

# **AGREEMENT**

BY AND BETWEEN

**CITY OF NORWALK**

AND

**LOCAL 830, INTERNATIONAL ASSOCIATION OF  
FIREFIGHTERS, AFL-CIO**

**JULY 1, 2012 – JUNE 30, 2016**

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**CONTRACT BETWEEN THE CITY OF NORWALK AND LOCAL 830  
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, AFL-CIO**

The following contract by and between, respectively, the CITY OF NORWALK, hereinafter referred to as the "CITY", and LOCAL 830, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, hereinafter referred to as the "UNION" is designed to maintain and promote a harmonious relationship between the City of Norwalk and such of its employees who are within the provision of this contract, in order that more efficient and progressive public service may be rendered.

**ARTICLE 1  
RECOGNITION**

Subject to the agreement between the City and the Union dated January 20, 1966, as amended August 27, 1969, the City hereby recognizes the Union as the exclusive representative and bargaining agent for the bargaining unit consisting of all uniformed and investigatory and maintenance positions within the Norwalk Fire Department, except that of Chief and Assistant Chief of the Department.

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

**SECTION 1.** The City shall deduct monthly and remit to the Union's financial officer union dues, initiation fees, fines and assessments from the earned wages of each employee in such amount as determined by the Union, provided that no such deduction shall be made from any employee's wages except when authorized by him on an appropriate form, a copy of which must be submitted to the City. Such authorization shall be continued thereafter if a contract exists between the City and the Union.

**SECTION 2.** All employees hired on or after the effective date of this Agreement who have completed the probationary period as set forth in Article 14, as a condition of continued employment, shall either become and remain members of the Union or pay to the Union a service fee in an amount to cover the costs of collective bargaining, related Union activities, contract administration and grievance processing as permitted by state and federal law.

**SECTION 3.** At the same time that the City remits such monthly dues, initiation fees, fines and assessments, it shall also give to the Union's financial officer a check-off list showing the names of each employee from whom such deductions were made and the amount of such deductions for each such employee.

**SECTION 4.** It is understood and agreed that the provisions of this Article shall be subject to the requirements of applicable law. The Union agrees to indemnify and save the Employer harmless from any and all claims, suits, judgments, attachments and from any form of liability arising out of or resulting from any deduction from wages made in accordance with this Article.

### **ARTICLE 3 COPIES OF CONTRACT**

Within sixty (60) days of the signing of this Agreement or the issuance of a final arbitration award, the City shall give each present employee a copy of this contract. The City shall give to each new employee when hired a copy of the current agreement. In addition, the City shall give to the Union fifty (50) copies of such contract. The City and the Union shall mutually agree on a method of reproduction and share the cost of same.

**ARTICLE 4  
BULLETIN BOARDS**

The City shall permit the use of a bulletin board, located in each of the respective Fire Houses, by the Union for the posting of notices concerning Union business and activities.

**ARTICLE 5  
DISCIPLINARY ACTION**

**SECTION 1.** No permanent employee shall be removed, dismissed, discharged, suspended, fined or reduced in rank or disciplined in any other manner by the Board of Fire Commissioners, except for just cause. If any employee is removed, dismissed, discharged, suspended, fined or reduced in rank and in his judgment such action was taken without just cause, the Union, no later than twenty (20) calendar days after the date of such action may submit such action to arbitration by the Connecticut State Board of Mediation and Arbitration, provided, however, that if the grievance concerns the discharge of an employee, the filing for arbitration shall be with the American Arbitration Association. The arbitrator(s) shall hear the dispute and render a decision which shall be final and binding on all parties. The arbitrator(s) shall have the power to uphold the action of the City or to rescind or modify such action, and such power shall include but shall not be limited to the right to reinstate a suspended or discharged employee with full back pay.

**SECTION 2.** If an employee is disciplined by anyone other than the Board of Fire Commissioners, and in his judgment such action was taken by the City without just cause he may, not later than twenty (20) calendar days after the date of said action, appeal in writing to the Chief to have the action rescinded or have the severity of the punishment reduced. Within seven (7) calendar days after receiving such appeal, said Chief shall arrange to and shall meet with the

Union's Grievance Committee for the purpose of attempting to resolve this dispute. If such employee is dissatisfied with the results of such meeting, he may no later than seven (7) calendar days thereafter appeal in writing to the Board of Fire Commissioners. Within ten (10) calendar days after receiving such appeal said Board shall arrange to and shall meet with the Union's Grievance Committee for the purpose of attempting to resolve this dispute. If the Union is dissatisfied with the results of such meeting, it may, no later than ten (10) calendar days thereafter submit such dispute to arbitration by the Connecticut State Board of Mediation and Arbitration, provided, however, that if the grievance concerns the discharge of an employee, the filing for arbitration shall be with the American Arbitration Association. The arbitrator(s) shall hear the dispute and render a decision which shall be final and binding on all parties. The arbitrator(s) shall have the power to uphold the action of the City or to rescind or modify such action, and such power shall include but shall not be limited to the right to reinstate a suspended or discharged employee with full back pay.

## **ARTICLE 6 GRIEVANCE PROCEDURE**

**SECTION 1.** The Union agrees to make exclusive use of the grievance procedure or a complaint of prohibitive practice for each dispute which arises between the parties. At the outset of the dispute, the Union must select one or the other procedure or the dispute shall be considered withdrawn.

**SECTION 2.** The purpose of this procedure is to provide an orderly method of adjusting grievances. Employees having problems concerning the interpretation or application of any provision of this contract, rule or regulation affecting wages, salary, hours of work, classification

of position, promotion, transfer, layoff, sick leave, vacation or other leave, or other condition of employment, shall seek adjustment in the step order listed below:

**A. STEP 1 - CHIEF:** Within twenty (20) calendar days of the event or occurrence giving rise to the grievance, the employee and/or his representative shall present to the Chief all the facts pertaining to the problem or incident. The Chief shall adjust the problem and notify the employee and/or his representative of his decision within ten (10) calendar days from the day the problem is presented.

**STEP 1-A - DIRECTOR OF PERSONNEL AND LABOR RELATIONS:**  
*Note: This Step applies only to grievances concerning matters which are outside the scope of the Chief's authority.*

If the subject of the grievance concerns issues which are outside the jurisdiction of the Chief, such as but not necessarily limited to wages, overtime calculations, insurance and retirement, a member of the bargaining unit who has a grievance shall report same to the President of the Union or his/her Designee with all pertinent facts concerning the matter. The Union may file such grievance with the Director of Personnel and Labor Relations, with a copy to the Chief at the same time, within twenty (20) calendar days of the occurrence giving rise to the grievance. The Director of Personnel and Labor Relations shall meet with the Union within fourteen (14) days after receiving the grievance in an effort to resolve the matter. The response of the Director of Personnel and Labor Relations shall be given in writing to the Union not more than seven (7) days after the meeting.

**B. STEP 2 - MAYOR OR DESIGNEE:** If the employee and/or his representative feels that further review is justified, all the facts pertaining to the problem shall be presented in writing to the Mayor or his/her designee within seven (7) calendar

days following the decision at Step 1 or 1-A. The Mayor or his/her designee shall review the facts with the employee and/or his representative at a meeting within ten (10) calendar days. Within seven (7) calendar days thereafter the employee and/or his representative and the Chief shall be notified, in writing, of the decision reached..

**C. STEP 3 - ARBITRATION:** In the event the Union feels that further review is justified they shall, within ten (10) working days of receipt of the Step 2 decision, file notice of appeal and submit the dispute to arbitration by the Connecticut State Board of Mediation and Arbitration, provided, however, that if the grievance concerns the discharge of an employee, the filing for arbitration shall be with the American Arbitration Association. The Union shall, simultaneously with any filing for arbitration, send a copy of such filing to the Fire Chief and the Director of Personnel and Labor Relations. The decision of the arbitrator shall be final and binding on both parties.

### **SECTION 3.**

**A.** The time limits specified in the preceding sections of this Article may be changed by mutual agreement of all parties.

**B.** Nothing contained herein shall prevent any employee from presenting his own grievance and representing himself.

**C.** The fee of the Arbitrator and the administration expenses of the arbitration, if any, shall be shared equally by the parties, but other expenses shall be borne by the parties incurring them, including payments to representatives, witnesses, etc.

**D.** The deliberate, intentional failure by the Union to process a grievance to the next step within the time limit provided for herein shall mean that the grievance has been satisfactorily resolved at the last step to which it was properly processed.

**E.** Deliberate, intentional failure by the City to respond to a grievance and act within the time limit provided for herein shall mean that the grievance has been resolved in favor of the employee.

**F.** In the event that the rights of any employee or group of employees are damaged as the result of a breach or a failure to comply with the provisions of this contract the City shall be responsible for doing whatever is necessary, as determined by the Board of Arbitrators selected by the State Board of Mediation and Arbitration, or the arbitrator of the American Arbitration Association, to make such employee group or employee whole.

## **ARTICLE 7 UNION BUSINESS LEAVE**

**SECTION 1.** The seven (7) members of the Union Negotiating Committee shall be granted leave from duty with full pay for all meetings between the City and the Union for the purpose of negotiating the terms of a contract when such meetings take place at a time during which such members are scheduled to be on duty.

**SECTION 2.** Three (3) members of the Union Grievance Committee shall be granted leave from duty with full pay for all meetings between the City and the Union for the purpose of processing grievances when such meetings take place at a time during which such members are scheduled to be on duty.

**SECTION 3.** Such officers and members of the Union, as may be designated by the Union, shall be granted leave from duty with full pay for Union business such as attending labor conventions and labor educational conferences, provided that the total leave for the bargaining

unit for the purpose set forth in this Section shall not exceed fifty-five (55) working days in any two (2) consecutive fiscal years, and that said leave should not include local Union meetings.

**SECTION 4.** The President of the Union or his designee will be granted four (4) additional days off with pay per contract year to attend Workers' Compensation hearings.

## **ARTICLE 8 UNION ACTIVITY PROTECTED**

Except for the right to strike or to withhold services and full cooperation in performance of all duties which are hereby prohibited, all other Union activities are protected. Nothing shall abridge the right of any duly authorized representative of the Union to present the views of the Union to the citizens on issues which affect the welfare of its members.

## **ARTICLE 9 WORK WEEK**

The work week of the employees of each division shall continue in the same manner and under the same schedule as presently in effect; provided, however, that an employee who is assigned to light duty shall be placed on the same work schedule as non-fire suppression personnel, subject to any modification ordered by his/her physician.

## **ARTICLE 10 MANPOWER**

**SECTION 1.** The Board of Fire Commissioners is charged with the safety of the City; and the number of firefighters required, and the deployment of personnel and machines, and all assignments of duty rest exclusively with said Board that bears this responsibility. The Chief is their executive officer to carry out daily operations.

**SECTION 2.** The City recognizes its responsibility to maintain adequate levels of personnel on duty to avoid undue danger to firefighters. Accordingly, the following staffing levels provided for herein shall be maintained during the term of this agreement. The City shall take whatever reasonable steps that may, in its judgment, be necessary to discharge this responsibility.

**SECTION 3.**

**A. Staffing Levels:** When engine and/or truck companies leave a fire station to respond to an alarm or other related fire fighting duty, they shall be staffed with no less than three (3) fire fighters and one (1) officer. Not less than a total of thirty-two (32) bargaining unit personnel shall be on duty on each shift, including one Deputy Chief, two (2) Captains and five (5) Lieutenants, except in those cases where there is a House Captain, in which case there shall be three (3) Captains and four (4) Lieutenants.

**B.** When responding to a call, the Emergency Squad Truck shall be staffed with no less than two (2) fire fighters.

**C.** When responding to an alarm, the Deputy Chief's car shall be staffed with no less than one fire fighter and one Deputy Chief.

**D.** The staffing of the Fire Prevention Bureau shall be at least one (1) Deputy Fire Marshall and two (2) Fire Inspectors.

**E.** To meet the staffing requirements set forth herein, the Chief may assign or reassign personnel for any reason without restriction as to the duration of the assignment.

**SECTION 4. Standby Pay.** Inspectors will standby on a rotation cycle, for the purpose of fire investigation. They will be allowed to exchange standby time with other Inspectors. The Inspector that will be on standby shall need use of a Fire Department vehicle and shall take a

vehicle home for the purpose of responding to fire investigation and shall receive a minimum of four (4) hours call back according to this contract. He shall also receive seventy dollars (\$70.00) per standby week and shall be paid this money in the next week's pay. If the Inspector fails to respond while on standby, he will forfeit the standby pay.

Inspectors will not be responsible for standby in the event of vacations, holidays, injury, sickness or funeral leave, provided however, if an Inspector takes a compensatory day (holiday) during his standby week he shall forfeit the seventy dollars (\$70.00) standby pay, unless the Inspector on call arranges for someone else to cover for him/her, in which case notice must be given to the Fire Marshal or his/her designee at least twenty-four (24) hours in advance except in emergencies.

During the term of this 2012-2016 Agreement, standby pay shall increase as follows:

Effective and retroactive to July 1, 2013 -- \$125 per standby week.

Effective July, 1, 2015 -- \$150 per standby week.

## **ARTICLE 11 ACTING OFFICERS**

**SECTION 1.** Whenever any employee is required to work in a higher classification than his regular classification, such employee for each tour of duty of such service, be it regularly scheduled or on an overtime basis, shall be paid as follows:

- a) ten dollars (\$10.00) for a Firefighter acting as Lieutenant;
- b) eleven dollars (\$11.00) for a Lieutenant acting as Captain or for an Inspector acting as Deputy Fire Marshal;
- (c) twelve dollars (\$12.00) for a Captain acting as Deputy Chief.

Effective and retroactive to July 1, 2013, whenever any employee is required to work in a higher classification than his regular classification, such employee for each tour of duty of such service, be it regularly scheduled or on an overtime basis, shall be paid twenty dollars (\$20.00) for work in any higher classification.

**SECTION 2.** Each assignment to work in a higher classification than an employee's regular classification shall be filled in order from the list of eligible employees, established through merit examination, for such higher classification, who are employed in the same station house on the same platoon. If there are no such eligible employees who are employed in such station house on such platoon, each acting assignment shall be offered in order, to employees who are on the appropriate special list for acting assignments. The Chief of the Fire Department shall prepare special lists for acting assignments for each classification. Such lists shall consist of the names of the employees in each house on each platoon placed in proper order, who have served the greater amount of time in an acting capacity in each classification during the last five (5) years. A copy of such special lists for each station house on each platoon shall be posted in each station house. In the event that an acting assignment cannot be filled from the list of eligibles, as hereinbefore provided, and no employee on such special list in such station house on such platoon accepts such acting assignment, the officer in charge of the platoon on which the shortage exists shall assign an employee from such station house on such platoon or, if in the judgment of the officer in charge of the platoon, there is no qualified employee in such station house on such platoon, an employee from another station house on the same platoon to perform such acting assignment. Records shall be kept of all acting assignments which are performed by such employee, and payment for same shall be made by separate check on or before December 15 and June 30 of each fiscal year.

**ARTICLE 12**  
**OVERTIME**

**SECTION 1.**

A. Whenever any employee who performs fire fighting duties works in excess of his regularly assigned work week or work schedule, in addition to any other benefits to which he may be entitled, he shall be paid for such overtime work at one and one-quarter (1.25) times his regular hourly rate multiplied by twelve (12) hours, if such overtime work is for a full tour of duty or major part thereof or he shall be paid for such overtime work at one and one-quarter (1.25) times his regular hourly rate multiplied by the actual number of hours of such overtime work, if such work is for less than a majority part of a full tour of duty, except that he shall be paid for a minimum of four (4) hours of overtime work if he is called back from off duty to work such overtime, provided that this minimum shall not apply if he is called back less than four (4) hours before the start of his regular tour of duty.

B. Whenever any employee who does not regularly perform fire fighting duties works in excess of his regularly assigned work week or work schedule, in addition to any other benefits to which he may be entitled, he shall be paid for such overtime work at one and one-quarter (1.25) times his regular hourly rate multiplied by the actual number of hours of such overtime work, except that he shall be paid for a minimum of four (4) hours of overtime work if he is called back from off duty to work such overtime, provided that this minimum shall not apply if he is called back less than four (4) hours before the start of his regular tour of duty.

## **SECTION 2.**

**A.** In the event that overtime work is required on any platoon to maintain the manpower standards, as provided in Article 10, it shall be worked for the rank or classification held by the employee to report off duty. For purposes of this sub-section, the term "to report off duty" shall mean and include to go off duty on vacation, compensatory day off, sick leave, injury leave, military leave, etc. If the rank or classification to be filled is that of an officer, an officer from the appropriate rank or classification overtime roster shall be hired for the overtime; and if no officer of that rank or classification is available, it shall be offered to an employee on the appropriate acting officer's list on a rotating basis.

**B.** Whenever a Deputy Chief is off duty, a Deputy Chief shall be hired from the Deputy Chief's overtime roster to cover such shortage by overtime work, or if no Deputy Chiefs are available to work such overtime, then it shall be offered to an employee on the Acting Deputy Chief's list on a rotating basis.

**C.** For the purposes of this Article, Acting Deputy Chiefs shall be considered as Deputy Chiefs, and Acting Captains shall be considered as Captains and Acting Lieutenants shall be considered as Lieutenants. In the event that the employee whose absence caused the overtime is an Acting Lieutenant, or Acting Captain or Acting Deputy Chief such, overtime shall be worked by a Lieutenant, or Captain or Deputy Chief, as the case may be. In the event that a Lieutenant, or Captain or a Deputy Chief is off duty and his place is taken by an Acting Lieutenant, or Acting Captain or Acting Deputy Chief, such Acting Lieutenant, or Acting Captain or Acting Deputy Chief, as the case may be, shall be offered such overtime work.

**D.** In the event that an Acting Lieutenant, Acting Captain or an Acting Deputy Chief is employed in such capacity to fill a newly created position or a position in which there is a bona fide vacancy because there is no appropriate eligibility list from which regular appointments may be made, such Acting Lieutenant, Acting Captain, or Acting Deputy Chief shall work overtime in their turn with the Lieutenant, Captain, or Deputy Chiefs, as the case may be.

### **SECTION 3.**

**A.** The overtime rosters for each classification which are presently in effect shall remain in effect through the life of this contract, and such rosters shall be posted by the Chief.

**B.** When an employee on the overtime roster has been absent due to illness or injury and has returned to full duty status, he shall be allowed to work a maximum of two (2) missed overtime opportunities per week until all missed overtime opportunities are made up. The employee shall also be allowed to accept overtime offered in the normal rotation, subject to the limitations of Section 3.D.

**C.** An employee who is on light duty status shall not work overtime from the normal rotation of the overtime roster.

**D.** An employee who has worked three (3) consecutive tours of duty may refuse overtime for the next tour of duty, at the employee's option, without penalty. In no event may an employee work more than four (4) consecutive tours of duty, including time worked in exchange for another employee who is on Special Leave. After four (4) consecutive tours of duty, the employee must take the fifth tour of duty off.

**SECTION 4.** For the purpose of this section, classification shall mean Deputy Chief, Captain, Lieutenant, and Firefighter. Whenever any employee works such overtime assignment or refuses to work such overtime assignment, his name shall be placed at the bottom of his roster except in the case of an employee who works an overtime assignment between 4:00 p.m. on December 24th and 8:15 a.m. December 26th. If an employee refuses to work a certain type of overtime assignment (i.e., a night tour of duty) when his name is again first on the overtime roster, he shall not be permitted to work overtime until the same type of overtime assignment (i.e., a night tour of duty) is offered to him and he works such assignment. Pending the availability of the same type of overtime assignment which such an employee had previously refused, he would not lose his position on the overtime roster.

**SECTION 5.** Nothing contained herein shall prevent any employee from exchanging places on the roster with another employee on the same roster, provided such exchange is initiated by the employee with the higher standing on such roster, and further provided that he has offered to make such exchange with the employees on such roster in the order in which their names appear thereon. No employee shall be permitted to work overtime while he is on vacation.

**SECTION 6.** The above sections may be amended by mutual agreement of the parties hereto.

### **ARTICLE 13 FIRE WATCH DUTY**

**SECTION 1.** Whenever any private person or organization is required to or shall seek the services of employees of the Fire Department for Fire Watch Duty, such work shall be

assigned by the Chief of the Department on a rotating basis among those employees who volunteer for such work during their off-duty hours, as follows:

**A.** Whenever three (3) or more men are required, at least one (1) of these will be a Fire line officer.

**B.** Whenever six (6) or more men are required, at least one (1) of these will be a Deputy Chief of the Department, and one (1) a member of the Inspection Bureau of the Department.

**C.** Any employee assigned to this duty must have served at least one (1) year on the Fire Department.

**D.** The hourly rate of pay for fire watch duty shall be time and one half (1.5) the hourly rate of pay of a top step Firefighter, with a minimum of four (4) hours pay for each fire watch assignment. When the assignment calls for a supervisor, a line officer filling the supervisory position shall be paid time and one-half (1.5) his/her own hourly rate. When the assignment calls for a supervisor and the assignment is filled by a Firefighter, the Firefighter shall be paid Acting Officer pay in accordance with Article 11, Section 1 (a) of this Agreement.

**E.** The City shall make every effort to pay employees for fire watch within one (1) payroll week of the duty performed.

**F.** No employee shall be permitted to work fire watch duty while on vacation or while on sick or injury leave or within forty-eight (48) hours of an absence due to illness or injury.

**G.** Whenever there is a fire watch calling for code enforcement, the Fire Prevention Bureau personnel will have preference.

**ARTICLE 14**  
**PROBATIONARY PERIOD**

**SECTION 1.** To enable the Board of Fire Commissioners to exercise sound discretion in the filling of positions within the Fire Department, no appointment, employment or promotion in any position in the Fire Department shall be deemed final and permanent until after the expiration of a period of one (1) year probationary service. For new employees hired on or after July 1, 2010, the probationary period shall not expire until one (1) year following the completion of recruit training at the Fire Academy or other entry level training program determined by the City.

**SECTION 2.** During the probationary period of any employee in the initial year of service with the Fire Department, the Board of Fire Commissioners may terminate the employment of such employee, if during this period upon observation and consideration of this performance of duty, they shall deem him unfit for such employment. Such new hire shall have recourse to the first two (2) steps of the grievance procedure regarding his termination but shall not have recourse to arbitration. During the probationary period of any employee not in his initial year of service with the Fire Department, the Board of Fire Commissioners may rescind such promotion or appointment and return said employee to the position or rank held prior to said promotion or appointment, if during this period upon observation and consideration of his performance of duty they shall deem him unfit for such promotion or appointment. Nothing contained herein shall be used to deny any employee any rights or any benefits to which he may be entitled to under the pension provisions of the City Charter covering employees of the Fire Department.

**SECTION 3.** When a probationary employee is attending training at the Fire Academy or other outside training program designated by the City, the employee shall work the schedule set by the Academy or other training facility and shall be paid his/her regular weekly pay as a salary, without additions or deductions based on the training schedule.

## **ARTICLE 15 SENIORITY**

**SECTION 1.** Seniority shall be by classification and shall consist of the relative length of accumulated service of each employee in his respective classification. Except as it may be changed by negotiations of the parties pursuant to Article 40, for the purpose of this Article, classification shall mean and include the following: Deputy Chief, Fire Marshal, Fire Captain, Fire Lieutenant, Fire Fighter, Electrician, Inspector, Mechanic and Deputy Fire Marshal.

### **SECTION 2.**

**A.** An employee's length of service shall not be reduced by time lost due to sick or injury leave or authorized leave of absence nor shall such time lost be considered as an interruption of continuous service for purposes of determining vacation eligibility. In the event that an employee is reinstated after a resignation, his time out of the City's employ shall be deducted in computing his vacation eligibility and his seniority, provided however that such time lost shall not be considered as interruption of continuous service. An employee must work a minimum of three (3) months upon returning from a leave of absence or resignation before he will be permitted to take his vacation.

**B.** In the event that an employee returns or is returned from a promotional classification to a classification which he has held prior to his promotion, his length of

service in such promotional classification shall be added to his length of service in such lower rated classification in determining his seniority in such lower rate classification.

For the purpose of this Article and Section, continuous service shall be reduced or interrupted only by the following: any unpaid leave of absence in excess of six (6) months, resignation, retirement, or discharge for cause.

**SECTION 3.** The length of service of any personnel in the capacity of a permanent substitute firefighter shall be considered valid service and be added to and considered in the total length of service in determining seniority.

## **ARTICLE 16 DIVISIONAL TRANSFERS**

**SECTION 1.** Except in the case of an emergency, no employee shall be transferred from one division to another division to fill a temporary vacancy. For purposes of this Section, an "emergency" shall be defined as a situation in which the City, after reasonable effort, is unable to fill a temporary vacancy through overtime work.

### **SECTION 2.**

**A.** No employee shall be transferred from one division to another division to fill a permanent vacancy until after the City has made every reasonable effort to fill such vacancy from the appropriate eligibility list established in accordance with Article 40. During the period when such efforts are being made to fill such vacancy from the appropriate eligibility list, the City may assign an employee, upon his written request, from another division to fill such vacancy on a temporary basis, or it may assign an employee from another division to fill such vacancy on a temporary basis if, after reasonable efforts, the City is unable to fill such vacancy by overtime work.

**B.** If no Fire Department employee makes application to compete or participate in an examination conducted pursuant to Article 40 to fill a permanent vacancy, such vacancy may be filled from without the Fire Department.

**SECTION 3.** Nothing contained in this Article shall preclude assigning any employee holding a position in a classification to another position in the same classification.

**SECTION 4.** Nothing contained in this Article shall restrict the City in its implementation of the light duty provisions of Article 19 of this Agreement.

## **ARTICLE 17 SICK LEAVE**

**SECTION 1.** Each employee shall earn sick leave with pay at the rate of one and one-quarter (1-1/4) tours of duty of sick leave with pay for each month of his service with the Fire Department, including permanent substitute time, accumulative to a maximum of one hundred fifty (150) tours of duty of sick leave with pay, which maximum shall increase to one hundred seventy five (175) tours upon ratification of this 2012-2016 Agreement. One tour of duty of sick leave with pay shall be charged against his earned sick leave with pay. Each day of sick leave with pay which each employee had on the effective date of this contract shall be considered to be and shall be credited to him as one (1) tour duty of sick leave with pay. In the event that an employee has exhausted his earned sick leave with pay, the Board of Fire Commissioners may at its discretion grant additional such leave with pay.

**SECTION 2.** Sick leave shall not be considered a privilege which an employee may use at his discretion, but shall be allowed only in case of his sickness or in the case of a serious illness of a member of his immediate family.

Immediate family for the purpose of this Section shall include (with or without prefix "step" or suffix "in-law") mother, father, sister, brother, spouse, child, grandparent or grandchild who is a member of the employee's household; or the employee's mother, father, or child who does not live in the employee's household but for whom there is medical documentation of a serious illness requiring the personal attendance or care by the employee.

The maximum number of tours of duty of sick leave with pay which may be used for illness of a member of the immediate family shall be three (3) per occasion, to a maximum of three (3) occasions per contract year.

**SECTION 3.** If the Chief of the Department has reason to suspect that any leave has been taken in violation of Section 2, he shall investigate the alleged violation and may take appropriate action.

**SECTION 4.** Any female employee may request maternity leave. The employee will be put on sick leave when requested until her return to work or until her accumulated sick leave is exhausted. If during maternity leave, the employee exhausts her sick leave, she may request an extension of sick leave benefits as provided for in Section 1. The employee may request a leave of absence without pay from the Board of Fire Commissioners which may be granted at their discretion.

**SECTION 5.** An employee may be required to submit verification of his/her inability to work by a licensed physician in any case of absence for more than three (3) consecutive working days.

The physician's statement shall either be on a mutually agreed upon form or shall contain at a minimum the following information:

- 1) name of the employee;

- 2) name of treating physician;
- 3) nature of the employee's current illness (optional) or injury;
- 4) the date(s) on which the physician last treated the employee for same;
- 5) the estimated date the employee is due for further evaluation/treatment and/or the date on which the employee is cleared to return to work without restriction.

Nothing herein shall preclude the City from requesting that an employee undergo examination by a physician selected by the City, at the City's expense, or from taking appropriate action against an employee whose attendance is unacceptable.

#### **ARTICLE 18 TERMINAL LEAVE**

Each employee, upon his retirement, or his widow, in the case of his death, shall receive one (1) day of terminal leave pay for each tour of duty of unused sick leave which such employee has at the time of his retirement or death, as the case may be, up to a maximum of sixty (60) days of terminal leave pay. Additionally, each employee shall receive one day's pay for each year of completed service. Each day of terminal leave pay for each employee shall be computed at one-fifth (1/5) of the weekly pay which he is receiving at the time of his retirement, disability retirement, or death, as the case may be. In the event that such an employee is not survived by a widow, the terminal leave pay otherwise due his widow shall be paid to his estate. Weekly pay of each employee shall be determined by dividing such employee's annual base salary by fifty-two (52).

**ARTICLE 19**  
**INJURY LEAVE**

**SECTION 1.** Each employee who is injured or disabled in the line of duty and within the scope of his employment shall be entitled to injury leave with full pay from the date of injury, until such time as the first of the following occurs:

- 1) he is able to return to duty;
- 2) he is placed on Disability Pension;
- 3) he has reached maximum medical improvement as determined by his treating physician and is no longer able to perform fire fighting duties;
- 4) eighteen (18) calendar months have passed, provided that the eighteen (18) months shall be extended by up to six (6) months if the treating physician certifies that it is likely the employee will be able to return to work during that period.

Upon approval of a Managed Care Preferred Provider Organization Network by the Workers' Compensation Commissioner, all employees shall adhere to the provisions of the Workers' Compensation Act concerning treatment. If an employee does not adhere to the Workers' Compensation statutes, then the City shall not be obligated to pay the workers' compensation portion of the injury leave included in this Section 1.

In the event an employee appeals suspension of workers' compensation benefits for an alleged violation of Conn. Gen. Stat. § 31-279(c), an employee's injury leave full pay shall continue until such appeal is finally determined by the Workers' Compensation Commissioner. If the Commissioner rules against the employee, the employee shall be obligated to repay the workers' compensation portion of the injury leave paid by the City. The terms of repayment

(e.g., from sick leave, vacation or compensatory time, and partial payments) shall be negotiated by the employee and the City.

In a Section 31-279(c) situation, an employee may request to be examined for a second opinion by a reputable practicing physician not listed in the Workers' Compensation Managed Care Preferred Provider Organization Network and the City shall pay for such examination.

**SECTION 2.** The City shall pay the hospital, medical, dental and drug expenses in accordance with the provisions of the Workers' Compensation Act for each employee who is injured or disabled in the performance of duty, provided that he reports such injury or disability to his superior officer as soon as he becomes aware that such injury or disability was suffered in the line of duty, and further provided that he reports same within one (1) year of the date of injury or disability, and further provided that he establishes through proper evidence and witness that such injury or disability was suffered in the performance of his duty. Upon receiving a report that an employee has been injured or disabled in the performance of duty the superior officer shall make an appropriate entry in the log book and an appropriate report of same to the Clerk of the Department on the appropriate form.

**SECTION 3.** For the purpose of the adjudication of claims for the payment of benefits under the provisions of Sections 1 and 2 of this Article, any condition of impairment of health caused by hypertension or heart disease resulting in a temporary or permanent total or partial disability to an employee who successfully passed a physical examination on entry into such employment, which examination failed to reveal any evidence of such condition, shall be presumed to have been suffered in the line of duty and within the scope of his employment, unless it is proven to the contrary by competent medical evidence.

**SECTION 4.** Employees will make every effort to report injuries in a timely fashion.

**SECTION 5.** If an employee submits an injury report, is put on injury leave and is subsequently found to be ineligible for Workers' Compensation then the City shall have the right to recover any losses incurred by the City from the employee.

An employee who submits an on-duty injury report and cannot report to work shall charge such absence to sick leave until the first of the following occurs:

- 1) the City accepts the injury claim as eligible for benefits under the Workers' Compensation Act; or
- 2) the City does not contest the claim within the time limits of the Act; or
- 3) the Commissioner rules that a contested claim is compensable.

Upon a determination that the employee is entitled to workers' compensation, sick leave shall be restored.

**SECTION 6.** An employee who is on injury leave pursuant to Section 1 may be assigned to "light duty" status from and after the date on which his treating physician determines that he may return to work even though he cannot perform all of the regular duties of a fire fighter. Such assignment shall be in the sole discretion of the City and shall be subject to the following:

1. The assignment shall be consistent with the limitations prescribed by the employee's treating physician.
2. The nature and duration of the assignment shall be determined by the City. Notice of same, together with a general description of the duties, shall be given to the employee and the Union in writing. The assignment shall be a Fire Department function.

3. The work scheduled for a fire fighter on light duty status shall be subject to any limitation on hours of work prescribed by the employee's treating physician.

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

## **ARTICLE 20 FUNERAL LEAVE**

Each employee shall be granted leave with pay in the event of a death in his family as follows:

1. For death in the immediate family, three (3) working days of bereavement leave shall be granted. The term "immediate family" shall mean and include mother, father, sister, brother, wife, child, grandparents, grandchildren, with or without the prefix "step" or the suffix "in-law." If the death occurs during the employee's vacation, the vacation day(s) (not to exceed three) shall be changed to bereavement leave and the Chief shall arrange for the employee to take a substitute vacation day(s) at another mutually convenient time.
2. For death of any other family member, one working day of bereavement leave shall be granted for the purpose of attending the funeral. Other family members shall include aunt, uncle, niece and nephew. If the funeral occurs on a scheduled vacation day, the vacation day shall be changed to bereavement leave and the Chief shall arrange for the employee to take a substitute vacation day at another mutually convenient time.

**ARTICLE 21**  
**SPECIAL LEAVE**

Each employee shall be granted a maximum of twenty-five (25) days special leave with pay for any day or night on which he is able to secure another employee to work in his place, provided:

- A.** Such substitution does not impose any additional cost on the City.
- B.** Such substitution is within classification only, i.e., Deputy Chief, Captain, Lieutenant, and Firefighter. For the purpose of this Section, Acting Deputy Chiefs shall be considered Deputy Chiefs, Acting Captain shall be considered Captain, and Acting Lieutenant shall be considered Lieutenant.
- C.** The Deputy Chief on duty, in charge of one of the platoons in the engine house is notified in writing on an appropriate form, not less than one (1) day prior to its becoming effective, except in the case of an emergency, notification may be made by telephone.
- D.** Substitution must be approved by the Deputy Chief who is notified of substitution and such approval shall not be unreasonably withheld. The Training Officer shall, on a regular basis, submit to the Deputy Chief names of employees whose job performance indicates a need for additional training.
- E.** The Deputy Chief in charge of the platoon on which the substitution is to take place is notified of the substitution as soon as practicable by the Deputy Chief approving the substitution.
- F.** Neither the Fire Department or the City is held responsible for enforcing any agreements made between employees.

**G.** Such time shall be returned to the employee within six (6) months of the original substitution.

**H.** Excluded are education exchanges for the purpose of attending fire related courses and partial exchanges.

## **ARTICLE 22 LEAVE OF ABSENCE WITHOUT PAY**

The Board of Fire Commissioners may grant leave of absence without pay to any employee, upon his request, for a period not to exceed one (1) year. Upon expiration of an approved leave of absence, or earlier, if so requested by such employee, he shall be reinstated in the position held at the time leave was granted.

An employee shall not accrue any benefits or seniority during a leave of absence without pay. The employee's seniority shall be restored up to the date on which he went on leave without pay, provided that he returns at the expiration of the leave. During the period of an approved leave of absence without pay, an employee may continue to participate in the City's medical and dental plan provided that premiums are paid to the City in advance.

## **ARTICLE 23 RESIDENCE**

All employees shall reside within twenty (20) miles of Volk Station. An employee shall be in compliance with the residence requirement provided he resides within a town, any part of which falls within a twenty (20) mile radius of Volk Station.

## **ARTICLE 24 HOLIDAYS**

**SECTION 1.** In each calendar year, each employee shall be entitled to twelve (12) compensatory days off in lieu of holidays.

The Administrative offices, Fire Marshal's Office, Training Division and Maintenance Division shall be closed on the following holidays and the employees in such offices shall receive those holidays off with pay in lieu of receiving a compensatory day for the holiday: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas. For the purpose of this Section, the "holiday" shall be the day on which City Hall is closed for the holiday.

Employees who work the fire suppression schedule may elect up to six (6) days of holiday pay in lieu of compensatory time twice each year, once in December and once in June. Such holiday pay shall be paid at the employee's straight time hourly rate times twelve (12) hours for each day. The days elected in December shall be for the period January 1 through June 30 and the days elected in June shall be for the period July 1, to December 31. An employee who terminates employment prior to completing the six (6) months for which the holiday pay was elected shall have deducted from his/her final pay or pension (as applicable) holiday pay for the months not worked.

Day personnel who work the non-fire suppression schedule personnel shall receive three (3) personal leave days each fiscal year. Personal leave may be taken in half-day increments. There shall be no carryover of unused personal leave from one fiscal year to the next and no payment for unused personal leave upon separation.

**SECTION 2.** In the year of retirement, holidays shall be prorated at the rate of one holiday for each month of service prior to retirement.

**SECTION 3.** The granting of compensatory days off shall be administered by the Officer in Charge of the platoon in each station house or the Officer in Charge of each of the remaining divisions.

**SECTION 4.** Each employee shall select and take his compensatory days off, other than those taken as a vacation module, subject to the following limitations:

**A.** Except when a platoon is at or below the minimum staffing strength on duty, as provided for in Article 10, solely because of vacations and without regard to the presence or absence of the Deputy Chiefs, three (3) employees, [one (1) Company Officer Captain/Lieutenant and two (2) Firefighters or three (3) Firefighters] may be off duty on a compensatory day off on every day on each platoon in each of the following station houses: Volk Central Fire Station and Broad River Fire Station; and one (1) Company Officer Captain/Lieutenant and one (1) Firefighter or two (2) Firefighters may be off duty on a compensatory day off on every day on each platoon in each of the following station houses: East Norwalk Station, Westport Avenue Station and Meadow Street Station. Exception to compensatory days off on Thanksgiving, Christmas Eve Night and Christmas: Volk Central and Broad River: one (1) Captain/Lieutenant and one (1) Firefighter or two (2) Firefighters. East Norwalk, Westport Avenue, Meadow Street: one (1) Captain/Lieutenant or one (1) Firefighter.

**B.** In selecting individual compensatory days off, the officer in charge of each Station House on each platoon shall prepare a list from which each employee may select up to two (2) compensatory days off, not more than one (1) of which may be on a

legal holiday itself. The order in selecting such two (2) compensatory days off shall be by rank and then by seniority. In the event of a conflict concerning a choice of compensatory days off, after selections have been made from the forgoing list, preference shall be given on the basis of rank and then seniority by classification.

The City shall not be obligated to hire an officer to replace a Firefighter.

**C.** One (1) employee in the Apparatus Maintenance Division may be off duty on a compensatory day off on every day, except when one (1) employee from the same division is off duty on vacation. In the event of a conflict concerning a choice of compensatory days off within any such division because of this limitation, preference shall be given on the basis of rank and then classification seniority.

**D.** Two (2) employees in the Fire Prevention Bureau may be off duty on a compensatory day off every day, except when one (1) employee is on vacation, then only one (1) more employee shall be allowed to take a compensatory day off.

Note: It is understood that Fire Prevention Bureau personnel are not replaced when they are out.

**SECTION 5.** The City shall not be obligated to replace a Firefighter with an officer.

## **ARTICLE 25 VACATIONS**

**SECTION 1.** Each employee who has or will have completed six (6) months to one year of service shall receive a vacation leave of one (1) week. Each employee who has or will have completed one (1) year of service but less than ten (10) years of service shall receive two (2) weeks of vacation leave. Each employee who has or will have completed ten (10) years of service, but less than fifteen (15) years of service shall receive three (3) weeks of vacation leave.

Each employee who has or will have completed fifteen (15) or more years of service shall receive four (4) weeks of vacation leave. Each employee who has or will complete twenty (20) or more years of service shall receive five (5) weeks of vacation. Vacation leaves shall be administered in accordance with the following sections.

**SECTION 2.** For purposes of this Agreement the term "vacation module" is synonymous with and the same as the term "vacation week".

**SECTION 3.** For each employee in the Firefighting Division, each vacation module shall begin on his first day of a day tour or first day of a night tour of duty. If the vacation module begins on the first day of a day tour, it shall end on the last day off following the night tours of duty which next follow such day tours of duty. If the vacation module begins on the first day of a night tour, it shall end on the last day off following the day tours of duty which next follow such night tours of duty.

**SECTION 4.** For each employee in the Fire Prevention Division and Apparatus Maintenance Division, each vacation module shall begin on a Monday and terminate at 12:01 a.m. on the following Monday.

**SECTION 5.** The Officer in Charge of each station house on each platoon and the Officer in Charge of each of the remaining divisions shall prepare and submit vacation schedules to the Chief of the Fire Department on or by a date determined by the Chief, provided that each such Officer in Charge shall make certain that each of his subordinate employees shall prior to December 15, be given the opportunity to make his vacation selections for the calendar year next following such December 15.

**SECTION 6.** The vacation period for all employees shall be from January 1 through December 31 of each year. Each employee shall take his vacation in the year it is earned, except

when for good reason he is unable to take all or part of such vacation in such year, he shall take the unused portion of his vacation in the next following year in which it is earned. If a vacation module begins in one calendar year and ends in the next calendar year, it shall be considered as a vacation module which is taken in the year in which it is earned.

**SECTION 7.** Each employee shall select and take his vacation modules subject to the following limitations:

**A.** The City shall not be obligated to hire an officer to replace a Firefighter.

**B.** Without regard to the presence or absence of Deputy Chiefs, three (3) employees [one (1) Company Officer, Captain/Lieutenant and two (2) Firefighters] may be off duty on vacation leave at the same time on each platoon at each of the following stations: Volk Central Station and Broad River Station. Only after the Captain and Lieutenant have picked all their vacation (at station one and station two), three Firefighters in the above stations may be off duty on vacation at the same time.

**C.** Two employees [one (1) Captain/Lieutenant and one (1) firefighter or two (2) firefighters] may be off on vacation at the same time on each platoon at each of the following stations: East Norwalk Station, Westport Avenue Station and Meadow Street Station.

**D.** With the exception of the vacation module of Thanksgiving and vacation modules after December 15th, Volk Central Station and Broad River Station may have only one (1) Captain/Lieutenant and two firefighters off. East Norwalk, Westport Avenue and Meadow Street may only have one (1) Captain/Lieutenant or firefighter off at one time.

**SECTION 8.** Each Company Officer may take such vacation as he has earned in consecutive vacation modules up to a maximum of five (5) consecutive vacation modules, or he may split his vacation in two parts, one of which shall be two (2) consecutive vacation modules, and the other part which shall consist of his remaining vacation modules.

**SECTION 9.** In selecting vacations, each Captain shall have initial preference over Lieutenants and Firefighters.

**SECTION 10.** In selecting vacations, each Lieutenant shall have initial preference over Firefighters.

(Sections 8, 9 and 10 are subject to the limitations of Section 14.D).

**SECTION 11.** No employee shall be allowed to select a vacation during the period of December 15 to January 1 unless he takes all vacation he is entitled to under the provisions of this agreement consecutively in any calendar year. (i.e. if an employee has five (5) weeks of vacation entitlement he shall take all five (5) weeks of vacation consecutively to qualify for his period and so on.) Day personnel shall be able to qualify for vacation during the above stated period.

**SECTION 12.** Each Firefighter who has or will have fifteen (15) or more years of service during the vacation period, may take such vacation as he has earned in consecutive vacation modules up to a maximum of four (4) consecutive vacation modules or he may split his vacation in two (2) parts, one of which shall be two (2) consecutive vacation modules, and the other part of which shall consist of his remaining two (2) consecutive vacation modules. In selecting vacations, each Firefighter shall have preference among Firefighters in the order of seniority by classification, except that if he splits his vacation, he may not, after his first selection

make additional vacation selections during the period beginning with the last two (2) vacation modules in June through the first two (2) vacation modules in September.

**SECTION 13.**

**A.** Each employee who has or will have twenty (20) or more years of service during the vacation period may take such vacation as he has earned in consecutive vacation modules up to a maximum of five (5) consecutive vacation modules or he may split his vacation in two (2) parts, one of which shall be two (2) consecutive vacation modules, and the other part of which shall consist of his remaining three (3) consecutive vacation modules. He may also select single week option according to Section 14d.

**B.** Each Firefighter who has or will have less than fifteen (15) years of service during the vacation period, may take such vacation as he has earned in consecutive vacation modules or he may split his vacation in a maximum of two (2) parts, one of which shall consist of two (2) consecutive vacation modules and the other part, if any, shall consist of the remaining vacation module. Such employee may designate either part as his first vacation selection.

**SECTION 14.**

**A.** In selecting vacation, each such Firefighter shall have preference in the order of seniority by classification, except that if he splits his vacation, he may not, after his first selection make an additional vacation selection until all other employees have made their first vacation selections.

**B.** Deputy Chiefs may take their vacations in consecutive vacation modules or split their vacation in any combination of separate vacation modules.

C. One (1) employee may be off duty on vacation leave at any time in each of the following divisions: Fire Alarm Maintenance Division, and Apparatus Maintenance Division. Employees in each such division may take their vacations in consecutive vacation modules or split their vacation in any combination of separate vacation modules. In the event of a conflict concerning a choice of vacation leave within any such division, preference shall be given on the basis of rank and then seniority by classification.

D. Employees may take vacation in one (1) week modules. Employees selecting the one week option shall limit initial selection to two (2) preferences.

E. Two (2) employees in the Fire Prevention Bureau may be off duty on vacation leave at any time, except when one employee is on a compensatory day off, then only one employee shall be allowed to take vacation. Employees in the Fire Prevention Bureau may take their vacations in consecutive vacation modules or split their vacation in any combination of separate vacation modules. In the event of a conflict preference shall be given on the basis of rank and then by seniority by classification.

Note: It is understood that Fire Prevention Bureau personnel are not replaced when they are out.

**SECTION 15.** Compensatory days off shall be taken in individual days instead of an additional vacation module, except where an employee who has less than ten (10) years service he shall be allowed to take four (4) compensatory days as an additional vacation module, subject however to all of the other limitations here and above set forth.

**ARTICLE 26**  
**BUDDY SYSTEM**

**SECTION 1.** A separate system shall be established for the different classifications of Deputy Chief, Captain, Lieutenant, and Firefighter.

**SECTION 2.** If any man is sick or injured while off duty and exhausts his sick leave, his position will be covered by the Buddy System of his classification, and he will receive his regular weekly wage as if he were working subject to the provision of Section 3.

**SECTION 3.** If any man has accumulated forty (40) or more sick days and exhausts same, then the Buddy System will be activated after a period of one (1) week of his not receiving any pay. If any man has accumulated less than forty (40) days sick leave and exhausts same then the Buddy System will go into effect after a period of two (2) weeks of his not receiving any pay.

**SECTION 4.** The systems will be regulated by the members and all existing regulations will be in effect.

**SECTION 5.** The Union shall hold the City harmless in the event of a decision that this provision is found illegal under the Fair Labor Standards Act or Connecticut's wage and hour laws.

**ARTICLE 27**  
**GIFTS - REWARDS**

All rewards, gifts, or acknowledgments of service will be placed in the furniture fund unless otherwise specified. Said furniture fund shall be governed by the Chairman of the Board of Fire Commissioners, the Chief and the President of the Union.

**ARTICLE 28**  
**UNIFORMS**

**SECTION 1.** Upon appointment to the Norwalk Fire Department, a new Firefighter shall receive all required uniforms and necessary protective clothing, as follows:

- 1 Winter Coat (with lining)
- 1 Station Jacket
- 4 Trousers
- 1 Dress Hat
- 8 Station Shirts (4 long sleeve,  
4 short sleeve w/emblems)
- 1 Dress Uniform Jacket
- 1 Dress Uniform Trousers
- 2 Dress Uniform Shirts
- 1 Pair New Night Hitch Boots\*
- 1 New Night Hitch Coat\*
- 1 New Night Hitch Pants\*
- 1 Pair Gloves\*
- 1 Helmet\*

\*These items are considered to be "fire suppression gear."

1. An employee shall be responsible for replacement of items other than fire suppression gear.
2. The fire suppression gear shall be the property of the Norwalk Fire Department. Any employee terminating his/her service shall be required to return such items to the Department.
3. A firefighter who retires with twenty (20) or more years of service shall be allowed to keep his leather helmet.

**SECTION 2.**

**A.** Initial issue will remain the same as Article 28, Sections 1 and 3. Any change or addition to Article 28 will be the responsibility of the City to purchase. All

protective fire suppression gear will be provided by the City and shall meet or exceed current OSHA requirements and will be issued to employees as needed.

**B.** All uniformed personnel, after the original issue for new Firefighters and promotions, shall receive a clothing, equipment and linen allowance for the purpose of replacing, as needed, the clothing, equipment and linen issued by the Department. Newly promoted Lieutenants shall not receive such allowance during the fiscal year of original issue. The amount of the allowance shall be one thousand dollars (\$1,000.00) per fiscal year. Such allowance shall be paid in a separate check in the second pay period in July, either by separate check or in a check combined with the uniform maintenance allowance of Section 5 below. Effective July 1, 2015, the amount of the allowance shall be one thousand dollars fifty dollars (\$1,050.00) per fiscal year.

**SECTION 3.** All officers and day men shall be issued the following upon promotion or transfer to said rank:

**A. Deputy Chiefs:**

- i. Appropriate hat and insignia.
- ii. Eight (8) white shirts (four short sleeve and four long sleeve).
- iii. Four (4) pairs of officer dress pants (two winter weight and two summer weight).

**B. Captains:** Appropriate hat and insignia.

**C. Lieutenants:**

- i. Appropriate hat and insignia.
- ii. Eight (8) light blue station shirts (four short sleeve and four long sleeve).

- iii. Four (4) pairs of station pants (two winter weight and two summer weight).
- iv. One (1) officer Dress Uniform jacket.
- v. Two white officer dress shirts.

**D. Fire Prevention Personnel:**

- i. Eight (8) dress shirts (four (4) short sleeve and four (4) long sleeve), three (3) pair summer weight trousers.
- ii. Blazer, dress hat, insignia and dress rain coat.

**E.** Prior to July 1, 1999 the above items shall be replaced through the uniform voucher system. Thereafter, an employee shall be responsible for replacement of these items.

**SECTION 4.** Mechanics shall receive coveralls to be replaced as needed and a winter weight jacket. An employee shall be responsible for replacement of these items.

**SECTION 5.** Each uniformed member of the Department shall receive a uniform maintenance allowance each year. Such allowance shall be paid in a separate voucher check in the second pay period in July. The amount of the uniform maintenance allowance shall be five hundred twenty-five dollars (\$525.00).

**SECTION 6.** Employees shall be responsible for the tax consequences of any payments made pursuant to this Article.

**ARTICLE 29  
INSURANCE**

**SECTION 1. Medical Benefits for Active Employees.**

- (a) Prior to July 1, 2013, the current OAP-POS medical plan shall remain in place.
- (b) Effective July 1, 2013, the following changes shall be made in the OAP-POS plan:

The office visit co-pay shall increase to \$20.

Prescription co-pays shall increase to \$10 for generics, \$30 for formulary drugs and \$45 for non-formulary drugs. (There is no change in the mandatory generic substitution or mail order provisions.)

The co-pay for emergency room visits shall increase to \$100.

Effective July 1, 2014, the office visit co-pay shall increase to \$25.

- (c) Effective January 1, 2014, the following shall apply:
  - (i) All eligible employees may enroll in the High Deductible Health Plan (HDHP) with a Health Savings Account (HSA) for the employee and the employee's eligible dependents. Only the HDHP-HSA Plan shall be available to eligible employees.
  - (ii) An employee who is not eligible to enroll in the HDHP-HSA plan either as a matter of law or due to active military service may enroll in the OAP-POS Plan.

A summary of the major provisions of the HDHP-HSA Plan is attached as Appendix D.

The Employer shall fund each eligible employee's HSA in the following amounts:

- (i) for calendar year 2014, at sixty-five percent (65%) of the deductible;

- (ii) for calendar year 2015, at sixty percent (60%) of the deductible;
- (ii) for calendar year 2016, at fifty percent (50%) of the deductible;
- (d) Premium Cost Sharing for Active Employees:
  - (i) Prior to July 1, 2013, an employee shall contribute ten percent (10%) of the cost of medical and dental benefits, based on the member's COBRA rate excluding the administrative charge of two percent (2%) (single, single + 1, or family) per month.
  - (ii) Effective and retroactive to July 1, 2013, an employee shall contribute twelve percent (12%) of the cost of medical and dental benefits, based on the member's COBRA rate excluding the administrative charge of two percent (2%) (single, single + 1, or family) per month.
  - (iii) Effective July 1, 2014, an employee shall contribute thirteen percent (13%) of the cost of medical and dental benefits, based on the member's COBRA rate excluding the administrative charge of two percent (2%) (single, single + 1, or family) per month.
  - (iv) Effective July 1, 2015, an employee shall contribute fourteen percent (14%) of the cost of medical and dental benefits, based on the member's COBRA rate excluding the administrative charge of two percent (2%) (single, single + 1, or family) per month.
- (e) The City of Norwalk will maintain the current pre-tax/flexible spending plan to the extent permitted by law. The City shall continue to provide for a Dependent Care Assistance Plan to the extent provided by law.

(f) Dental benefits shall include 100 percent coverage for preventive and diagnostic treatment, an annual maximum benefit of one thousand five hundred dollars (\$1,500.00) and an orthodontic lifetime maximum of two thousand dollars (\$2,000.00) per employee and eligible dependent.

(g) Waiver of Medical Coverage. An employee who is eligible for health benefits in accordance with Section 1 of this Article may voluntarily elect to waive such benefits for a full plan year and, in consideration of such waiver, the employee shall not be required to pay the required premium cost sharing. An employee seeking to waive participation in the health benefits of Section 1 must:

1. complete a written waiver on a form provided by the Personnel and Labor Relations office;
2. provide evidence of similar coverage under another health benefit program;
3. submit the above during the open enrollment period for the coming plan year.

If an employee waives the health benefits of Section 1 for a plan year and does not affirmatively withdraw the waiver for a new plan year, the waiver shall remain in effect for the new plan year commencing July 1.

An employee who waives health benefits shall be eligible to re-enroll only as follows:

1. during open enrollment for a new plan year; or
2. within a plan year, upon the occurrence of a qualifying event as defined by law, and submission of documentation to the City of such qualifying event.

Re-enrollment within a plan year shall be effective the first of the month following at least thirty (30) days' written notice to the Personnel and Labor Relations office with documentation required to support the need for the change.

**SECTION 2. Medical Benefits for Retirees.**

An employee who retires under the City's Pension Plan, whether on normal or disability retirement, shall be eligible to continue participation in the medical plan subject to the following:

1. Vesting under the pension plan shall not constitute retirement for purposes of eligibility for any insurance benefits that are made available to retirees.
2. Any individual who retires under the Plan and is otherwise eligible for continued insurance benefits shall not be eligible to continue in the City's medical plan if that individual is eligible for substantially equivalent coverage through some other employer. However, should alternate coverage cease for any reason, the retiree may reenter the City's medical plan without penalty.
3. The existing carve-out method for coordination of benefits with Medicare shall continue. When the retiree is eligible for Medicare, if the retiree enrolls in a Medicare Risk HMO, the City shall pay the full cost of the retiree's and his/her spouse's enrollment in said Medicare Risk HMO.
4. Retirees shall be eligible to participate in the same medical plan and dental plan as are available to active employees. The City shall make the same contribution to a retiree's HSA as it makes for active employees in any given year. For those who retire on or after January 1, 2014, the retiree may only remain in the HDHP-HSA plan until the retiree is Medicare

eligible. At the time of Medicare eligibility, the retiree shall be enrolled in the OAP-POS plan with the carve-out provision. In addition, if a retiree who retired on or after January 1, 2014 turns 65 and is not eligible to participate in the HDHP-HSA plan but has a spouse or dependent who is under 65, the retiree and the spouse or dependent shall be enrolled in the OAP-POS plan (with the carve-out provision applicable to any plan participant who is 65 and over).

5. Retirees shall be subject to all cost containment provisions applicable to active employees.
6. Surviving dependent spouses shall continue to be eligible for medical and dental coverage with the same cost sharing as applied to the retiree.
7. Premium cost sharing for retirees shall be as follows:
  - (a) Employees who entered the DROP prior to June 18, 2013, shall pay no premium cost sharing for themselves or their dependents upon retirement.
  - (b) Employees who are not in the DROP but who retired prior to June 18, 2013, shall also pay no premium cost sharing for themselves or their dependents upon retirement. Any such employees shall receive payments due for terminal leave and other payouts in three equal installments -- one at the time of retirement, one in or about August 2014 and one in August 2015. At the City's option, these payments may be accelerated.
  - (c) Except for those employees covered by the two preceding paragraphs, employees hired prior to April 1, 2013 shall pay the following

shares of the premium cost for medical and dental coverage upon retirement:

<u>Service at Retirement</u>	<u>Cost Share</u>
20 years	10 percent
25 years	9 percent
30 years	8 percent
35 years	7 percent

(d) Employees hired on or after April 1, 2013, must have at least 20 years of service upon retirement to qualify for retiree medical and dental benefits. Such employees shall pay the following share of the premium cost for medical and dental coverage upon retirement:

<u>Service at Retirement</u>	<u>Cost Share</u>
20 years	50 percent
25 years	40 percent
30 years	37.5 percent
35 years	35 percent

Neither the City nor the Union shall be required to negotiate over changes to this subsection 7 which would be effective prior to July 1, 2016.

8. Only the spouse and dependents of the retiree at the time of retirement shall be eligible for retiree medical benefits.

During active employment, an employee shall contribute one percent (1%) of his/her base salary to a trust fund for retiree medical benefits. For the purpose of this provision, "base salary" shall be defined in the same manner as for contributions to the pension plan under Article 37, Section 4 of this Agreement.

**SECTION 3.** The spouse of a deceased employee shall have the right to continue in the City's group medical insurance program, at the spouse's own cost, by paying 50 percent of the

premium to the City on a monthly basis. If the deceased employee had twenty (20) or more years of service with the Norwalk Fire Department, or if the employee was killed in the line of duty, the City will continue to pay the cost of the medical insurance coverage, subject to the same premium cost share as would have applied to the deceased employee, for the spouse and eligible dependent children, until the spouse a) remarries or b) received substantially comparable benefits through another employer or c) up to the date on which the deceased employee would have attained age sixty-five (65), at which time Section 2, paragraph 3, above shall apply.

**SECTION 4.** The City shall provide and pay for term life insurance in an amount equal to the employee's salary rounded to the nearest thousand dollars.

Retired members of the Norwalk Fire Department will be covered by two thousand five hundred dollars (\$2,500.00) insurance as they are now.

**SECTION 5.** Whenever an employee damages personal eyeglasses or dentures in the actual performance of his duties, and without negligence on the part of said employee, said eyeglasses or dentures shall be replaced or repaired at the expense of the City. The Chief shall have full discretion in the administration of this section as it relates to the manner in which the above-mentioned personal items were damaged. Said discretion shall not be subject to the grievance procedure provided for in this Agreement.

**SECTION 6.** The City may change insurance carriers of self-insure, upon prior notification to the Union, provided, however, that a change in insurance carrier, or self insurance, shall result in equal and/or better benefits than provided before the change in insurance carrier or self-insurance program and there shall be no break in service or coverage.

**SECTION 7.** The City shall have the right to adopt health care cost containment measures and cost management techniques, including but not limited to:

- (a) requirement for preadmission certification;
- (b) mandatory second surgical opinions;
- (c) limitations on diagnostic and in-hospital testing;
- (d) restrictions on day of admission;
- (e) peer review.

The implementation of cost containment measures shall not result in any reduction of health benefits. The Union shall be given the opportunity to review and comment on any cost containment measures which amend the Coordinated Care Program prior to implementation.

Failure to comply with the cost containment measures of the health benefit plan summarized in Appendix H shall be penalized in accordance with the plan provisions.

In the event that the cost containment program determines that there is not confirmation of medical necessity for a procedure, or need for inpatient treatment or additional days of stay in a hospital or other treatment facility, the employee who elects such procedure, inpatient treatment or additional days of stay, shall receive fifty percent (50%) of the benefit to which he/she would otherwise be entitled under the medical plan. An employee who follows the procedural requirements for second surgical opinion shall not be subject to a fifty percent (50%) reduction even if he/she decides to have surgery which the second opinion recommends against.

The medical benefit plan as summarized in Appendix H shall include an appeal procedure by which an employee may seek review of:

- 1) a decision concerning lack of medical necessity; and/or
- 2) imposition of a penalty.

**ARTICLE 30  
FUNERAL DETAILS**

The Union agrees that all employees who are requested by the Chief of the Fire Department, to be a funeral detail for active or retired members of the Fire Department, shall not receive any additional compensation for such service.

**ARTICLE 31  
RETENTION OF POWERS**

**SECTION 1.** The City of Norwalk and the Board of Fire Commissioners have and will continue to retain, whether exercised or not, all or the customary rights, powers and authority of management, except as abridged or limited by this Agreement and have the sole and unquestioned, customary rights, responsibilities, and prerogative of management to manage the affairs of the Fire Department and direction of the members of the department.

**SECTION 2.** All other job benefits enjoyed by employees which are not specifically provided for or abridged in this contract are hereby protected by this contract.

**ARTICLE 32  
MISCELLANEOUS**

**SECTION 1.** The Officer-in-Charge shall apportion all work among subordinates as equitably as practicable.

**SECTION 2.** Each employee who is required to represent the Norwalk Fire Department at the direction of the Chief, or to appear in court for the City of Norwalk, while on his off-duty hours, shall be compensated subject to the provisions of Article 12 of this contract.

**SECTION 3.** At the request of an employee or employees and with the approval of the Fire Board, the City shall provide and pay for the necessary tools, books, codes and equipment

which are required by such employee or employees in the performance of his duties, providing such total payments shall not exceed five hundred dollars (\$500.00) in any fiscal year.

**SECTION 4.** Employee's paychecks shall be delivered in sealed envelopes.

**SECTION 5.** An annual payment of one thousand dollars (\$1,000.00) shall be made by the City to the Fire Department furniture fund and said amount shall be allocated by the Chief and the Union President.

**SECTION 6.** The City may designate the Fire Department as First Responder for the City. It is understood that there has been full opportunity to bargain over the impact of this management decision during the negotiations for the successor to the contract that expired on June 30, 2006.

### **ARTICLE 33 WAGES**

**SECTION 1. General Wage Increases.** The wage rates for the employees shall be set forth in Appendices A and B. These wage schedules shall reflect the following:

- a. Effective and retroactive to July 1, 2012, all rates on the salary schedules in effect on June 30, 2012, shall be increased by two and one-half percent (2.5%).
- b. Effective and retroactive to July 1, 2013, all rates on the salary schedules in effect on June 30, 2013, shall be increased by two percent (2.0%).
- c. Effective July 1, 2014, all rates on the salary schedules in effect on June 30, 2014, shall be increased by two percent (2.0%).
- d. Effective July 1, 2015, all rates on the salary schedules in effect on June 30, 2015, shall be increased by two percent (2.0%).

**SECTION 2. Promotions.** Any Firefighter who is promoted to the next highest classification shall be placed at the increment step of the higher classification in which the dollar value is higher than a four (4%) percent increase in pay. If the next highest dollar amount is less than four (4%) percent he will be placed in the next increment step; i.e., a Captain, Step 5 who is promoted to Deputy Chief would receive Step 4 of the Deputy Chief schedule; a Firefighter who is promoted to Lieutenant would receive Step 2 of the Lieutenant schedule.

In calculating the four percent (4%), the ten percent (10%) stipend that the Deputy Chief of Training receives shall not be included, i.e., a Captain, Step 5, who is promoted to Deputy Chief and subsequently assigned to training would receive Step 4 on the Deputy Chief Training schedule.

**SECTION 3. Increments.** All annual salary increments, as outlined in the pay plan shall be automatic. However, if any employee's performance has continually shown and proven to be inadequate, and/or not in keeping with Department high standards, the Commissioners may deny an increment to that employee for the forthcoming year provided that such employee has been warned in writing concerning his performance and has been given an opportunity to improve same, and further provided such employee may grieve under Article 6 if he believes such denial is unwarranted. Employees hired or promoted prior to April 1 shall advance one (1) step July 1 of that year. Employees hired or promoted between April 1 and June 30 will not advance one (1) salary step until January 1 of the following year.

**SECTION 4. Bilingual Pay.** All regular members of the Department who are fluent and proficient in Spanish shall receive four hundred dollars (\$400.00) incentive payment annually, beginning in July of 2013. The member(s) receiving this increment must receive a grade of average or better on a proficiency test in Spanish.

**SECTION 5.** Beginning with the first pay period in September 2013, wages shall be paid on a biweekly basis, rather than a weekly basis.

**SECTION 6.** Beginning with the first pay period in September 2013, all wages shall be paid by direct deposit to a bank or credit union account designated by the employee.

### **ARTICLE 34 CAR ALLOWANCE**

**SECTION 1.** Each employee who is required to use his personal automobile in connection with the performance of his duties shall receive a car allowance in accordance with the uniform City policy for car allowances adopted or to be adopted by the Board of Estimate and Taxation, except as outlined in the memorandum of agreement.

#### **SECTION 2.**

**A.** Three (3) used Police automobiles will be made available to the Fire Prevention Bureau.

**B.** The City's ability to provide such cars is a unique situation and is not construed to be a "past practice" or an ongoing commitment.

**C.** Employees who are provided such automobiles shall be excluded from any other allowance for using an automobile.

### **ARTICLE 35 EMERGENCY LEAVE**

In the event of a temporary emergency situation involving the employee's immediate family or his home and requiring his presence, the officer in charge of the platoon may grant him time off from duty for that portion of his tour of duty needed to cover the emergency.

Emergency leave is not to be used for illness or injury of the employee or his family. The current practice with respect to replacement of an employee on emergency leave shall continue.

## **ARTICLE 36 EDUCATION**

**SECTION 1.** The City of Norwalk shall reimburse any employee pursuing a course of study at any accredited college, university or junior college or community college or state technical school to the extent of full tuition subject to the following conditions:

A. The course being taken requires personal attendance and is fulfilling degree requirements for an Associate, Bachelor's or Master's degree, and is reasonably related to improving the individual's ability to serve the City of Norwalk as a Fire Department employee.

B. The course for which tuition has been charged has been completed with a grade of Average or better.

As provided in Article 37, Section 15-E-8, an employee who is a DROP participant shall not be eligible for tuition reimbursement.

## **ARTICLE 37 RETIREMENT AND SURVIVOR BENEFITS**

### **SECTION 1. Pension Plan.**

a. For employees hired prior to January 1, 2013, the retirement plan shall be that set forth in the document titled "City of Norwalk Fire Department Pension Plan" as amended and restated effective July 1, 2010 (hereinafter the "Pension Plan" or "Plan").

- b. Sections 2, 3, 4, 8, 10, 13 and 15 of this Article shall not apply to an employee hired on or after January 1, 2013.
- c. For employees hired on or after January 1, 2013, there shall be a new Pension Plan, known as the Post 2012 Fire Pension Plan. The following shall be the key provisions of such plan:
  - 1. There shall be the following forms of retirement:
    - a. Normal Retirement: Normal Retirement shall be at the later of age 52 or the completion of twenty-five (25) years of service. An employee who continues working past Normal Retirement shall continue to accrue credited service until he reaches the maximum of sixty percent (60%) of FAC.
    - b. Early Retirement: An employee may retire prior to age 52 provided he has at least twenty-five (25) years of service. The adjustment factor for early retirement shall be six percent (6%) for each year prior to age 52, or one-half of one percent for each month or part thereof for partial years of service.
    - c. Special Early Retirement: An employee who has at least twenty (20) years of service may take Special Early Retirement at age 60 with no early retirement adjustment factor.
    - d. Terminated Vested Retirement: An employee who is vested and terminates employment with the City prior to eligibility for Normal Retirement, Early Retirement or Special Early Retirement shall be

eligible to collect his accrued vested benefit (calculated as of the date of termination of employment) at the first of the following:

- (i) the date on which he would have reached Normal Retirement if he had remained in the City's employ;
  - (ii) age 65.
2. Mandatory retirement shall be at age 65.
3. The pension benefit of a retiree shall be two and one quarter percent (2.25%) of final average compensation (FAC) for each year of credited service or portion thereof.
4. FAC shall be defined as the average of the employee's base salary for the thirty-six (36) complete calendar months prior to retirement, using the base salary rates as stated in the collective bargaining agreement. Base salary shall not include any payments made for extra duty, overtime, longevity and/or stipends.
5. Section 1-342 of the Norwalk City Charter (1970) shall have no force and effect.
6.
  - (a) A regular member of the Fire Department who is totally and permanently disabled as a result of an injury incurred in the active performance of duty shall be eligible for a disability pension that is the greater of fifty percent (50%) of FAC or two and one quarter percent (2.25%) of FAC for each year of credited service.
  - (b) A vested regular member of the Fire Department who is totally and permanently disabled from a cause not connected with his duties as a member of the Fire Department shall be eligible for a disability pension

calculated based on two and one quarter percent (2.25%) of FAC for each year of service. An employee with less than ten (10) years of service has the option to take a return of contributions.

7. The maximum benefit for any retiree shall be sixty percent (60%) of FAC.
8. Employee contributions to the Pension Plan, as a percent of base salary, shall be ten percent (10%).
9. There shall be no automatic post-retirement adjustments to the pension.

**SECTION 2.** Any regular member of the Fire Department shall be eligible to retire, and shall at his request be placed on the retirement list provided that he has completed twenty (20) years of regular service and has reached the age of forty-eight (48). Said twenty (20) years of service may at the employee's option include any permanent substitute time an employee desires to include for the purpose of accruing pension benefits, provided said employee may pay his contribution necessary to include such permanent substitute time. Said employee contribution shall be computed on the basis of the salary and contribution in effect at the time said employee was a permanent substitute.

**SECTION 3.** Upon retirement, said member shall receive a pension to be computed on the basis of two and one-half percent (2 1/2%) per year of service plus any portion of a year prorated based on completed whole month(s) of such service, up to a maximum of seventy-five percent (75%) based on the last twenty-six (26) weeks of base salary. For the purposes of determining pension benefits, base salary shall not include any payments made to the member for extra duty, overtime, longevity and/or stipends (with the exception of stipends for education). Said pension benefits shall be payable to the retired member on a monthly basis during his life.

#### **SECTION 4. Contributions.**

Effective January 13, 2000, the City of Norwalk Fire Department Pension Plan shall be amended to provide for employee contributions at the rate of eight percent (8%) of base salary. For the purposes of this contribution, his base salary shall not include any payments made for extra duty, overtime, longevity and/or stipends (with the exception of stipends for education). Upon termination of employment, or death, the Firefighter, or his estate, shall receive the amounts contributed by said firefighter to the Plan, provided said Firefighter is not eligible for retirement at the time of his death, or termination of employment, and provided further, in the event of his death, that his widow or his estate is not entitled to other benefits under the provisions of the Plan. Any return of contributions to the member or his estate shall not be retroactive, and the member or his estate shall be entitled to the return of only those contributions which were made subsequent to July 1, 1971. Effective on and after July 1, 2005, employee contributions shall cease for any employee who has accrued the maximum allowable benefit (75%) under the Plan.

Effective in the first pay period following ratification of this 2012-2016 Agreement, employee contributions shall be at the rate of nine percent (9%) of base salary. For the purposes of this contribution, base salary shall not include any payments made for extra duty, overtime, longevity and/or stipends (with the exception of stipends for education).

Effective in the first pay period following July 1, 2015, employee contributions shall be at the rate of nine and one-half percent (9.5%) of base salary. For the purposes of this contribution, base salary shall not include any payments made for extra duty, overtime, longevity and/or stipends (with the exception of stipends for education).

**SECTION 5.** The years of service of a Firefighter as a call man shall not be counted as years of service for the purposes of the Pension Plan.

**SECTION 6.** The pension benefits herein shall not affect the benefits of those individuals who are currently receiving pension or survivor benefits from the City of Norwalk.

**SECTION 7.** When any member of the permanent force of the Fire Department shall be on or shall be eligible to be placed on the retired list pursuant to the provisions of the Pension Plan or the Post 2012 Fire Pension Plan and shall die while on or eligible to be placed on the retired list, the Board of Trustees of the Pension Plan shall direct an allowance out of the fund for said Plan equal to the amount received by the member while on the retired list or to which he would have been entitled had he been placed on the retired list to be paid to the widow or dependents of such fireman on a monthly basis.

**SECTION 8.** Section 1-342 of the Norwalk City Charter (1970) shall have no force and effect as to members of this bargaining unit.

A regular member of the Fire Department who is awarded a disability retirement under the Pension Plan shall receive a pension computed in accordance with said Section or on the basis of two and one-half percent (2 ½%) per year of continuous service, up to a maximum of seventy-five percent (75%) based on the last twenty-six (26) weeks of base salary in accordance with Section 3, whichever is greater..

**SECTION 9.** In the event that there is a conflict between the terms of the City of Norwalk Fire Department Pension Plan and any provisions of the City's Charter, ordinance, rules, regulations or Special Acts, it is expressly understood and agreed that the terms of the Plan, as may be modified by this Agreement, shall prevail.

**SECTION 10.** It is expressly understood that all sections of the current Fire Benefit Fund provisions as contained in the Norwalk City Charter (1970) which are not in conflict with the terms of the Pension Plan and this Article shall remain in full force and effect.

**SECTION 11.** Any firefighter or survivor of a fire officer entitled to receive benefits under Chapter 568 of the Connecticut General Statutes or under Conn. Gen. Stat. §§7-433a, 7-433b, and 7-433c as amended from time to time, shall have the disability or survivors benefits provided for by the Pension Plan or the Post 2012 Fire Pension Plan reduced so that under no circumstances shall the disabled officer or survivor receive more than one hundred percent (100%) of the regular weekly compensation being paid at the time of death or retirement.

**SECTION 12.** Any member of the department who has been a contributing member of the pension plan for ten (10) years of service in the Norwalk Fire Department Pension Plan or the Post 2012 Fire Pension Plan shall be entitled to become "vested" in the pension system. "Vested" for this purpose shall mean that should such employee resign from the department, the employee may, at his/her option, leave the employee contributions in the pension plan and thereafter, upon reaching normal retirement age for the Plan in which he was a contributing member may begin to draw a pension based upon the number of years of credited service at the time of resignation in accordance with the terms of the applicable Plan.

**SECTION 13. Pension Adjustment.** Any regular member of the Fire Department who retires on or after July 1, 1998 shall have his/her pension increased annually by one and one-half percent (1½ %) commencing at age 55 to be applied upon each birthday of the retiree provided that the first such adjustment will be made only if the retiree has been retired for at least six (6) months. In the event of the retiree's death prior to the age of 55, the survivor's benefit shall be adjusted beginning on the date the retiree would have reached age 55.

**SECTION 14. Military Service Credit.** An employee shall have the right to purchase up to two (2) years of credited service in the Pension Plan or the Post 2012 Pension Plan, for military service, in accordance with the terms of the applicable Plan.

**SECTION 15. Deferred Retirement Option Plan.**

Effective following the signing of or issuance of an arbitration award for this 2006-2010 Agreement, the City shall offer a Deferred Retirement Option Plan ("DROP") for members of the City of Norwalk Fire Department Pension Plan (the "Plan"), with the following terms and conditions:

**A.** The following definitions shall apply to the DROP provided under this Section:

1. "Member" shall mean a member of the City of Norwalk Fire Department Pension Plan.
2. "DROP period" shall mean the number of years for which the member elects to participate in the DROP. The DROP period shall be in increments of full years. The DROP period shall commence on the first day of a calendar month and shall terminate on the last day of a calendar month.

**B.** Eligibility for Participation in the DROP:

1. Any member, on or after reaching eligibility for normal retirement (age 48 and 20 years of service), may participate in the DROP for a minimum of one and a maximum of five years, but in no event beyond the end of the member's 29th year of service. Such member shall provide at least 90 days written notice to the City of

his/her election to participate in the DROP, on a form provided by the City. The form shall require that the member specify the DROP period and the date of commencement of the DROP. A member may not file a notice of election to participate in the DROP unless he has reached eligibility for normal retirement or is expected to attain such eligibility within six (6) months of the date of the notice.

2. The provisions of paragraph 1 above notwithstanding, for any member employed as of the date of ratification of the 2002-2006 contract whose age at the time of initial employment was 20 or less, the employee may participate in the DROP for a minimum of one and a maximum of three years, but in no event beyond the end of the member's 32nd year of service.
3. A member who elects to participate in the DROP shall execute the following prior to commencement of the DROP period:
  - ADEA waiver
  - Notice of Election to participate in the DROP
  - Application for participation in the DROP
  - Resignation of Employment Letter upon completion of DROP
  - Beneficiary designation

C. A member who participates in the DROP will be considered retired only with respect to the calculation of the member's monthly pension benefit under the Plan as

of the date of commencement of the DROP period, and such member will not be separated from City service until the end of the DROP period. Notwithstanding any other provision of the Plan to the contrary, a member participating in the DROP need not separate from City service to qualify for the pension benefit payments provided in D below.

**D.** During the DROP period, 85 percent for those eligible under Section B-2 above, and 90 percent for those eligible under Section B-1, of a member's pre-DROP monthly accrued retirement benefit shall be credited to a recordkeeping account, for the member, in the pension fund. At the end of the DROP period, these funds, with interest accrued at the rate of the two-year average T-bill, adjusted annually, to a maximum of five percent (5%) per annum, on each year's balance shall be paid in a lump sum to the member. Payment shall be made within thirty (30) days of the member's separation from service.

**E.** The following shall apply during the DROP period:

1. The member shall remain in full City service at his/her current rank/seniority, with all the terms, rights, conditions, and benefits of the collective bargaining agreement (i.e., wage adjustments, vacation, sick leave, holidays, injury leave, uniform allowance, health insurance, overtime, tuition, etc.) except as expressly limited herein.

2. The member shall not be eligible for promotion within the Fire Department while in the DROP.

3. The DROP payments shall not be increased by the pension adjustment set forth in Section 13 of this Article. There shall be no pension

adjustment applied to the member's pension benefit until the DROP Period is completed and the member has separated from City service.

4. No further pension benefits will accrue after the DROP effective date (i.e. the monthly pension payment is locked in at the date that the member commences the DROP Period).

5. During the DROP period, the member shall not make employee contributions to the Plan.

6. A member who elects the DROP shall participate in and contribute to the medical premium cost share on the same basis as active employees during the DROP period.

7. A member who sustains an on-the-job injury during the DROP period shall be entitled to Worker's Compensation benefits as if an active employee. If the member becomes disabled as a result of such injury during the DROP period, the member shall be entitled to receive a disability pension pursuant to this Plan and, if such disability pension is approved by the Fire Commission, participation in the DROP shall cease on the effective date of the disability pension.

8. A member shall not be eligible for tuition reimbursement under Article 37 for course work taken while in the DROP period.

**F.** Any member who has commenced participation in the DROP may not withdraw from the DROP once the DROP Period begins unless:

(1) The member separates from City service; or

- (2) The member applies in writing to the Fire Commission to seek permission to be released from the DROP election for cause and the Fire Commission grants that request. The decision of the Fire Commission shall be final.

**G.** Terminal and Other Leave Payouts.

1. At the commencement of the DROP period, the City shall calculate the terminal leave payout for years of service and sick leave, as well as vacation and holiday pay, as if the member was retiring under the normal retirement provisions of the Plan. Prior to such calculation, the member may elect to withdraw up to twelve (12) days from his/her accumulated sick leave and carry those days into the DROP period.
2. The City shall pay the amount due under the above calculation for the member's terminal leave and other payouts in equal annual installments over the member's DROP period. At the City's option, these payments may be accelerated.
3. There shall be no further terminal leave payout or payment for vacation or holiday time at the completion of the DROP period.

**H.** In the event of a member's death prior to completion of the DROP period, survivor benefits shall be paid pursuant to the Plan and any of the funds credited during the DROP period to the date of the member's death shall be paid to the member's beneficiary.

**I.** Upon completion of the DROP period the member will be considered a retired employee. The retiree shall thereafter receive his/her full pension payments as accrued prior to the DROP effective date.

**J.** The President of the Union shall be notified of and sent copies of the agendas for meetings of the City of Norwalk General Employees Pension Board, or any committee of that Board or its successor which is charged with overseeing pension fund investments for all City pension funds. The President of the Union or his designee may attend and participate in any meeting relating to pension fund investments and shall also be provided with copies of any reports made to the Board relating to such investments.

### **ARTICLE 38 LONGEVITY**

In each fiscal year, in addition to all other wages and benefits, each employee who has or will have completed eight (8) years of service, including permanent substitute time, as of June 30 of such fiscal year, shall receive a longevity payment of two hundred and fifty dollars (\$250.00) dollars plus fifteen dollars (\$15.00) for each additional year of service. Longevity payments shall be made on or about December 1, in the closest regular payment, of each year. In the event that an employee terminates his service or dies prior to said date, he or his widow, as the case may be, shall receive the longevity payment which he has earned, if any, as of the date of termination or death. If such employee dies and is not survived by a widow, the longevity payment otherwise due to his widow shall be paid to his estate.

**ARTICLE 39**  
**EXAMINATIONS AND APPOINTMENTS**

**SECTION 1.** Except for the position of Fire Marshal, whenever a vacancy occurs in any classification and an eligibility list exists for said classification, the Board of Fire Commissioners shall fill said vacancy from the eligibility list existing at the time of the vacancy by appointing the person(s) standing highest on such eligibility list to fill such vacancy(ies).

**SECTION 2.** Except for the position of Fire Marshal, whenever the Fire Commissioners wish to fill a vacancy (ies) in a position in the bargaining unit, and no eligibility list exists for the classification to which such position is allocated, the Fire Commissioners shall cause a competitive examination to be held in accordance with the provisions of Section 3 of this Article. After an eligibility list for such classification is established as the result of such examination, the Fire Commissioners shall appoint the person(s) standing highest on such list to fill such vacancy(ies).

**SECTION 3.** The Fire Commissioners may from time to time, and shall, pursuant to Section 2 of this Article, cause competitive examinations to be held by some impartial agency. Each examination shall be open to only those persons who meet the minimum qualifications, established in accordance with Section 4 of this Article, for the classification for which the examination is being conducted. The minimum passing grade in each examination shall be seventy percent (70%). All employees who receive at least the minimum passing grade in the written part of an examination for a certain classification shall be placed on the eligibility list for such classification in the order of their final total grade in such examination. Only the following factors and weights shall be considered in arriving at the respective total grade:

<u>FACTOR</u>	<u>WEIGHT</u>
Seniority	10%
Oral Exam	30%
Written Exam	60%

Each eligibility list established under this section shall remain in full force and effect for a period of two (2) years after the date on which it is published. Upon expiration of an eligibility list the City shall cause to be established an eligibility list to replace said expired list no later than ninety (90) days from said expiration date, except that for the positions in Fire Prevention and the Mechanic, the City shall cause an eligibility list to be created ninety (90) days from the time of vacancy.

**SECTION 4.** The following will apply to all promotional examinations:

Firefighter to Fire Lieutenant	--	Five (5) years service as a Firefighter
Fire Lieutenant to Fire Captain	--	Three (3) years service as Fire Lieutenant
Fire Captain to Deputy Chief	--	Three (3) years service as Captain
Firefighter to Fire Inspector	--	Five (5) years service as a Firefighter. If there are no applicants or a passing grade is not achieved by initial applicants, the qualifications will be reduced to a minimum of 2 years of completed service and a second exam will be held until such time as a list is established.
Fire Inspector to Deputy Fire Marshal	--	Must have reached maximum salary as an Inspector and served as an Inspector for three (3) years immediately prior to exam date.

Fire Marshal -- Ten (10) years of experience in the fire service, including at least five (5) years in a position comparable to that of Fire Inspector or Deputy Fire Marshal; State certification; Associate's or Bachelor's degree in fire technology.

**SECTION 5.** Whenever the Fire Commissioners wish to fill a vacancy in the position of Fire Marshal, the Fire Commissioners shall cause a competitive examination to be held. After an eligibility list for the position of Fire Marshal is established as a result of such examination, the Fire Commissioners shall appoint one of the persons standing in the three highest positions (i.e., with the top three scores) on the eligibility list.

**SECTION 6.** An employee who is promoted shall qualify for advancement to Step 5 of the rank upon the first of the following: (a) progression through the steps of the salary range for the rank; (b) achieving the certifications for the rank as set forth in Appendix I.

#### **ARTICLE 40 PHYSICAL FITNESS PROGRAM**

**SECTION 1.** A joint committee, including an equal number of representatives of the City and an equal number of representatives of the Union, shall be established on or about January 1, 1996 for the purpose of developing physical fitness criteria for all Fire Department Personnel. The committee's review and recommendations shall address the following:

1. Standards of physical and mental health all employees should meet in order to perform their duties.
2. A method for evaluating each employee's conformance to the established standards.

3. The recommendations of the committee shall be subject to review by the City and the Union. In the event that there is a disagreement following such review, the City and the Union shall enter into negotiations in an effort to resolve their differences. If the differences cannot be resolved, those matters remaining in dispute shall be submitted to the binding arbitration process of Conn. Gen. Stat. § 7-473c.

**SECTION 2.** The City may require a complete physical examination for an employee every two years, at the City's expense.

**SECTION 3.** During the term of this 2012-2016 Agreement, but not later than June 30, 2015, the City shall allocate two thousand five hundred dollars (\$2,500.00) to each of the four fire stations other than the new headquarters station, for the purpose of replacing or upgrading exercise equipment.

## **ARTICLE 41 INFECTIOUS DISEASE**

**SECTION 1.** For the health and welfare of every member of this bargaining unit, specifically for the protection against possible transmittal of life threatening infectious disease viruses, the City shall provide all appropriate protective gear and equipment necessary to an employee when performing any firefighter duties. Such protective gear and equipment shall be provided to each bargaining unit member, to be used whenever possible where physical contact is to be made with the public, most especially where there is bleeding or presence of body fluids.

**ARTICLE 42  
SUBSTANCE ABUSE TESTING**

All employees shall be required, as a condition of continued employment, to participate in testing for controlled substances, including but not limited to drugs and alcohol, in accordance with Appendix E of this Agreement.

**ARTICLE 43  
STIPENDS FOR CERTIFICATIONS**

**SECTION 1.**

**A.** The City shall pay any Firefighter who obtains or maintains EMR (Emergency Medical Responder) certification a stipend of five hundred dollars (\$500) annually in the first pay period of each fiscal year. All Firefighters hired before June 30, 2006 do not have to obtain or maintain EMR certification as a condition of employment. Any such Firefighter who intends not to renew EMR certification must give written notice to the Chief of the actual expiration of such certification.

**B.** The Fire Department shall continue to offer EMR classes so that employees may attend such classes while on duty.

**C.** All Firefighters hired on or after June 30, 2006 must obtain EMR certification within eighteen (18) months of initial date of hire. All such Firefighters must maintain EMR certification as a condition of employment.

**SECTION 2.**

**A.** The City shall pay any Firefighter who obtains, or maintains, EMT (Emergency Medical Technician) certification a stipend of one thousand dollars (\$1,000) annually in the first pay period of each fiscal year. All Firefighters hired before June 30, 2006 do not have to obtain

or maintain EMT certification as a condition of employment. Any such Firefighter who intends not to renew EMT certification must give written notice to the Chief of the actual expiration of such certification.

**B.** The Fire Department shall offer EMT re-certification classes so that employees may attend such classes while on duty. The Fire Department may offer EMT initial certification and EMT bridge classes to the extent practicable.

#### **ARTICLE 44 DURATION CLAUSE**

The duration of this contract shall extend through and shall expire on June 30, 2016, as it applies to all provisions of this contract and shall be effective upon ratification by both parties hereto or issuance of an arbitration award except where there is an effective date expressly provided herein. Either party wishing to extend, amend or modify such contract must notify the other party in writing no more than one hundred and eighty (180), nor less than one hundred and twenty (120) days prior to such expiration date. Within five (5) days of the receipt of such notification by either party, a conference shall be held between the City and the Union negotiating committee for the purpose of negotiating such amendments, extensions or modifications of the contract.

IN WITNESS WHEREOF, the parties have caused their names to be signed, this \_\_\_\_\_  
day of \_\_\_\_\_, 2014.

CITY OF NORWALK

LOCAL 830, INTERNATIONAL  
ASSOCIATION OF FIREFIGHTERS,  
AFL-CIO

By \_\_\_\_\_  
Harry W. Rilling  
Mayor

By \_\_\_\_\_  
Eleferios Petrides  
President

\_\_\_\_\_  
Emmet Hibson  
Director of Personnel &  
Labor Relations

\_\_\_\_\_  
Peter Brown  
Vice-President

**APPENDIX A**  
**WAGE SCHEDULE EFFECTIVE JULY 1, 2012**  
**(2.50%)**

	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
FIREFIGHTER	\$59,038	\$61,589	\$64,300	\$67,116	\$71,843
INSPECTOR LIEUTENANT ASSISTANT MECHANIC	\$71,497	\$75,090	\$78,302	\$81,872	\$85,673
CAPTAIN DEPUTY FIRE MARSHAL MECHANIC	\$79,529	\$83,261	\$86,975	\$90,696	\$94,413
DEPUTY CHIEF FIRE MARSHAL	\$86,323	\$90,308	\$94,467	\$98,848	\$103,501
*DEPUTY CHIEF (Training)	\$94,956	\$99,338	\$103,915	\$108,733	\$113,852

\*Deputy Chief assigned to Training includes an additional ten percent (10%) of salary.

All new Firefighter Recruits appointed this contract year will receive seven (7%) percent lower than Step One until successfully completing their probationary period. They will then go to Step One of the range and proceed through the steps.

**WAGE SCHEDULE EFFECTIVE JULY 1, 2013**  
**(2.0%)**

	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
FIREFIGHTER	\$60,219	\$62,821	\$65,586	\$68,458	\$73,280
INSPECTOR LIEUTENANT ASSISTANT MECHANIC	\$72,927	\$76,592	\$79,868	\$83,509	\$87,386
CAPTAIN DEPUTY FIRE MARSHAL MECHANIC	\$81,120	\$84,926	\$88,715	\$92,510	\$96,301
DEPUTY CHIEF FIRE MARSHAL	\$88,049	\$92,114	\$96,356	\$100,825	\$105,571
*DEPUTY CHIEF (Training)	\$96,855	\$101,325	\$105,993	\$110,908	\$116,129

\*Deputy Chief assigned to Training includes an additional ten percent (10%) of salary.

All new Firefighter Recruits appointed this contract year will receive seven (7%) percent lower than Step One until successfully completing their probationary period. They will then go to Step One of the range and proceed through the steps.

**WAGE SCHEDULE EFFECTIVE JULY 1, 2014**  
**(2.0%)**

	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
FIREFIGHTER	\$61,423	\$64,077	\$66,898	\$69,827	\$74,746
INSPECTOR LIEUTENANT ASSISTANT MECHANIC	\$74,386	\$78,124	\$81,465	\$85,179	\$89,134
CAPTAIN DEPUTY FIRE MARSHAL MECHANIC	\$82,742	\$86,625	\$90,489	\$94,360	\$98,227
DEPUTY CHIEF FIRE MARSHAL	\$89,810	\$93,956	\$98,283	\$102,842	\$107,682
*DEPUTY CHIEF (Training)	\$98,792	\$103,352	\$108,113	\$113,126	\$118,452

\*Deputy Chief assigned to Training includes an additional ten percent (10%) of salary.

All new Firefighter Recruits appointed this contract year will receive seven (7%) percent lower than Step One until successfully completing their probationary period. They will then go to Step One of the range and proceed through the steps.

**WAGE SCHEDULE EFFECTIVE JULY 1, 2015**  
**(2.0%)**

	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
FIREFIGHTER	\$62,651	\$65,359	\$68,236	\$71,224	\$76,241
INSPECTOR LIEUTENANT ASSISTANT MECHANIC	\$75,874	\$79,686	\$83,094	\$86,883	\$90,917
CAPTAIN DEPUTY FIRE MARSHAL MECHANIC	\$84,397	\$88,358	\$92,299	\$96,247	\$100,192
DEPUTY CHIEF FIRE MARSHAL	\$91,606	\$95,835	\$100,249	\$104,899	\$109,836
*DEPUTY CHIEF (Training)	\$100,768	\$105,419	\$110,275	\$115,389	\$120,821

\*Deputy Chief assigned to Training includes an additional ten percent (10%) of salary.

All new Firefighter Recruits appointed this contract year will receive seven (7%) percent lower than Step One until successfully completing their probationary period. They will then go to Step One of the range and proceed through the steps.

## **APPENDIX B** **SUBSTANCE ABUSE TESTING**

In order to investigate and detect the use of illegal drugs and the abuse of otherwise legal drugs or alcohol by members of the Norwalk Fire Department, the following procedures will become effective upon the implementation of the 1991-1994 collective bargaining agreement.

### **SCREENING**

The administration of screening tests to detect the presence of drugs or alcohol in members of the Department will be performed in the following instances:

- 1) upon reasonable suspicion that a member is using or is under the influence of illegal drugs, is abusing legal drugs or alcohol, or is reporting for duty under the influence of drugs or alcohol;
- 2) commencing on or after the implementation of the 1991-1994 contract, on a random basis.

The Fire Chief shall be responsible for the random scheduling and administration of screening tests.

### **TESTING BASED UPON REASONABLE SUSPICION**

A member of the Department may be required to undergo testing based on "reasonable suspicion" when objective facts and observations are brought to the attention of a superior officer and, based upon the reliability and weight of such information, the superior officer can reasonably infer or suspect that the member is using illegal drugs, is abusing legal drugs or alcohol, or is reporting for duty under the influence of drugs or alcohol. Reasonable suspicion must be supported by specific articulable facts which may include, but are not limited to: reports and observations of the member's drug related activities, such as purchase, sale or possession of drugs, associations with known drug dealers or users, observations of the member at known drug or drug related locations; an otherwise unexplained change in the member's behavior or work performance; an observed impairment of the member's ability to perform his or her duties.

A superior officer shall report the basis for his/her reasonable suspicion to the Chief or his/her designee. The Chief shall decide whether to direct the member to testing. Prior to so deciding, the Chief or his/designee may meet with the member. If such a meeting is held, the member may request Union representation. However, the meeting shall not be delayed for the purpose of having a representative of the member's choice.

If the employee is ordered to submit to a drug and/or alcohol test, the employee shall be given a brief verbal statement of the basis for reasonable suspicion. A verbal directive to submit to a drug and/or alcohol test shall be confirmed in writing, but the testing shall not be delayed pending issuance of such written directive.

## RANDOM TESTING

Selection of members to be tested on a random basis shall be done by placing all eligible members' names in a container and choosing candidates for testing by random drawing. Not more than twenty-five (25) employees shall be selected in each random drawing. This procedure will be performed by the Chief or his/her designee and will be witnessed by the Union President or his/her designee. The random selection of a member will not result in that member's name being removed from any future selection process. Any member randomly selected will be ordered to report during the first available tour of duty. Those members selected for random drug testing will be notified approximately twenty-four (24) hours prior to the scheduled testing.

Members selected for testing must appear unless they are on previously approved or scheduled

- a) sick leave,
- b) regularly scheduled day off,
- c) military leave,
- d) annual vacation,
- e) funeral leave,
- f) compensatory time day.

A request for use of any leave or compensatory time off shall not be granted if the employee has, at the time of such request, already been directed to submit to random testing as provided above. A member who calls in sick after notification of the assigned test date will be required to report for the test unless a physician directs that he is unable to do so.

Members missing a scheduled test for any reason will be rescheduled for testing as soon as possible.

## REFUSAL TO SUBMIT

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

## TESTING PROCEDURES

1. The member shall provide a urine sample for purposes of testing for drugs or controlled substances other than alcohol. The employee shall provide a sufficient amount of the sample to allow for initial screening, a confirmatory test, and for later testing if requested by the employee.

If the employee is ordered to submit to testing for alcohol, the employee shall submit to a breathalyzer test to be administered by an agent designated by the Chief. If the breathalyzer tests positive for the presence of alcohol, the employee shall provide a blood sample for the confirmatory test.

2. Initial drug screening will be done by Enzyme Multiple Immunoassay Testing (EMIT). No sample will be further tested upon a negative screening for controlled substances, including marijuana. After the negative screening, the second sample will be destroyed.

3. Each member of the Department being tested on the basis of reasonable suspicion may consult with and be accompanied by a representative of the Union. The Union representative may confer with and advise the member before and after the testing process, but shall not participate in the process in any way, except as an observer. The testing process will not be delayed because the Union representative is unable to be present.

4. During the testing process, the member shall cooperate with requests for information concerning use of medications, and with other requirements of the testing process such as acknowledgment of giving of a urine or blood specimen.

5. The integrity of the testing process will be maintained with the utmost consideration for the privacy of the person being tested. Only one person, of the same sex as the person being tested, may be present during the collection of a urine specimen. If the necessary precautions to ensure legitimacy of the sample can be arranged without undue cost, an observer will not be required.

6. Prior to testing for drugs, two separate containers, supplied by the laboratory conducting the testing, shall be prepared for each member being tested. Each container shall have affixed a code number and the date of collection. The code numbers shall be recorded, together with the member's name and signature. Two (2) specimens will be taken at the time of collection and shall be sealed in the presence of the member being tested.

7. The officer or laboratory supervising the test shall ensure that the appropriate chain of custody is maintained in order to verify the identity of each sample being tested.

8. Each and every positive EMIT test will be confirmed using a Gas Chromatography - Mass Spectrometry test. Only if confirmed will a test result in a positive report.

9. Drug testing or blood alcohol testing will be performed by a laboratory licensed or certified by the Connecticut Department of Health Services.

10. Any member whose drug or alcohol test results in a positive report may, within ten (10) days of receiving notification of such result, request in writing to the Chief that the second sample be made available for retesting at a licensed or certified laboratory of the

member's choosing. The Department will deliver the sample to such laboratory to assure the chain of custody. This second testing shall be at the expense of the member.

### RESULTS OF DRUG SCREENING TESTS

Members of the Department will be notified of the results of all screening tests at the earliest appropriate time (to be determined by particular facts and circumstances). Those test results which do not indicate the presence of a drug or alcohol will be sealed and there will be no indication of testing in the member's personnel file.

### POSITIVE TEST RESULTS

Any test resulting in a positive report will be referred to the Chief for a complete investigation. Upon completion of such investigation, if it is found that a member has used any drug which has not been legally prescribed and/or dispensed, or has abused a legally prescribed drug or has reported for duty under the influence of drugs or alcohol, a report of such shall be prepared. Upon service, the member against whom such report has been made shall receive a copy of the laboratory test results, and will be immediately suspended from duty without pay, and shall be subject to disciplinary action which may include discharge, except as provided in the section below concerning rehabilitation.

### OPPORTUNITY FOR REHABILITATION

The opportunity for rehabilitation (rather than discipline) shall be granted once for any officer who is not involved in any drug/alcohol related criminal activity and either:

- a) voluntarily admits to alcohol or drug abuse prior to testing, or
- b) tests positive in random testing, for the first time.

Any member who voluntarily admits to the Chief his/her use of or dependence upon illegal drugs or alcohol shall be afforded the opportunity to participate in a mutually acceptable rehabilitation program. The first time a member tests positive for drugs or alcohol in the course of random testing, he/she shall have the same opportunity for rehabilitation as does a member who voluntarily seeks rehabilitation. The opportunity for rehabilitation will only be provided prior to any allegation of impropriety by the public or another member or prior to initiation of an investigation of the member's use or sale of a controlled substance by any competent state or federal authority.

The member shall use accumulated sick or vacation leave for the period of absence for the purpose of obtaining treatment. All treatment will be at the sole expense of the member, to the extent not covered by the member's health benefits plan.

As part of any rehabilitation program, the member may be required to undergo periodic screening for drugs or alcohol. If, after screening the member has tested positive, he will be immediately suspended and will be subject to discharge.

#### ADMINISTRATIVE PROVISIONS

1. Time spent by an employee undergoing tests as provided in section 2 and 3 herein shall be compensated pursuant to the terms of the collective bargaining agreement.

2. Any alteration, switching, substituting or tampering with a sample or test given under this Agreement by any employee shall be grounds for immediate suspension without pay and subsequent disciplinary action which may include dismissal from the Department.

3. Any violation of the confidentiality provisions of this Agreement, if committed by an employee of the City, shall be grounds for disciplinary action against the employee. The City will also take appropriate action against a person and/or organization not employed by the City for violation of the confidentiality requirements.

4. Notwithstanding anything to the contrary above, this Agreement shall not abrogate nor in any way interfere with the City's right to hire employees, promote employees, layoff employees, appoint and evaluate employees, to select probationary employees for permanent appointment or to act pursuant to law. Furthermore, this Agreement and procedure shall not in any way affect, interfere with or have any bearing on matters within the jurisdiction of the Fire Commission.

5. The City and the Union agree that the provisions of this Agreement and its application may be considered by the parties' representatives who may recommend, if appropriate, amendments to this Appendix.

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

7. Disputes concerning the interpretation or application of this Appendix shall not be subject to the contractual grievance procedure, except for disciplinary matters.

**APPENDIX C**  
**MEMORANDA OF UNDERSTANDING**

Re: Staffing Levels of the Fire Prevention Bureau

During contract negotiations between the City and the Union, the City recognizes and accepts that it is and has been an established past practice that the City employs four (4) Inspectors, one (1) Fire Marshal and one (1) Deputy Fire Marshal in its Fire Prevention Bureau. The City recognizes that this established past practice shall remain in effect and not be changed to a smaller number of personnel unless it is negotiated with the Union.

Re: Wellness Program

The City agrees to provide an Employee Wellness Program to all employees and their dependents, at no cost to the employee, which includes activities such as educational prevention and information programs on health related issues (e.g., the effects of drugs and alcohol, reducing injuries at work, nutrition, etc.), blood pressure and other health screenings, therapy groups on stress management and other problems, well child care which includes immunizations, preventative care and pre-natal care.

Re: Uniforms

This 2012-2016 Agreement provides for certain changes in the uniforms issued to newly hired and promoted employees. It is understood that employees hired or promoted prior to ratification of the Agreement have already received the items added in this Agreement and will not seek to have another issue of the same items.

Re: Master Firefighter Program

Prior to the commencement of negotiations for a successor to this 2012-2016 Agreement, and not later than July 1, 2015, a labor-management committee shall be convened by the Chief and the Union to discuss the potential components of a Master Firefighter program. The discussions of this committee shall not constitute a reopening of this 2012-2016 Agreement and shall not be “negotiations” for purposes of the Municipal Employee Relations Act.

Re: Civilianization of Mechanic and Assistant Mechanic Positions

In anticipation of the July 1, 2013 retirement of the current Assistant Mechanic, the Chief shall post the position. Thereafter:

- (1) If there is no qualified applicant from within the bargaining unit, or the applicant does not pass the examination for the position, the City shall convert the position to a civilian position and it shall no longer be represented by the Union or included in the Fire bargaining unit.
- (2) If a bargaining unit member is appointed as the Assistant Mechanic, the position shall remain in the bargaining unit until such time as the appointee leaves the position as a result of promotion or separation from service by retirement or otherwise, at which time it shall become a civilian position.

In anticipation of the retirement of the current Mechanic during the term of this 2012-2016 Agreement:

- (1) If the Assistant Mechanic position has become a civilian position at the time of the retirement of the current Mechanic, the City shall convert the position to a

civilian position and it shall no longer be represented by the Union or included in the Fire bargaining unit.

- (2) If a bargaining unit member is the Assistant Mechanic at the time of the retirement of the current Mechanic, and meets any other qualifications for the position of Mechanic, he shall be eligible to apply for the position of Mechanic. If the applicant is not qualified or does not pass the examination for the position, the City shall convert the position to a civilian position and it shall no longer be represented by the Union or included in the Fire bargaining unit.
- (3) If the Assistant Mechanic is promoted to the position of Mechanic, the position shall remain in the bargaining unit until such time as the appointee leaves the position as a result of promotion or separation from service by retirement or otherwise, at which time it shall become a civilian position.

Re: Deferred Retirement Option Program (DROP)

During the negotiations for this 2012-2016 Agreement, the City and the Union negotiated a new pension plan for employees hired on or after July 1, 2012, referenced in this Agreement as the Post 2012 Fire Pension Plan. The Post 2012 Fire Pension Plan does not include a DROP. It is understood that this does not constitute a waiver of the Union's right to propose a DROP in future negotiations for the Post 2012 Fire Pension Plan.

**APPENDIX D**

**MEDICAL PLAN SUMMARY - OAP-POS PLAN**

**Effective July 1, 2013**

**Note: Additional change effective July 1, 2014 from \$20 to \$25 co-payments per Article 29**

*Open Access POS*

<i>Benefits</i>	<i>In-Network</i>	<i>Out-of-Network</i>
<b>Annual Deductible</b>		
Individual	None	\$200
Family	None	\$400
<b>Annual Out-of-Pocket Maximum<sup>1</sup></b>		
Individual	None	\$1,200 including deductible
Family	None	\$2,400 including deductible
<b>Pre-Existing Condition Limitation<sup>2</sup></b>	No (initial group)	No (initial group)
<b>Lifetime Maximum</b>	Unlimited	Unlimited

*Your Plan Pays*

<b>Office Visit</b>		
Illness \ Injury	100% after \$20 office visit copay	80% *
Allergy Treatment	100% after \$20 copay	80% *
<b>Preventive Care</b>		
Routine Preventive Care for Children (including immunizations)	100%, birth thru age 2 after \$20 copay	80% *
Routine Preventive Care	100% after \$20 copay	80% *
Well Woman Care (including Pap Test)	100% after \$20 copay	80% *
<b>Independent X-Ray and Lab</b>	100% after \$20 copay	80% *
<b>Prescription Drugs</b>	<b>Participating Pharmacy</b>	<b>Non Participating</b>
Retail Generic	100% after \$10 per 30 day supply	80%
Retail Brand	100% after \$30 per 30 day supply	80%
Retail Non-formulary	100% after \$45 per 30 day supply	Not covered
Mail Order	Twice copay for 90 day supply	Not covered
<b>Emergency</b>		
Doctor's Office	100% after \$20 office visit copay	80% *
Emergency Room	\$100 per visit	<i>Care will be covered at in-network benefit level if it meets CIGNA Healthcare's definition of emergency.</i>
Urgent Care Facility	\$25 per visit	
Ambulance	100%	
<b>Maternity</b>		
Initial Visit to Confirm Pregnancy	100% after \$20 office visit copay	80% *
Delivery \ Prenatal \ Postnatal Visits	100% after \$20 office visit copay*	80% *
Hospital	100% after \$100 per admission	80% *
Birthing Centers	100% after \$100 per admission	80% *
<b>Hospital Inpatient<sup>3</sup></b>	100% after \$100 per admission	80% *
Doctor Visits	100%	80% *
Outpatient Preadmission Testing	100% after \$20 office visit copay	80% *
<b>Outpatient Surgical Facility</b>	100%	80% *
<b>Surgery</b>		
Surgeon's Fees	100%	80% *
Second Opinion Consultation	100% after \$20 office visit copay	80% *
Non-Surgical TMJ	100% after \$20 office visit copay	80% *

Open Access POS

<b>Benefits</b>	<b>In-Network</b>	<b>Out-of-Network</b>
<b>Infertility Services<sup>4</sup></b> Office Visit (includes tests & counseling) (\$10,000 Combined Physician and Facility Lifetime Maximum for In-vitro Fertilization, Artificial Insemination, GIFT, ZIFT, etc.) Surgery	100% after \$20 copay	80% *
Inpatient Facility Services	\$100 per admission, then 100% of charges	80% *
Outpatient Surgical Facility		80% *
Physician Services	100%	80% *
<b>Family Planning</b>	100%	
Office Visit (Includes tests & counseling)		80% *
<b>Vasectomy/Tubal Ligation</b>	100% after \$20 copay	
Performed in Physician Office		80% *
Performed in Outpatient Facility	100% after \$20 copay	80% *
<b>Vasectomy/Tubal Ligation Reversal<sup>5</sup></b> (\$15,000 Combined Physician and Facility Lifetime Maximum)	100%	
Inpatient Facility	\$100 per admission, then 100%	80% *
Outpatient Facility	100%	80% *
Physician's Services	100% after \$20 copay	80% *
<b>Outpatient Rehabilitation<sup>6</sup></b> Includes Physical, Speech, Occupational and Chiropractic Therapy <sup>6</sup>	\$20 per visit 45 days max./calendar year** 45 days max./calendar year**	80% * 45 days max./calendar year** 45 days max./calendar year**
<b>Special Services</b> Skilled Nursing Facility	100% 60 days max./calendar year**	80% * 60 days max./calendar year**
Home Health Care	100%	80% *
Hospice - Inpatient	100%	100%
Hospice - Outpatient	100%	100%
<b>Durable Medical Equipment<sup>7</sup></b> *\$10,000 Calendar Year Maximum	100%	80% *
<b>External Prosthetic Appliances</b> *\$10,000 Calendar Year Maximum	100%	80% *
<b>Mental Health, Alcohol and Drug Abuse Rehabilitation</b>		
Inpatient	\$100 per admission, then 100% of charges	80% *
Outpatient	\$20 per visit	80% *
<b>Group Therapy</b>	\$20 per visit	80% *
<b>Vision Care<sup>8</sup></b>	Vision Rider Eye Exam Copay: \$20 Eye Exam Frequency: 12 months Hardware Frequency: 12 months Single Vision Allowance: \$20 Bifocal Allowance: \$30 Trifocal Allowance: \$40 Contacts: \$75 Frames: \$30	Not Covered.

- **\*Subject to Deductible (Refer to the next page for Service Specific Notes and Exclusions )**
- **\*\*All plan deductibles, plan out-of-pocket maximums, and service specific maximums (dollar and occurrence) cross-accumulate between in-network and out-of-network unless otherwise noted.**

### *Service Specific Notes:*

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

Refer to numbered notations in Benefit Summary for cross-reference to the following notes.

1. Once the out-of-pocket maximum is reached the plan pays 100% of eligible charges for the remainder of the plan year, except for mental health and substance abuse treatment which will continue to be paid at the specified levels.
2. Coverage for the pre-existing condition is excluded until one year of being continuously insured, unless the patient is treatment free for a 90 day period. Pre-existing condition applies to any condition treated (including prescriptions) within 90 days prior to effective date.
3. All inpatient hospital admissions require Pre-Admission Certification and Continued Stay Review. If your admission/stay is not authorized there may be a reduction or denial of coverage.
4. Infertility benefits are limited to services for testing, diagnosis, and corrective procedures. Charges for, or in connection with in-vitro fertilization, artificial insemination, or any other similar procedure are covered.
5. Charges for Vasectomy/Tubal Ligation reversal are covered.
6. Speech therapy which is not restorative in nature will not be covered.
7. Hearing aids are limited to children 12 years of age or younger; \$1,000 limit within a 24 month period.
8. Vision Care is included in the plan.

### *Case Management*

Case Management is a service provided through a Review Organization, which assists individuals with treatment needs that extend beyond the acute care setting. The goal of Case Management is to ensure that patients receive appropriate care in the most effective setting possible whether at home, as an outpatient, or an inpatient in a Hospital or specialized facility. Should the need for Case Management arise, a Case Management professional will work closely with the patient, his or her family and the attending Physician to determine appropriate treatment options which will best meet the patient's needs and keep costs manageable. The Case Manager will help coordinate the treatment program and arrange for necessary resources. Case Managers are also available to answer questions and provide ongoing support for the family in times of medical crisis.

Case Managers are Registered Nurses (RNs) and other credentialed health care professionals, each trained in a clinical specialty area such as trauma, high risk pregnancy and neonates, oncology, mental health, rehabilitation or general medicine and surgery. A Case Manager trained in the appropriate clinical specialty area will be assigned to you or your Dependent. In addition, Case Managers are supported by a panel of Physician advisors who offer guidance on up-to-date treatment programs and medical technology. While the Case Manager recommends alternate treatment programs and helps coordinate needed resources, the patient's attending Physician remains responsible for the actual medical care.

1. You, your dependent or an attending Physician can request Case Management services by calling the **toll-free number** shown on your ID card during normal business hours, Monday through Friday. In addition, your employer, a claim office or a utilization review program (see the PAC/CSR section of your certificate) may refer an individual for Case Management.
2. The Review Organization assesses each case to determine whether Case Management is appropriate.
3. You or your Dependent is contacted by an assigned Case Manager who explains in detail how the program works. Participation in the program is voluntary - no penalty or benefit reduction is imposed if you do not wish to participate in Case Management.
4. Following an initial assessment, the Case Manager works with you, your family and Physician to determine the needs of the patient and to identify what alternate treatment programs are available (for example, in-home medical care in lieu of an extended Hospital convalescence). You are not penalized if the alternate treatment program is not followed.
5. The Case Manager arranges for alternate treatment services and supplies, as needed (for example, nursing services or a Hospital bed and other Durable Medical Equipment for the home).

6. The Case Manager also acts as a liaison between the insurer, the patient, his or her family and Physician as needed (for example, by helping you to understand a complex medical diagnosis or treatment plan).
7. Once the alternate treatment program is in place, the Case Manager continues to manage the case to ensure the treatment program remains appropriate to the patient's needs.

While participation in Case Management is strictly voluntary, Case Management professionals can offer quality, cost-effective treatment alternatives, as well as provide assistance in obtaining needed medical resources and ongoing family support in a time of need.

***Exclusions (by way of example but not limited to):***

- Services not medically necessary, except specifically outlined preventive care.
- Charges which the person is not legally required to pay.
- Charges made by a hospital owned or operated by the U.S. government if the charges are directly related to a sickness or injury connected to military service.
- Custodial services not intended primarily to treat a specific injury or sickness, or any education or training.
- Experimental or investigational procedures and treatments.
- Cosmetic Surgery.
- Reports, evaluations, examinations or hospitalizations not required for health reasons such as employment or insurance examinations.
- Routine hearing exams or hearing aids.
- Routine eye exams and eyeglasses or lenses with the exception of the first pair of lenses or glasses following cataract surgery, unless vision care is specifically included in the plan(s).
- Treatment of teeth/periodontium under the medical plan except for emergency dental work to stabilize teeth due to injury to sound natural teeth.
- Transsexual surgery and related services.
- Therapy to improve general physical condition.
- Personal or comfort items such as personal care kits, television, and telephone rental in hospitals.
- Surgical treatment for correction of refractive errors, including radial keratotomy.
- Routine foot care.
- Amniocentesis, ultrasound, or any other procedures requested solely for sex determination of a fetus, unless medically necessary to determine the existence of a sex-linked genetic disorder.
- Any injury resulting from, or in the course of, any employment for wage or profit.
- Any sickness covered under any workers' compensation or similar law.
- Over the counter disposable or consumable supplies, including orthotic devices.
- Charges in excess of the Reasonable and Customary allowance.

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## MEDICAL PLAN SUMMARY - HDHP-HSA PLAN

**Effective January 1, 2014**

	<b>HDHP Plan</b>	<b>HDHP Plan</b>
<b>Eligibility</b>	<b>In Network</b>	<b>Out of Network</b>
All employees except those excluded by federal law	Eligible employee, spouse and dependents to age 26	Eligible employee, spouse and dependents to age 26

	<b>HDHP Plan</b>	<b>HDHP Plan</b>
<b>General Provisions</b>	<b>In Network Member Pays</b>	<b>Out of Network Member Pays</b>
Co-payments	Not applicable	Not applicable
Deductible The amount the member pays for any services counts towards both in-network and out of network deductibles. (Cross accumulation).	\$2,000 per individual per plan year \$4,000 per family per plan year (Combined in network and out of network)	\$2,000 per individual per plan year \$4,000 per family per plan year (Combined in network and out of network)
Coinsurance	0% after deductible (Plan pays 100% after deductible)	20% after deductible (80% by Plan and 20% by member)
Maximum out-of-pocket The amount the member pays for any services counts towards both in-network and out of network deductibles. (Cross accumulation).	\$2,000 for individual per plan year \$4,000 for family per plan year	\$4,000 for individual per plan year \$8,000 for family per plan year
Payment Basis	Negotiated fees; no balance billing	300% of MRC
Plan Year	January 1 - December 31	January 1 - December 31

<b>Inpatient Hospital Services</b> Semi private room (medically necessary private room), physicians and surgeons charges, maternity charges for mother and child, diagnostic and laboratory fees, physical therapy, occupational therapy, drugs, operating room fees, dialysis, etc.	0% after deductible (Plan pays 100% after deductible)	20% (Plan pays 80% of MRC after deductible)
<b>Outpatient Hospital Services</b> Operating and recovery room, surgeons fees, lab and x-ray, Dialysis, radiation and chemotherapy, etc.	0% after deductible (Plan pays 100% after deductible)	20% (Plan pays 80% of MRC after deductible)
<b>Inpatient Mental Health Services</b>	0% after deductible (Plan pays 100% after deductible)	20% (Plan pays 80% of MRC after deductible)
<b>Inpatient Substance Abuse Services</b>	0% after deductible (Plan pays 100% after deductible)	20% (Plan pays 80% of MRC after deductible)
<b>Outpatient Mental Health and Substance Abuse</b>	0% after deductible (Plan pays 100% after deductible)	20% (Plan pays 80% of MRC after deductible)
<b>Physician services</b>		
<b>Medical Care</b> (Clinical indications of illness)	0% after deductible (Plan pays 100% after deductible)	20% (Plan pays 80% of MRC after deductible)
<b>Allergy Care</b>		
<b>Office visits Testing</b>	0% after deductible (Plan pays 100% after deductible)	20% (Plan pays 80% of MRC after deductible)
<b>Injections</b>	0% after deductible (Plan pays 100% after deductible)	20% (Plan pays 80% of MRC after deductible)
<b>Well Child Care</b> (No clinical indications or history)	0% (Plan pays 100%; deductible waived)	20% (Plan pays 80% of MRC after deductible)
<b>Adult Physical Examinations</b> (No clinical indications or history) (Includes hearing screening)	0% (Plan pays 100%; deductible waived)	20% (Plan pays 80% of MRC after deductible)
<b>Routine Mammography</b> (No clinical indication or history)	0% (Plan pays 100%; deductible waived)	20% (Plan pays 80% of MRC after deductible)
<b>Vision Screening</b>	0% (Plan Pays 100%, deductible waived).	20% (Plan pays 80% of MRC after deductible)

<b>Routine Gynecological</b> (No clinical indication or history)	0% (Plan pays 100%; deductible waived)	20% (Plan pays 80% of MRC after deductible)
<b>Maternity Care</b> (Prenatal and postnatal)	0% after deductible (Plan pays 100% after deductible)	20% (Plan pays 80% of MRC after deductible)
<b>Emergency Care</b>		
<b>Emergency Room Visits</b>	0% after deductible (Plan pays 100% after deductible)	0% after deductible (Plan pays 100% after deductible)
<b>Urgent Care</b>	0% after deductible (Plan pays 100% after deductible for medically necessary care)	0% after deductible (Plan pays 100% after deductible for medically necessary care)
<b>Walk-in Care</b> (Walk in center or physician's office)	0% after deductible (Plan pays 100% after deductible)	20% (Plan pays 80% of MRC after deductible)
<b>Ambulance</b>	0% after deductible (Plan pays 100% after deductible)	0% after deductible (Plan pays 100% after deductible)
<b>Outpatient Therapy Coverage</b>		
<b>Speech Therapy</b> <b>Occupational Therapy</b> <b>Physical Therapy</b> (45 days combined maximum per year)	0% after deductible (Plan pays 100% after deductible)	20% (Plan pays 80% of MRC after deductible)
<b>Chiropractic Services</b> (45 days combined maximum per year)	0% after deductible (Plan pays 100% after deductible)	20% (Plan pays 80% of MRC after deductible)
<b>Labs and X-Rays</b>	0% after deductible (Plan pays 100% after deductible)	20% (Plan pays 80% of MRC after deductible)
<b>High Cost Diagnostic Testing (MRI, CAT, PET, CT)</b>	0% after deductible (Plan pays 100% after deductible)	20% (Plan pays 80% of MRC after deductible)
<b>Home Health Care</b> <b>Maximum 16 hours per days</b>	0% after deductible (Plan pays 100% after deductible) Maximum of 200 days per plan year combined in-network and out-of-network	20% (Plan pays 80% of MRC after deductible) Maximum of 200 days per plan year combined in-network and out-of-network
<b>Hospice Care</b>	0% after deductible (Plan pays 100% after deductible)	20% (Plan pays 80% of MRC after deductible)
<b>Skilled Nursing Facility, Rehabilitation Hospital, Sub-Acute Facilities</b>  <b>60 days combine maximum per year</b>	0% after deductible (Plan pays 100% after deductible)	20% (Plan pays 80% of MRC after deductible)

<b>Durable Medical Equipment and Prosthesis</b>	0% after deductible (Plan pays 100% after deductible)	20% (Plan pays 80% of MRC after deductible)
<b>Vision Rider</b>	Standard allowance of \$20 for single vision lenses \$30 Bifocal \$40 Trifocal \$75 Lenticular Per Pair One pair every twelve months Frames \$30 per Pair, One pair every twelve months	In network only
<b>Prescription Drug Benefits administered by Medco/ESI</b>	0% after deductible (Plan pays 100% after deductible)	20% (Plan pays 80% of MRC after deductible)

**APPENDIX E**  
**CIGNA PPO DENTAL PLAN – SUMMARY OF BENEFITS**

<i>Benefits</i>	<i>In-Network</i>		<i>Out-of-Network</i>	
<b>Calendar Year Maximum</b> (Class I, II and III expenses)	\$1,500		\$1,500	
<b>Annual Deductible</b> Individual Family	\$50 per person \$150 per family		\$50 per person \$150 per family	
<b>Reimbursement Levels</b>	Based on Reduced Contracted Fees		Based on Customary Allowances	
	<i>Plan Pays</i>	<i>You Pay</i>	<i>Plan Pays</i>	<i>You Pay</i>
<b>Class I - Preventive &amp; Diagnostic Care</b>  Oral Exams (Two per year) Routine Cleanings (Two per year) Full Mouth X-rays (One complete set every three years) Bitewing X-rays (Two per year) Panoramic X-ray (One every three years) Fluoride Application (One per year for persons under 19) Sealants (Limited to posterior tooth for a person less than 14/One treatment per tooth every three years) Space Maintainers (Limited to non-orthodontic treatment) Emergency Care to Relieve Pain Histopathologic Exams	100%	No Charge	100%	No Charge
<b>Class II - Basic Restorative Care</b>  Fillings Root Canal Therapy Osseous Surgery Periodontal Scaling and Root Planning Denture Adjustments and Repairs Simple Extractions Oral Surgery Anesthetics	80%*	20%*	80%*	20%*
<b>Class III – Major Restorative Care</b>  Crowns Dentures Bridges Repairs to Crowns and Inlays Surgical Extractions of Impacted Teeth	50%*	50%*	50%*	50%*
<b>Class IV – Orthodontia</b>	50%*	50%*	50%*	50%*
Lifetime Maximum	\$2,000		\$2,000	

Pretreatment review is suggested when dental work in excess of \$200 is proposed.

All plan deductibles and maximums (dollar and occurrence) cross-accumulate between In-Network and Out-of-Network unless otherwise noted.

*\* Subject to annual deductible*

### ***CIGNA Dental PPO Exclusions and Limitations***

#### ***Exclusions***

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

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

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

#### ***General Limitations***

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

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

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

## **APPENDIX F** **CERTIFICATION PROGRAMS**

This Appendix identifies the certifications that qualify an employee for advancement to Step 5 of the wage scale for each officer rank, without having progressed through all of the steps of the wage scale.

### **Lieutenant**

Any Firefighter who is State of Connecticut certified as both Fire Instructor 1 (FI#1) and Fire Officer 1 (FO#1) at the time of promotion to the rank of Lieutenant shall begin at Step 5 of the wage scale.

Any Lieutenant who attains both FI#1 and FO#1 prior to reaching Step 5 of the wage scale shall be advanced to Step 5 effective at the start of the pay period following receipt by the Chief of the signed certifications from the State of Connecticut.

### **Captain**

Any Lieutenant who is State of Connecticut certified as both Fire Instructor 2 (FI#2) and Fire Officer 2 (FO#2) at the time of promotion to the rank of Captain shall begin at Step 5 of the wage scale.

Any Captain who attains both FI#2 and FO#2 prior to reaching Step 5 of the wage scale shall be advanced to Step 5 effective at the start of the pay period following receipt by the Chief of the signed certifications from the State of Connecticut.

### **Deputy Chief**

Any Captain who is State of Connecticut certified as Fire Officer 3 (FO#3) and Health and Safety Officer (H&SO) and Incident Safety Officer at the time of promotion to the rank of Deputy Chief shall begin at Step 5 of the wage scale.

Any Deputy Chief who attains Fire Officer 3 (FO#3) and H&SO and Incident Safety Officer prior to reaching Step 5 of the wage scale shall be advanced to Step 5 effective at the start of the pay period following receipt by the Chief of the signed certifications from the State of Connecticut.

### **Inspector**

Any Firefighter who is State of Connecticut certified as Fire Inspector and Public Safety Educator at the time of promotion to the rank of Inspector shall begin at Step 5 of the wage scale.

Any Inspector who attains certification as Fire Inspector and Public Safety Educator prior to reaching Step 5 of the wage scale shall be advanced to Step 5 effective at the start of the pay period following receipt by the Chief of the signed certification from the State of Connecticut.

#### Deputy Fire Marshal

Any Deputy Fire Marshal who has completed the Public Fire Safety Education course at the State of Connecticut Fire Academy and attained certification as Public Educator and who has successfully completed the National Fire Academy course on Fire and Life Safety Plans Review prior to reaching Step 5 of the wage scale shall be advanced to Step 5 effective at the start of the pay period following receipt by the Chief of the signed certification from the State of Connecticut.

#### Fire Marshal

Any Fire Marshal who has completed the above requirements for advancement to Step 5 as a Fire Marshal and who also completes the National Fire Academy course on Cultural Competence in Risk Reduction prior to reaching Step 5 of the wage scale shall be advanced to Step 5 effective at the start of the pay period following receipt by the Chief of documentation of completion of these requirements.