

AGREEMENT

Between

THE TOWN OF NEW CANAAN

And

**LOCAL 3224
INTERNATIONAL ASSOCIATION
OF FIRE FIGHTERS**

July 1, 2010 – June 30, 2013

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This agreement made and entered into this ___ day August, 2011, 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, shall govern the relationship of the Town and the Union.
3. Any references to "Chief" in the Agreement shall be read to include "Assistant Chief" even if Assistant Chief is not specifically referenced in the section.

**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. In order to protect the health and safety of members of the bargaining unit, 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.
- 3b. Call back eligibility for all off duty career firefighters shall be as follows:
 - Structure fires or possible structure fires;
 - Special calls for additional personnel by the Incident Commander;
 - Mutual aid and automatic aid to other towns;
 - Full FCHIRT response in Town;
 - These specific automatic alarm locations:
 - Waveny Care Center
 - Schoolhouse Apartments
 - New Canaan Inn
 - Other situations as determined by the Chief of the Department and/or Shift Commander such as a regional or national emergency.

- 3c. 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. No employee shall be paid for callback that has created overtime by using a vacation, holiday, school, funeral leave, injury or sick time.
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.
- 5a. Overtime shall be rotated equally amongst the Bargaining Unit employees with the bargaining unit employees having first preference. There shall be five (5) lists to hire to cover minimum manpower. If no Bargaining Unit employee is available, or accepts such overtime, the Chief/Assistant Chief or the Captain on duty shall hold over or 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. Hold-over shall be defined as a member not being relieved at the end of the shift due to lack of coverage. Order in is defined as an employee will be contacted while off-duty and ordered to report to the firehouse to cover a minimum manpower assignment when a hold-over is not possible. Lack of coverage shall be defined as on-duty manpower below minimum manpower as described in Article 4 section 3.
- 5b. There shall be five (5) lists. There shall be a Long Officers List, a Short Officers List, a Long Firefighters List, a Short Firefighters List, and a Utility List.
- 5c. In the event of a Captain opening, a Captain/Lieutenant can be hired off of the Officers List. If no one is available on the Officers List, an Acting Lieutenant will be used. If no one is available off of these two lists, a Captain/Lieutenant will be held over or ordered-in. Members who are Acting Lieutenants shall not be held over or ordered-in to cover for a Lieutenant. If a Captain is hired to cover the opening, the Captain shall be in command of the shift. If two OT Captains are working on the shift, the senior Captain shall be in command of the shift.
- 5d. In the event of a Lieutenant opening, a Captain/Lieutenant can be hired off of the Officers List. If no one is available on the Officers List, an Acting Lieutenant will be used. If no one is available a Captain/Lieutenant will be held over or ordered-in. Members who are Acting Lieutenants shall not be held over or ordered-in to cover for a Lieutenant. If a Captain is hired to cover the opening, the Captain shall be in command of the shift. If two OT Captains are working on shift, the senior Captain shall be in command of the shift.

- 5e. In the event of a Firefighter opening, a Firefighter will be hired off of the Firefighter list. If no one is available on the Firefighter list, the Officers List will be used. If no one is available off of these two lists, a Firefighter will be held over or ordered in. If a Captain is hired to cover the opening, the Captain shall be in command of the shift. If two or more OT Captains are working on shift, the senior Captain shall be in command of the shift.
- 5f. Order In Policy: In the event that a member needs to be ordered in the following procedure shall be followed:
- i. An order in list shall be kept recording any member who has been ordered in. A member should not be ordered in until every other member of the same rank has been ordered in.
 - ii. Members of the opposite shift shall be called first. For Group 1, Group 3 is the opposite shift; for Group 2, Group 4 is the opposite shift; for Group 3, Group 1 is the opposite shift; for Group 4, Group 2 is the opposite shift.
 - iii. If a firefighter needs to be ordered in the firefighter with the lowest date of hire seniority shall be called first, until all firefighters (not officers) in that group are called. If no firefighter from the opposite group can be ordered in, the group that follows the shift that needs to be covered shall be called in the same order.
 - iv. If a Captain or Lieutenant needs to be ordered in, the opposite shift Lieutenant shall be called first, then the opposite shift Captain shall be called. If no officer from the opposite group can be ordered in, the group that follows the shift that needs to be cover shall be called in the same order.
6. If no member of the Bargaining Unit volunteers to work overtime, the Chief/Assistant Chief or shift Captain shall hold-over 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 held-over shall be chosen on a rotating basis beginning with the junior-most member. The Captain has the discretion to choose another member if the hold-over would cause a major personal conflict. Once a member has been held-over, he may not be held-over again until all other members of the shift have been held-over using the prescribed method of covering minimum manpower.
7. 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 II by the State of Connecticut Commission on Fire Prevention and Control The Fire Chief and Union President shall review the listing of non-Bargaining Unit members every six (6) months in order to assure said non-Bargaining Unit members are certified.

8. In the event of a minimum manpower staffing emergency, an Acting Lieutenant may be held over or ordered in.
9. The Captain cannot hold-over or 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.
10. If two officers of the same rank are working a shift, the officer normally assigned to that shift shall be in command. If two officers of the same rank are working a shift on overtime, the senior officer shall be in command of the shift.
11. No more than three members may be on holiday, vacation or school leave at the same time without the approval of the Chief or designee. The Chief or designee reserves the right to deny a request for time off under the following circumstances: (i) lack of coverage; (ii) disastrous weather such as severe storms; (iii) State and regional emergencies; (iv) local emergencies which are of large scale or long duration and which are beyond the scope of normal fire department operations.

ARTICLE 5 SICK LEAVE

1. All employees of the Bargaining Unit are entitled to one and one-quarter (1 ¼) twelve (12) hour days sick leave with pay for each month of employment for a total of fifteen (15) days per fiscal year .
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 Department 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.

5. The Chief/Assistant Chief may require the member to submit a doctor's certificate showing his/her physical ability to resume duty when a member has been absent from his/her employment for a period of twenty-four (24) hours. In the event of an absence of three (3) days or more, a doctor's certificate stating the firefighter's ability to return to work will be required.
6. Upon return from sick leave, the member shall notify both his/her Captain and the Chief before returning to work.
7. Whenever a member is injured whether on duty or off duty, and has been absent for a period of twenty-four (24) hours due to the injury, a doctor's certificate will be required. The certificate will attest to his/her ability to return to his/her duties as a member.

ARTICLE 6 WAGES

1. Wages for the term of this Agreement are shown in Schedules A.
2. The percentage increases for the term of this contract are:
 - July 1, 2010 – June 30, 2011 2.25%
 - July 1, 2011 – June 30, 2012 2.25%
 - July 1, 2012 – June 30, 2013 2.25%
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 bargaining unit employees, 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 members of the bargaining unit, 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.
2. In the event that a Captain is hired to cover the officer overtime, the Captain shall act as Shift Commander and the Lieutenant shall remain in the position of Lieutenant and receive his normal wage.
3. If the Lieutenant is absent, an officer or a member on the promotional list shall be assigned as Acting Lieutenant and paid for all hours worked as Acting Lieutenant in accordance with Article 7. Captains shall be paid their normal rate.
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.
6. In order to protect the health and safety of the members of the bargaining unit, 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.

**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>1. Years of Service</u>	<u>Vacation</u>
1 through 5 years	144 Hours
6 through 9 years	156 Hours
10 through 15 years	192 Hours
Over 16 years	264 Hours

2. An employee may take vacation in four (4) hour blocks.
3. Vacation time is accrued on July 1 for the budget year.
4. Annual vacation will be done on a departmental order of hire basis.
5. Members wishing to take time off, other than annual leave, must submit a Personal Action Form, which shall be submitted at least twenty-four (24) hours prior to the actual day off. Days off will be approved on a first come-first serve basis and must be approved by their Captain. If the Captain is not available to approve the request, then the member may request permission from the Chief. Once that day off is approved, it cannot be reassigned to another Firefighter.

**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. No more than six (6) holidays may be carried over, for a total accumulation of eighteen (18) holidays. 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. No employee may accumulate more than one and one-half (1 ½) years of holidays or eighteen (18) holidays in his/her account. Payment in lieu of time off shall be limited to a maximum of eighteen (18) days in any fiscal year; no holiday can be sold until after it has occurred.
3. An employee may take time off in four (4) hour increments.
4. A holiday cannot be taken or cashed in until after it has passed on the calendar.
5. Members working Christmas Eve and New Year's Eve shall receive holiday pay. Christmas Eve and New Year's Eve are the 12-hours shifts, 7:00 p.m. to 7:00 a.m., preceding the start of the celebrated day. Christmas Eve and New Years Eve are not holidays as defined in Article 10.

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) and a Health Savings Account (HSA), with the PPO and HSA plan design attached as Appendix D. 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 January 1, 2011, each Union member that chooses the Preferred Provider Option (PPO) shall contribute 12% 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, 2011, each Union member that chooses the Preferred Provider Option (PPO) shall contribute 13% 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, 2012 each Union member that chooses the Preferred Provider Option (PPO) shall contribute 14% 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. Effective July 1, 2011, each Union member who chooses the HSA option shall contribute 7% of the premium annually. Effective July 1, 2012, the amount shall be 8% unless 75% of the Union members choose the HSA option by July 1, 2012. In that event the employee's premium contribution shall remain at 7%. The Town shall deduct the amount from the employee's pay in equal installments over the course of the calendar year.
6. The Town shall provide all Union members with Medigap Coverage during the term of this contract subject to the retiree's premium contribution as set forth below in Sections 10A and 10B of this Article. 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.
7. 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.
8. 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.
9. 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.

10. Retirees:

- A. For Bargaining Unit employees who retire under the provisions of the Town's Pension Plan on or after July 1, 1994 and through December 31, 2011, 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.

- B. For Bargaining Unit employees who retire under the provisions of the Town's Pension Plan on or after January 1, 2012, 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, single only coverage under the current medical plan in effect for the bargaining unit as same may be modified in the future for active employees through collective bargaining subject to the retiree's premium contribution, which shall be the same as that of active employees, as same may be modified in the future for active employees through collective bargaining. The Town agrees that the retiree's premium contribution shall remain at the premium percentage in effect for active employees on the date of the employee's retirement. 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 Town agrees to pay the cost of a Medicare Supplement Plan for the employee, subject to the employee's premium contribution which shall be the same percentage as active employees, at the premium percentage in effect for active employees on the date of the employee's retirement. He/she shall have the option of purchasing, at his/her own cost, the same insurance coverage for his/her spouse or dependents.

- C. 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.

11. 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. Request for reimbursement must be made in the fiscal year the expense is incurred.

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 the vendor for the purchase of uniforms and equipment. All station wear shall be NFPA compliant or 100% cotton construction.

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/or one (1) Class A Overcoat
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 one (1) uniform spring/summer/fall weight jacket and one (1) uniform winter weight jacket or one (1) Class A overcoat.
 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.
 6. The Town shall provide each employee with new patches.

7. Under normal circumstances, uniforms shall be upgraded for newly promoted officers with regular annual allotment funds.

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.
2. Shift swaps among members shall be granted; however, they shall notify their Captain prior to the swap and shall complete the shift swap from twenty-four (24) hours in advance. Circumstances may arise where this would not be possible, in which case, a call to the Captain must be made. This will not alleviate the need to complete the shift swap form. Shift swaps shall be completed within one (1) calendar year. Those who do not fulfill their end of the agreement within the fiscal year will lose one and a half (1 ½) days from their vacation time and reimbursed to the appropriate person.

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 August 1, 2011, the payroll deduction for the pension program for all members of the bargaining unit shall be one percent (1%) 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 .075% 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. $(190 \text{ days} - 110 \text{ days} \times 50\% = 40 \text{ days})$. Employees may accrue up to sixty six (66) days of vacation but may only apply up to forty four (44) accrued vacation days for pension buyback. If an employee has the maximum vacation days of forty four (44) and the maximum sick days of forty (40), the Town will give a bonus of one and one fifth percent (1.2%) to maximize the pension buyback for a total buyback of seven and one half percent (7.5%). 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. Upon death of retiree, spouse would be entitled to seventy five percent (75%) of death benefit of the Member's Average Annual Compensation as of the Member's date of death or date of retirement. (Spousal benefit cannot exceed retiree's pension benefit.)

ARTICLE 17 ANNUAL PHYSICALS

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. Employees who request tests not listed below shall be responsible for paying for the additional tests.

- Baseline physical and job related history
 - a. 12 lead EKG
 - b. Pulmonary Spirometry
 - c. OSHA Respiratory Questionnaire

- d. Chem Profile, heavy metals, organophosphates
 - Heavy metals:
 - 1. Creatine, urine
 - 2. Cadmium, urine
 - 3. Arsenic, urine
 - 4. Lead, urine
 - 5. Mercury, urine
 - e. Chest X-Ray
 - f. Audiogram
 - g. Vision, Visual Acuity, Peripheral Fields
 - h. Hepatitis B Titer
 - i. PPD
 - j. CBC w/differential
 - k. Urinalysis (sugar, blood, protein)
- Annual Physical
 - a. History and physical
 - b. Chest X-Ray (5-year interval)
 - c. 12 Lead IKG
 - d. Pulmonary Spirometry
 - e. OSHA Respiratory Questionnaire
 - f. Chem Profile
 - g. Audiogram Hearing Test
 - h. Visual Acuity, Peripheral Fields
 - i. Hepatitis B Titer
 - j. Tetanus
 - k. PPD (5-year interval)
 - l. CBC w/differential
 - m. Urinalysis (sugar, blood, protein)
 - n. PSA (over 50 years old)

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**

In the event of any reduction in the work force, employees shall be laid off in inverse order of hire 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
RANK/SENIORITY**

1. Department seniority shall be determined by the following schedule:

Firefighters: continuous service from date of hire as a career firefighter.

Lieutenant: continuous service from the date of promotion to Lieutenant.

Captain: continuous service from the date of promotion to Captain.

Acting time shall not be counted as time in rank. The junior Captain is senior to the senior Lieutenant; the junior Lieutenant is senior to the senior firefighter.

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 \$2,500. The courses shall be related to a fire fighter's work and/or science.

ARTICLE 26
EDUCATION INCENTIVE PAY FOR DEGREE

1. Members of the bargaining unit, who acquire the required number of credits earned at an accredited college or university, as provided below, shall receive educational incentive pay as follows: First pay period in June.

60 Credits	\$300
Associate's Degree	\$300
Bachelor's Degree	\$850
Master's Degree	\$900

ARTICLE 27
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, with additional hours on an hour by hour basis.
3. School time shall be accrued at a rate of sixteen (16) hours annually on July 1 of the fiscal year. School time may be used in four (4) hour blocks, with additional hours on an hour by hour basis. No more than one (1) years worth of training time may be carried over to the next fiscal year.

**ARTICLE 28
CERTIFICATION**

1. All new employees hired on or after July 1, 2010, must be certified by the State of Connecticut Commission on Fire Prevention and Control on the level of Fire Fighter II.
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. All employees are required to maintain a CDL or Class 2 or Class D driver's license or the Q Endorsement or equivalent.
3. All existing employees shall maintain, as a condition of employment, State of Connecticut Medical Response Technician Certification/Emergency Medical Responder. 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.
4. 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.
5. All employees shall receive a stipend of one hundred dollars (\$100.00) for all State of Connecticut Commission Fire Prevention and Control certifications and Rescue Core that are not mandated by employment requirements, current job description or Fairfield County Hazardous Incident Response Team membership. The certification stipend will be paid annually in the first pay period in June.
6. 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.
- 7a. 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.

- 7b. There shall be a minimum of two (2) members assigned to the Fairfield County Hazardous Materials Incident Response Team.
8. 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.
9. One member of the bargaining unit may be assigned and certified to the USAR Team and shall receive a \$500 stipend annually in the first pay period in June.

**ARTICLE 29
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-tetrahydrocannabinolcarboxylic acid

(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 30
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 31
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 32
MISCELLANEOUS

1. When a career member wishes to resign, he shall give at least thirty (30) days notice, in writing, to the Chief to allow proper opportunity for the department to arrange for a replacement.
2. Members while employed by the Town of New Canaan cannot use narcotics unless prescribed by a licensed physician. Members shall not report for duty or attend emergencies while taking prescribed narcotics without the express written permission of the prescribing physician. The shall inform the chief, assistant chief, or captain of any prescriptions being taken while on duty, in compliance with current Health Insurance Portability and Accountability Act of 1996 (HIPPA) regulations.
3. Members shall not be under the influence of drugs or alcohol and shall not have consumed alcohol or drugs for six hours prior to reporting for their duty shift or responding to calls.
4. Personnel who wish to engage in part time or supplemental employment in their off time, outside of their duties as a member must receive permission from the Selectmen's Office, through the Fire Commission. Such part time or supplemental employment must not conflict in any way with his/her duties and responsibilities as a member of the fire department (per Town Charter).

**ARTICLE 33
JOB CLASSIFICATION & WAGE RATES
SCHEDULE A**

Step	2010-2011	2011-2012	2012-2013
1	50,685.79	51,826.22	52,992.31
2	53,568.29	54,773.58	56,005.99
3	57,993.98	59,237.49	60,570.34
4	62,075.21	63,471.90	64,900.02
5	69,249.02	70,807.12	72,400.28

Lieutenant's Pay Scale	
2010-2011	72,754.75
2011-2012	74,391.73
2012-2013	76,065.66
Captain's Pay Scale	
2010-2011	84,209.79
2011-2012	86,104.51
2012-2013	88,041.85

**ARTICLE 34
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 35
TERMS OF AGREEMENT**

1. The agreement shall be effective upon signing except that wage increases shall be retroactive to July 1, 2010. This agreement shall continue in effective through June 30, 2013, 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 36
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. The written exam shall be administered within 90 days of the expiration of the current list. The promotional list shall expire on June 30; the new list shall become effective on July 1.
3. Testing
 - A. Complete a standardized written promotional exam for the fire service. This exam will constitute fifty-five (55) 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 Department. 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. Complete an oral review conducted by the Fire Commission. This oral review will constitute five (5) percent of the evaluation. Chief Officers of the New Canaan Fire Department/ Company shall observe the interview process.

- D. 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. Firefighters shall receive seniority points toward Lieutenant score only. Lieutenants shall receive seniority points toward captains score only. Seniority is defined in Article 24.
- E. Formula for calculating final score:
$$(\text{Written score} \times .55) + (\text{Officer oral score} \times .30) + (\text{Commission oral score} \times .05) + (\text{seniority points} \times .10) = \text{total score. Example } (75 \times .55) + (85 \times .30) + (90 \times .05) + (10 \times .10) = 72.25$$
- F. Promotional list shall be good for 2 calendar years from the date of the previous test (reference Art 36, sec. 2). The oral interview process will only occur in the event of an actual vacancy of an officer. In the event no interviews are held, passing the written test places promotional candidate's eligibility list.

4. Certifications:

- A. Lieutenant Position. Attainment of Fire-fighter 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/Emergency Medical Responder 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/Emergency Medical Responder 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.

Agreement Between Town of New Canaan and IAFF Local 3224

IN WITNESS WHEREOF, Jeb Walker, 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 Rob Petrone, President of Local 3224, International Association of Fire Fighters, AFL-CIO, hereunto authorized by said Local, does hereunto set his hand this _____ day of July, 2011.

Signed, Sealed and Delivered

In the presence of:

Cheyl Jones

Amy Howard

TOWN OF NEW CANAAN

By: Jeb Walker
Jeb Walker
First Selectman

Local 3224
International Association of
Fire Fighters, AFL-CIO

By: Rob Petrone
Rob Petrone
President

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

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- 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, 2011
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
- Shall be certified by the State of Connecticut as an MRT/EMR 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