
4	\$54,231.03	\$56,129.12	\$58,374.28	\$60,709.25
5	\$60,498.31	\$62,615.75	\$65,120.38	\$67,725.20

Schedule B

Step	06-07	07-08	08-09	09-2010
1	\$43,433.15	\$44,953.31	\$46,751.44	\$48,621.50
2	\$45,914.24	\$47,521.24	\$49,422.09	\$51,398.97
3	\$49,727.27	\$51,467.72	\$53,526.43	\$55,667.49
4	\$53,346.18	\$55,213.30	\$57,421.83	\$59,718.70
5	\$59,613.45	\$61,699.92	\$64,167.92	\$66,734.64

Schedule C

Step	06-07	07-08	08-09	09-2010
1	\$42,694.91	\$44,189.23	\$45,956.80	\$47,795.07
2	\$45,151.23	\$46,731.52	\$48,600.78	\$50,544.81
3	\$48,989.03	\$50,703.65	\$52,731.80	\$54,841.07
4	\$52,607.94	\$54,449.22	\$56,627.19	\$58,892.28
5	\$58,875.22	\$60,935.85	\$63,373.28	\$65,908.21

Lieutenants Pay Scale

July 1, 2008	\$ 66,748.39
July 1, 2009	\$ 71, 153.79

Captains Pay Scale

July 1, 2006	\$ 73, 568.55
July 1, 2007	\$ 76, 143.45
July 1, 2008	\$ 79, 189.19
July 1, 2009	\$ 82, 356.76

All new employees hired after July 1, 2000, will be paid at the salary rates on Salary Schedule C. When the new employee receives the State of Connecticut certification, as Pump Operator or Fire fighter II his/her salary step shall be advanced to the appropriate salary step in Schedule B. When the employee receives both Pump Operator and Fire Fighter II certification, his/her salary step will advance to the appropriate salary step on Schedule A.

**ARTICLE 32
LIFE INSURANCE BENEFITS**

1. The Town will provide its regular full-time employees with group life insurance with accidental death and dismemberment coverage in the amount of seventy-five thousand dollars (\$75,000).

**ARTICLE 33
TERMS OF AGREEMENT**

1. The agreement shall be effective upon signing except that wage increases shall be retroactive to July 1, 2006. This agreement shall continue in effective through June 30, 2010, and shall continue in effect from year to year except that it may be amended effective at the date of expiration by one part giving notice to the other parties not later than one hundred twenty (120) days prior to the expiration date of intentions to amend the agreement. Within ten (10) days of receipts of such notice by either party, a conference shall be held between the Town and the Union for the purpose of considering such amendment.

**ARTICLE 34
PROMOTION REQUIREMENTS FOR CAPTAIN AND LIEUTENANT**

1. The Chief will make recommendations for promotion to the position of Captain and Lieutenants to the Fire Commission for approval. The Chief will submit the names of all fire fighters who meet the following promotional criteria. The Fire Commission has the right to pick up to the top three candidates for promotion. If there are fewer than three

eligible candidates, then the Fire Commission will submit all eligible names. The Fire Commission will make good faith efforts to fill vacancies within one hundred eighty (180) days of that vacancy being posted.

2. The Captain's and Lieutenant's exam will be administered every two (2) years regardless of openings to provide current list for acting purposes.
3. Testing
 - A. Complete a standardized written promotional exam for the fire service. This exam will constitute sixty (60) percent of the evaluation. A score of seventy (70) percent will be the minimum passing grade.
 - B. Complete an oral review conducted by a board of fire service officers holding the rank of captain or higher. The members of the review board will be comprised solely of officers who are not affiliated in any way with the New Canaan Fire Company No. 1. This oral review will constitute thirty (30) percent of the evaluation. Chief Officers of the New Canaan Fire Department/ Company shall be allowed to observe the interview process.
 - C. Seniority will account of up to ten (10) percent of the evaluation. One half (1/2) point for each year of service will be awarded for up to twenty (20) years of service. Lieutenants will earn an additional one half (1/2) point for each year of service as a Lieutenant for up to ten (10) years of service.
 - D. Formula for calculating final score:
$$(\text{Written score} \times .60) + (\text{oral score} \times .30) + (\text{seniority points} \times .10) = \text{total score. Example } (75 \times .60) + (85 \times .30) + (10 \times .10) = 71.5$$
 - E. Testing and review boards shall be performed no earlier than sixty (60) days after a vacancy is posted.
4. Certifications:
 - A. Lieutenant Position. Attainment of FireFighter I, Fire Fighter II , Pump Operator and Fire Service Instructor 1 certification by the State of Connecticut Commission on Fire Prevention and Control. Attainment of the State of Connecticut Medical Response Technician or Emergency Medical Technician.
 - B. Captain Position. Attainment of Fire Fighter I, Fire Fighter II ,Pump Operator, Fire Service Instructor 1 and Fire Officer 1 (Fire Officer 1 for those appointed after July 1, 2006)certification by the State of Connecticut Commission on Fire Prevention and Control. Attainment of the State of Connecticut Medical Response Technician or Emergency Medical Technician.

- C. Eligible candidates must already hold the above certifications at time of testing.
5. Length of Service:
- A. The minimum length of service in order to be eligible to apply for a Captain's position or Lieutenant's position is five (5) completed years on the New Canaan Fire Department. Members of the bargaining unit must be on the Lieutenants list in order to be eligible to work as an acting Lieutenant.
 - B. The Lieutenants position shall be appointed by July 1, 2008.

IN WITNESS WHEREOF, Judith Neville, First Selectman, and acting herein on behalf of the Town of New Canaan, hereunto duly authorized by the Town Council, has hereunto set his hand and the seal of the Town of New Canaan; and Michael A Socci, President of Local 3224, International Association of Fire Fighters, AFL-CIO, hereunto authorized by said Local, does hereunto set his hand this _____ day of _____, 2007

Signed, Sealed and Delivered

In the presence of:

TOWN OF NEW CANAAN

By: _____
Judith Neville
First Selectman

Local 3224
International Association of
Fire Fighters, AFL-CIO

By: _____

Appendix A

JOB DESCRIPTION

Date: July 1, 2007
Job Title: Fire Captain
Department: Fire
Job Reports To: Chief Officer

Job Summary:

Supervises career and volunteer firefighters at incidents and in the station.

Is responsible for the daily operation of the firehouse.

Has command of operations at the scene of an incident in the absence of a superior officer.

Does related work as required.

Major Responsibilities:

- In the absence of a Chief Officer be the command officer
- Comply with, and supervise career and volunteer firefighters in accordance to Standard Operating Procedures and the Rules and Regulations, and other governing documents
- Respond to incidents as dispatched
- Supervise career and volunteer firefighters at emergency scenes
- Ensure all actions are performed in a safe and efficient manner
- Share his knowledge and experience with career and volunteer firefighters
- Be responsible for the daily training activities of the shift and as otherwise needed.
- Shall ensure all overtime and extra duty shifts are covered per the Labor Agreement
- Ensure that the Captains Daily Report is properly completed.
- Ensure that all NFIRS and other required paperwork are completed correctly in a timely manner.
- Investigate and report all injuries and accidents occurring on shift and file the proper paperwork in a timely manner.
- Continually improve his own knowledge of modern firefighting methods.
- Shall supervise the cleaning, inspecting, and performing routine maintenance of station, grounds, and equipment
- Shall strive to assist the Chief by improving the operation of the Department by providing input to practices and procedures.
- Assist in maintaining the fire pre-plan files.
- Be responsible for the morale of his shift.
- Ensure that a Chief Officer is informed of any unusual events occurring during the shift.
- Issue Burning Permits in accordance with the Chiefs' instructions.
- Maintain records for periodic SCBA, hose, rope, ladder apparatus and pump testing and inspection per departmental standards.
- Perform other functions assigned by superior officer.

Minimum Requirements:

At time of promotional testing and evaluation:

- Shall have knowledge of modern firefighting methods
- Shall have knowledge of current NCFD Standard Operating Procedures
- Shall have knowledge of current NCFD Rules and Regulations

- Shall have knowledge of the geography of New Canaan
- Shall have completed five (5) years of service as a career firefighter in New Canaan
- Shall be a Lieutenant or on the eligible promotion list for Lieutenant. (after July 1, 2008)
- Shall be certified by the State of Connecticut as a Fire Officer I (appointed after July 1, 2006)
- Shall be certified by the State of Connecticut as a Fire Service Instructor I

Equipment Used:

- Fire apparatus and all tools and equipment found on fire apparatus operated by the New Canaan Fire Department including but not limited to self contained breathing apparatus and cold water rescue equipment.
- Communications equipment operated by the New Canaan Fire Department
- PC including Firehouse Software, Microsoft Word and Outlook

Appendix B

JOB DESCRIPTION FORM

Date: July 1, 2007
Job Title: Fire Lieutenant
Department: Fire
Job Reports To: Fire Captain

Job Summary:

Supervises career and volunteer firefighters at incidents and in the station.
Work is performed under the direct supervision of the Captain.
Has command of operations at the scene of an incident in the absence of a superior officer.
Does related work as required.

Major Responsibilities:

- In the absence of the Captain acts as command officer
- Fill in the role as Captain in the absence of the Captain.
- Comply with, and supervise career and volunteer firefighters in accordance to Standard Operating Procedures and the Rules and Regulations and other governing documents.
- Respond to incidents as dispatched
- Supervise career and volunteer firefighters at emergency scenes
- Ensure all actions are performed in a safe and efficient manner
- Oversee and participate in cleaning, inspecting, and performing routine maintenance of station, grounds, and equipment
- Notify superior officer of any defect, loss, or damage to equipment
- Share his knowledge and experience with career and volunteer firefighters
- Deliver instruction to probationary firefighters
- Continually improve his own knowledge of modern firefighting methods.
- Perform other functions assigned by superior officer.

Minimum Requirements:

At time of promotional testing and evaluation:

- Shall have knowledge of modern firefighting methods
- Shall have knowledge of current NCFD Standard Operating Procedures Rules and Regulations and Labor Agreement.
- Shall have knowledge of the geography of New Canaan
- Shall have completed five (5) years of service as a career firefighter in New Canaan
- Shall be certified by the State of Connecticut as a Fire Service Instructor I

Equipment Used:

- Fire apparatus and all tools and equipment found on fire apparatus operated by the New Canaan Fire Department including but not limited to self contained breathing apparatus and cold water rescue equipment.
- Communications equipment operated by the New Canaan Fire Department
- PC including Firehouse Software, Microsoft Word and Outlook

Appendix C

JOB DESCRIPTION

Date: July 1, 2007
Job Title: Firefighter
Department: Fire
Job Reports To: Fire Lieutenant

Job Summary:

Shall perform normal firefighting and rescue duties.
Work is performed under the direct supervision of the Lieutenant and Captain
Does related work as required.

Major Responsibilities:

- Respond to incidents as dispatched
- Take direction from department line officers
- Ensure all actions are performed in a safe and efficient manner
- Participate in cleaning, inspecting, and performing routine maintenance of station, grounds, and equipment
- Notify the duty officer of any defect, loss, or damage to equipment
- Comply with Standard Operating Procedures and the Rules and Regulations and other governing documents.
- Share his knowledge and experience with career and volunteer firefighters
- Continually improve his / her own knowledge of modern firefighting methods.
- Understand the operation and maintenance of all equipment operated by the New Canaan Fire Department.
- Have knowledge of current NCFD Standard Operating Procedures, Rules and Regulations and Labor Agreement.
- Have knowledge of current NCFD Rules and Regulations
- Continually improve personal knowledge of the geography of New Canaan
- Perform other functions assigned by superior officer.
- Assist with preplans and other departmental initiatives.

Minimum Requirements:

- Shall have knowledge of modern firefighting methods
- Shall be certified by the State of Connecticut as Firefighter II
- Shall be certified by the State of Connecticut as Pump Operator within probationary period
- Shall be certified by the State of Connecticut as an MRT or EMT within probationary period
- Shall have and maintain valid drivers' license.

Equipment Used:

- Fire apparatus and all tools and equipment found on fire apparatus operated by the New Canaan Fire Department including but not limited to self contained breathing apparatus and cold water rescue equipment.
- Communications equipment operated by the New Canaan Fire Department
- Knowledge of Windows based PC