

FIREFIGHTERS

COLLECTIVE BARGAINING AGREEMENT BY AND BETWEEN

THE TOWN OF FAIRFIELD AND LOCAL 1426

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

JULY 1, 2021 - JUNE 30, 2025

**Final Agreement Incorporating Decision in
Case No. 2022-MBA-23**

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The following Contract, effective as of the first day of July, 2021, by and between respectively the Town of Fairfield, herein referred to as the Town, and Local 1426, International Association of Fire Fighters, herein referred to as the Union, is designed to maintain and promote a harmonious relationship between the Town of Fairfield and those of its employees who are within the provisions of this Contract, in order that a more efficient and progressive public service may be rendered.

ARTICLE I – RECOGNITION

The Town hereby recognizes the Union as the exclusive collective bargaining agent for the bargaining unit, consisting of all uniformed and investigatory employees, Fire Master Mechanic and Fire Mechanic within the Fairfield Fire Department, except that of Chief and Deputy Chief of said Department, on all matters of wages, hours and conditions of employment.

ARTICLE II – PAYROLL DEDUCTIONS OF UNION DUES AND ASSESSMENTS

The Town shall deduct monthly from the earned wages of Union members, and shall remit to the Union monthly, Union dues and/or assessments in the amount determined by the Union, provided no such deductions shall be made from an employee's wages except when authorized by them on an appropriate form, a copy of which must be submitted to the Town, and further provided that no more than one such assessment shall be deducted in one fiscal year.

Any employee may revoke their authorization for dues deductions by rendering a written request to the Union. The Union shall hold the Town harmless from all claims, expenses and attorneys' fees as a result of complying with this Article.

ARTICLE III – EMPLOYEES TO RECEIVE COPIES OF THE CONTRACT

The Town shall make available electronically for download by each present employee, within thirty (30) days of the date on which the Contract is approved by the Representative Town Meeting, and each new employee when they are hired, a copy of the Contract.

ARTICLE IV – BULLETIN BOARDS & USE OF FIRE HOUSES FOR UNION MEETINGS

One bulletin board in each fire house, designated by the Chief, shall be reserved for the reasonable use by the Union to post notices concerning Union business and activities. All such notices shall be submitted to the Chief prior to posting so that he may determine that the content of such notices are not in conflict with the law or the Town's policy. Whenever the Union shall give the Chief reasonable notice, he shall make one of the fire houses available to the Union for the purpose of conducting a Union meeting.

ARTICLE V – POLITICAL ACTIVITY

No employee may (1) use their official authority or influence for the purpose of interfering with or affecting the result of an election or a nomination for office; (2) directly or indirectly coerce, command or advise a state or local officer or employee to pay, lend or contribute anything of value to a party, committee, organization, agency or person for political purposes.

A person employed in said classified service retains the right to vote as they choose and to express their opinions on political subjects and candidates and shall be free to participate actively in political management and campaigns. Such activity may include, but not be limited to, membership or holding of office in a political party, organization or club, campaigning for a candidate in a partisan election by making speeches, writing on behalf of a candidate and making contributions of time and money to political parties, committees or other agencies engaged in political action, except that no classified employee shall engage in such activity while on duty or in any period of time during which said employee is expected to perform services for which they receive compensation from the municipality, and no such employee shall utilize municipal funds or facilities to secure support for or oppose any candidate, party or issue in a partisan election. Such employees shall have all of the rights and benefits under the State of Connecticut General Statute 7-421 as it pertains to an employee seeking elective office.

ARTICLE VI – GRIEVANCE PROCEDURE AND DISCIPLINARY ACTION

Section 1

Any employee or group of employees who feel aggrieved concerning their wages, hours or conditions of employment, which wages, hours and conditions of employment are controlled by this contract or by any rule or regulation which is not in conflict with this contract, including any such claim of unjust discrimination, may seek adjustment as follows:

STEP ONE - Within seven (7) days of the occurrence of the alleged grievance, the Union shall submit such grievance in writing to the Chief of the Department with the remedy which the Union desires and copies to the Assistant Chief involved and a copy to the Human Resources Director. Within seven (7) days (excluding Saturday and Sunday) after the Chief receives the grievance, they or their designee shall arrange to and shall meet with the representatives of the Union for the purpose of adjusting or resolving such grievance. The Chief or their designee shall render a decision in writing concerning such grievance within fourteen (14) days of said meeting. If such grievance is not resolved to the satisfaction of the Union, the Union may within five (5) days (excluding Saturday and Sunday) of such decision initiate Step Two of this procedure.

STEP TWO – Further review of such grievance may be made by presenting, in writing such grievance to the Human Resource Director, which shall include the remedy the Union desires. Within thirty (30) days after the Human Resource Director or their designee receives such grievance, they shall arrange to and shall meet with the representatives of the Union for the purpose of adjusting or resolving such grievance. The Human Resource Director or their designee shall render a decision in writing concerning such grievance within fourteen (14) days of such meeting. If such grievance is not resolved to the satisfaction of the Union, the Union may within ten (10) days of such decision initiate Step Three of this procedure.

STEP THREE - Step Three of this procedure shall be initiated by the Union by submitting the dispute to arbitration by the Connecticut State Board of Mediation and Arbitration, with a copy of such request sent to the Town. Said Board shall hear and act on such dispute in accordance with its rules and render a decision which shall be final and binding on all parties.

Section 2

No permanent employee may be disciplined except for just cause. If such employee is so disciplined and the Union believes that such action was taken without just cause, the Union within three (3) days

(excluding Saturday and Sunday) of the date on which such employee is so notified of such disciplinary action, may submit the grievance through the grievance procedure set forth in Section 1 of this Article, provided however, that the Union may initiate such grievance at Step Two of said grievance procedure. In the event a grievance concerning a disciplinary action is submitted to Arbitration, the Board of Mediation and Arbitration shall have the power to uphold the disciplinary action or to rescind or modify such action, and such power shall include but not be limited to the right to reinstate a suspended or discharged employee with full back pay.

Section 3

Failure to process a grievance within the time limits established in Section 1 and 2 of this Article presumes that it has been satisfactorily resolved to the last step that it has been properly processed. Failure on the part of the Town's representative to answer a grievance in said time limits presumes that the claim made in the grievance is sustained and that the satisfaction requested in the grievance will be provided. The above set forth time limits may be extended by mutual agreement of the parties involved.

Section 4

Nothing contained herein shall prevent any employee from presenting their own grievance and representing themselves in step 1 or step 2 of this grievance procedure.

Section 5

Either party may request the services of a Mediator from the State of Connecticut while awaiting the services of the Board of Arbitration in any grievance.

ARTICLE VII – UNION BUSINESS LEAVE

Section 1

Three (3) members of the Union Negotiating Committee shall be granted leave from duty with full pay for all meetings between the Town and the Union concerning negotiating the terms of a Contract, when such meetings take place at a time such members are scheduled to be on duty. When such leave is granted, if any member's absence brings their working shift below minimum manpower strength as provided for in Article X, the working shift shall be brought up to minimum manpower strength by working another employee overtime in accordance with Article XXVII.

Section 2

The Town shall grant leave from duty with full pay for two (2) members of the Union Grievance Committee in Step One of the Grievance procedure as set forth in Article VI and the Town shall grant leave from duty with full pay for three (3) members of the Union Grievance Committee for each succeeding step of said grievance procedure. Such leave shall be granted whenever meetings between the Town and the Union as set forth in the grievance procedure, take place at a time during which such employees are scheduled to be on duty. When such leave is granted, if any member's absence brings their working shift below minimum manpower strength as provided for in Article X, the working shift shall be brought up to minimum manpower strength by working another employee overtime in accordance with Article XXVII.

Section 3

The Town shall grant leave from duty with full pay for the Union representative of the Pension Board when a meeting of the Board is called at a time when they are scheduled to work. When such leave is

granted, if any member's absence brings their working shift below minimum manpower strength as provided for in Article X, the working shift shall be brought up to minimum manpower strength by working another employee overtime in accordance with Article XXVII.

Section 4

The Union shall be allotted twenty (20) working shifts with pay every two (2) years commencing with July 1, 2000, for seminars, conventions and other Union business meetings.

ARTICLE VIII – PROBATIONARY EMPLOYEES

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 one year. For the position of probationary firefighter, the period of one year shall commence upon the completion of training of the Recruit Firefighter at the Fire Academy with Pro-Board Certification. During the probationary period of any employee, the Board of Fire Commissioners may terminate the employment of a probationary firefighter or reduce a probationary fire officer to their prior classification if, during this period of observation and consideration of their performance they deem them unfit to such appointment. Nothing contained herein shall be used to deny any employee any rights or any benefits to which they may be entitled to under the Pension provisions of the Town Charter or any provisions of this Contract covering the employees of the Fire Department except that the provisions of the grievance procedure shall not be applicable to a newly hired employee in the event of termination.

Section 2

The probationary period for new employee may be extended for a period of ninety (90) days for the purpose of completing Emergency Medical Training (EMT) Certification.

Section 3

The following benefits shall be prorated for any employee who has worked less than one fiscal year:

- a. Clothing allowance (only for an employee hired after January 1st, one-twelfth (1/12) for each month of employment.)
- b. Holiday Pay (shall be paid for those holidays which occur only while employed).
- c. Night Shift Differential (one twelfth (1/12) for each month of employment).

Section 4

The probation period for the Fire Master Mechanic and the Fire Mechanic shall be six (6) months from their date of employment.

ARTICLE IX – SENIORITY

Section 1

Seniority shall be by classification and shall consist of the length of accumulated service for each employee in their respective classification. For the purposes of this Article, classification shall mean and include the following:

Firefighter
Fire Lieutenant
Assistant Chief
Fire Master Mechanic
Fire Mechanic

Section 2

An employee's length of service shall not be reduced by time lost due to sick leave, injury leave or any authorized leave of absence or a temporary appointment to a higher classification. Should any employee resign, voluntarily quit or be discharged, and they are reemployed, their service prior to such resignation, quitting or discharge shall not be considered in computing their seniority.

Section 3

When two (2) or more employees have the same date of appointment or promotion, the employee who placed higher on the eligibility list from which such appointment was made, shall have a higher rating.

Section 4

Seniority shall be given consideration by adding to the final grade of each candidate who received a passing grade, one-half (1/2) point for each year of service which such candidate has with the Department on the date of such promotional examination, up to a maximum of ten (10) points. For the promotional examination for Assistant Chief, seniority shall be given consideration by adding the final grade of each candidate who received a passing grade, one-half point for each year of service which such candidate has in grade, as a Lieutenant, on the closing date of application for such promotional examination, up to a maximum of ten (10) points.

ARTICLE X – MINIMUM MANPOWER

Section 1(Arbitration Issue 2)

Effective September 1, 2010, no less than seventeen (17) firefighters, and no less than six (6) officers shall be assigned to be on duty at all times.

Effective July 1, 2024, the Town will increase staffing by one (1) firefighter on each shift at Station 5, which will result in a staffing level of no less than eighteen (18) firefighters, and no less than six (6) officers assigned to be on duty at all times.

In the event that the Town builds an additional station in the future, the Town reserves the right to reallocate the additional staffing at Station 5 to the additional station.

Section 2

In the event that the manpower shall for any reason fall below the minimum requirements provided for in Section 1 of this Article, such shortage shall be filled by working a Department member overtime as set forth in Article XXVII.

Section 3

The Town and the Union may continue to negotiate concerning the increase in the minimum manpower provision as set forth in this contract.

Section 4

It is the intent of the Town to never have any less than two (2) employees responding to an emergency on any vehicle.

Section 5

For the purposes of this Article, "assigned to be on duty" shall mean those employees and positions that are listed on the normal daily duty roster.

Section 6

If any employee fails to report for work under the provisions of the mandatory overtime procedure, the Town shall be exempt from having to maintain the manpower for that position on that shift.

ARTICLE XI – HOLIDAYS

Section 1

Each Firefighter, Lieutenant and Assistant Chief shall receive holiday pay or compensatory time off for each of the holidays listed and/or provided for in Section 2 of this Article, except that they shall not receive holiday(s) pay or compensatory time off for any holiday(s) which occur after they have been on sick leave for more than thirty (30) consecutive days but before they report on duty from sick leave or while they are on military leave of more than three (3) consecutive weeks duration. Each day of holiday pay or compensatory day off for each Firefighter, Lieutenant and Assistant Chief shall be in addition to their regular pay and their regular time off, and such pay shall be computed by multiplying their regular hourly rate by twelve (12) hours.

Section 2

The following holidays are regularly listed holidays for which holiday pay shall be received:

- | | |
|-----------------------|------------------|
| New Year's Day | Fourth of July |
| Lincoln's Birthday | Labor Day |
| Washington's Birthday | Columbus Day |
| Good Friday | Veteran's Day |
| Easter | Thanksgiving Day |
| Memorial Day | Christmas Day |

Section 3

Holiday pay for all of the above holidays as set forth in Section 2 of this Article shall be paid by separate check on the first pay period of June in each fiscal year. Compensatory shifts off may be taken throughout the fiscal year, however, each Firefighter, Lieutenant and Assistant Chief shall notify the Chief no later than May 1st, of each fiscal year as to the number of compensatory shifts off they have taken or will take for the fiscal year and the amount of holiday pay due them. During the months of July and August, said compensatory shifts off shall be taken only after all vacation leave has been expended. Any compensatory shifts off after May 1st are scheduled at the Firefighter's, Lieutenant's or Assistant Chief's own risk. Compensatory shifts off shall not be carried to the next fiscal year.

Section 4

For the Fire Master Mechanic and the Fire Mechanic, when a holiday falls on a Sunday, the following Monday shall be considered a holiday. When a holiday falls on a Saturday, then the preceding Friday shall be considered a holiday.

ARTICLE XII – VACATIONS

Section 1

In each fiscal year, each permanent employee bargaining unit member who has less than one year of service with the Town on June 30th, of such fiscal year, shall be granted vacation of seven (7) working shifts with pay. In the case of a probationary firefighter, vacation of 7 working shifts with pay will be granted after six (6) months from his date of hire. In each fiscal year each employee who has or will have completed on June 30th, of such year, one (1) year of service but less than ten (10) years of service shall be granted a vacation of fourteen (14) working shifts with pay. In each fiscal year each employee who has or will have completed on June 30th, of such fiscal year, ten (10) years but less than twenty (20) years of service shall be granted a vacation of twenty-one (21) working shifts with pay. In each fiscal year, each employee who has or will have completed twenty (20) or more years of service on June 30th, of such fiscal year, shall be granted a vacation of twenty-eight (28) working shifts with pay.

Section 2

On April 30th of each fiscal year, each employee may select his or her vacation leave for the next fiscal year. In the event of a conflict concerning the choice of vacation leave, preference shall be given on the basis of seniority, except that no employee shall have the option to select more than twelve (12) shifts of such vacation leave until all employees have the option to select their vacation leave up to a maximum of twelve (12) shifts vacation leave. If there is a conflict between shifts of such leave, preference shall be given to the employee selecting the two (2) consecutive shifts leave. Any vacation shifts picked in April cannot be bumped by any subsequent picks. Any employee who selects vacation in an aggregate of two (2) shifts and thereafter cancels any portion of those two (2) shifts shall lose their priority standing to the next employee who has chosen a vacation in an aggregate of two (2) shifts.

Section 3

In lieu of Section 2 above, each employee may select their vacation at any time during the fiscal year. Preference shall be given on the basis of date requested, regardless of the number of shifts selected. In the event of a conflict on the date of request, preference shall be given on the basis of seniority, except that preference shall be given to the employee selecting two (2) consecutive shifts of leave on such day. Once picked, said shifts shall not be bumped by any subsequent picks. Any employee who selects vacation in an aggregate of two (2) shifts and thereafter cancels any portion of those two (2) shifts shall lose their priority standing to the next employee who has chosen a vacation in an aggregate of two (2) shifts.

Section 4

Vacation shifts must be taken during the fiscal year in which the employee becomes entitled to the vacation. Pay in lieu of unexpended vacation shall be paid to a Firefighter, Lieutenant or Assistant Chief who is on injury leave or sick leave and is unable to take their vacation during such fiscal year.

In the event that a Firefighter, Lieutenant or Assistant Chief becomes eligible for a disability retirement, they shall be paid for not more than fourteen (14) shifts of unexpended vacation on a lump sum basis as set forth in Section 4 of this Article with any remaining unexpended vacation time given to the employee as actual vacation as set forth in this Article prior to their official retirement date.

Section 5

If an employee dies while employed by the Town, the Town shall pay to their surviving spouse, or if the spouse is deceased, to the estate, their unexpended vacation pay. Said sum shall be determined by computing the number of vacation shifts due them for fiscal such year and by subtracting the number of vacation shifts expended. Each shift of unexpended vacation leave for each deceased employee shall be computed by multiplying their hourly rate by twelve (12) hours.

Section 6

Any Firefighter, Lieutenant or Assistant Chief unable to use their Vacation Leave due to illness or injury shall be permitted to carry over remaining Leave into the following Fiscal Year.

ARTICLE XIII – SICK LEAVE

Section 1

Each employee shall be entitled to absence due to non-occupational disability according to the following schedule:

1. Any employee with less than (1) year: 1 working shift at full pay for each month of service.
2. Any employee with one (1) year or more: 12 working shifts at full pay.

Section 2

If any employee is absent because of sick leave and during their absence, while still drawing disability benefits, passes an anniversary date which would entitle them to increase duration of benefits, such increase will apply to their current absence.

The Town's fiscal year will be used to re-establish eligibility for disability benefits.

Section 3

Each Firefighter, Lieutenant or Assistant Chief who has unused disability benefits at the end of each fiscal year, shall accumulate unused disability benefits and carry over such unused benefits to the following fiscal year or years, provided that they shall not accumulate more than ten (10) working shifts of such unused benefits during any one (1) fiscal year, and further provided that they shall not accumulate a total of more than one hundred twenty (120) working shifts of such unused benefits.

Each Fire Mechanic and Fire Master Mechanic who has unused disability benefits at the end of each fiscal year, shall accumulate unused disability benefits and carry over such unused benefits to the following fiscal year or years, provided that they shall not accumulate more than ten (10) working shifts of such unused benefits during any one (1) fiscal year, and further provided that they shall not accumulate a total of more than sixty (60) working shifts of such unused benefits.

Section 4

Payment of non-occupational disability benefits is dependent upon the employee producing evidence of disability to the Chief.

Section 5

Such leave for an employee may be extended at the discretion of the Board of Fire Commissioners.

Section 6

If a Firefighter, Lieutenant or Assistant Chief is not absent from work for other than work related injury, special leave, death in the immediate family, scheduled vacation, or the thirty (30) days required military leave, for a period of one hundred and eighty (180) consecutive calendar days; said employee shall be entitled to a bonus equal to eight (8) hours at their regular rate of pay. Said bonus shall be made to each employee two (2) weeks after the end of each fiscal period in which they earn said bonus.

If a Fire Mechanic or Fire Master Mechanic is not absent from work for other than work related injury, special leave, death in the immediate family, scheduled vacation, or the thirty (30) days required military leave, for a period of ninety (90) consecutive calendar days; said employee shall be entitled to a bonus equal to eight (8) hours at their regular rate of pay. Said bonus shall be made to each such employee two (2) weeks after the end of each fiscal period in which they earn said bonus.

Section 7- Maternity Leave

- a. Notification: A female employee who becomes pregnant shall, as early as her condition is known, submit a written statement from her physician indicating her present physical condition, the expected childbirth date, and any limitations which may affect her ability to continue in her regular duty assignments. The Town will make reasonable accommodations to provide light duty work when appropriate in the opinion of the employee's physician and if available.
- b. Maternity Leave: Upon request of the employee and supported by her physician's certification of the employee's inability to continue to work, the employee shall be granted maternity leave. Accumulated sick leave and other accrued leave such as vacation may be used as maternity leave. An employee who remains unable to resume her duties for a period of six (6) weeks past the date of delivery shall present a physician's certificate of inability to return to duty due to disability or the need for continued child care. If the continued disability or child care is not proven, then the leave taken past the six-week period shall be deemed Leave of Absence without pay. A Leave of Absence without pay beyond any accumulated leaves shall be available for such reasonable further period of time as an employee is determined by her physician to be disabled from performing the duties of her job because of pregnancy or conditions attendant thereto or the need for continued child care provided a request is made to the Director of Human Resources.

The commencement and termination dates of the leaves provided above shall be mutually agreed upon between the employee and the Director of Human Resources provided, however, that the unpaid leaves of absence shall not exceed ninety (90) days. It is understood that the aforementioned Leaves of Absence whether paid or unpaid shall be included for purposes of complying with the Family and Medical Leave Act of 1993 or any state or federal law superseding said Act.

ARTICLE XIV – INJURY LEAVE

Section 1

Each Firefighter, Lieutenant or Assistant Chief who is injured or disabled in the performance of their duties or who is disabled as a result of the heart diseases or hypertension, shall be entitled to occupational disability leave with full pay and benefits from the date of injury or disability until such time as they are able to return to any duty or reaches a point when they will probably not be able to return to work. Such employee shall be retired at an annual disability pension of sixty-six and two-thirds

percent (66-2/3%) of the pay they are receiving at the time of their retirement. In order to be entitled to injury leave, such employee must report such injury or disability to their superior officer as soon as they become aware that such injury or disability was suffered in the line of duty, and further provided that they report the same within one (1) year of the date of such injury or disability, and further provided that they establish through proper evidence and/or witness that such injury or disability was suffered in the performance of their duties. The Town shall have the right to require examination by an impartial physician.

Section 2

Fire Mechanics and Master Fire Mechanics who are absent due to occupational disability will receive disability benefits according to the following schedule:

<u>Length of Service</u>	<u>Disability Benefits</u>
Three months to one year	2½ working shifts at full pay for each month of service
One year up to five years	Thirty working shifts at full pay
Five years up to ten years	Sixty working shifts at full pay
Over ten years	Ninety working shifts at full pay

- a. A Fire Mechanic’s or Master Fire Mechanic’s seniority date shall determine his length of service and eligibility for disability benefits.
- b. When eligibility for benefits for full pay is exhausted, payment will continue in accordance with State law.
- c. If a Fire Mechanic or Master Fire Mechanic is absent because of occupational disability and during his absence, while still drawing full pay disability benefits, passes a seniority date which would entitle him or her to increased duration of benefits, such increase will apply to his or her current absence.
- d. Time absent due to occupational disability will be deducted from non-occupational disability benefits.
- e. A return to full time work for one full week with a doctor’s certificate certifying as to recovery from the disability will re-establish eligibility for occupational disability benefits at full pay according to the above schedule.

Section 3

The Town shall pay all funeral expenses for any firefighter who dies as a result of injuries sustained during the performance of their duties to a maximum of fifteen thousand dollars (\$15,000).

ARTICLE XV – BEREAVEMENT LEAVE

Section 1

Each employee shall be granted leave with pay in the event of a death in the immediate family. Such leave shall start on the day of death and continue through and include the day of burial, except that in no event shall the leave be less than three (3) shifts commencing on the day of death. Immediate family is defined as wife, husband, mother, father, son, daughter, mother-in-law, father-in-law, son and daughter-in-law, brothers, sisters, grandmothers, grandfathers, grandchildren, step parents, and relatives customarily living in the employee's immediate household.

Section 2

Funeral leave with pay due to death of a relative outside of the immediate family shall be limited to one (1) shift. Under this schedule, an employee on bereavement leave for one shift but working the other shift shall be provided the opportunity to use other appropriate paid leave for the shift he or she would be scheduled to work and shall not be denied.

ARTICLE XVI – MILITARY LEAVE

Section 1

Any permanent employee who leaves the Fire Department for military service not in excess of four (4) years and who reports back to work physically able to perform normal duties as an employee of the Fire Department within ninety (90) days of the date of their Honorable Discharge from the service, shall be reinstated in the Fire Department at the same rate of pay they would be receiving if they continued to be employed in the Fire Department during the period when they were on military leave, and they shall be entitled to all other rights and benefits as they would be entitled to as if they had continued to be employed in the Fire Department during such period. Probationary employees who meet the above requirements will be reinstated at the same probationary salary step and seniority.

Section 2

If an employee of the Town is a member of the Military Reserve or National Guard and is called for annual training up to a maximum of thirty (30) days, the Town will pay the difference, if any, between the gross service pay and gross regular pay for the period of their required absence. Such time off will not be charged to the employee's vacation.

ARTICLE XVII – LEAVE OF ABSENCE WITHOUT PAY

A Firefighter, Lieutenant or Assistant Chief requesting a leave of absence without pay may be granted same, except that no leave of absence shall be granted for other employment, at the discretion of the Board of Fire Commissioners upon reasonable causes being shown. Such leave shall not exceed sixty (60) working shifts but may be extended in cases of emergency for up to an additional thirty (30) shifts. During such leave of absence, hospital and life insurance benefits for the employee and dependents shall remain in effect provided the employee pays in advance the necessary premiums for dependent coverage authorized by them under Article XXIII of this Agreement. Upon expiration of approved leave of absence, the employee shall be reinstated in the position they held at the time of such leave. An employee on leave of absence shall forfeit one twelfth (1/12) rounded off to the nearest full shift of vacation leave otherwise due them for each full month of absence. Such forfeiture shall take place in

the fiscal year following such leave of absence without pay. Failure to report to duty at the termination of such leave may be grounds for dismissal or other disciplinary action.

ARTICLE XVIII – SPECIAL LEAVE

Section 1

Each Firefighter, Lieutenant or Assistant Chief shall be granted special leave with pay for any shift, shifts, or portion thereof on which they are able to secure another employee to work in their place provided:

- a. Such substitution does not impose any additional cost to the Town.
- b. Such substitution is within classification only.
- c. The immediate superior officer of the Firefighter, Lieutenant or Assistant Chief is requested in writing on an appropriate form not less than one (1) shift prior to its becoming effective, except in the case of an emergency. In the event the employee is off duty, such written request may be made to the Platoon Commander, except that in an emergency, request may be made by telephone.
- d. Neither the Department nor the Town shall be responsible for enforcing any agreement between the employees.
- e. Special leave shall not substantially impair any employee's ability to receive departmental training.
- f. Payment of monies in lieu of time for special leave shall be allowed for Union Business only.
- g. Any Firefighter, Lieutenant or Assistant Chief shall be allowed to swap up to four (4) hours of any overtime shift for any purpose other than obtaining or performing employment in another job.

ARTICLE XIX – ACTING POSITIONS

Section 1

Whenever an employee is required to work in a classification higher than their regular classification, they shall receive the rate of pay at the lowest step in the salary range of the higher classification in which they serve in the acting capacity.

Section 2

All acting assignments shall be at the discretion of the Chief. In exercising such discretion, the Chief shall give consideration in the following manner:

- a. If there is an eligibility list for Fire Lieutenant or Fire Assistant Chief, the Acting Officer shall be selected from said list.
- b. If there is no such eligibility list or if no employee on the list is working where the acting assignment is needed, then it shall be selected by seniority as set forth in Article IX.

ARTICLE XX – WORK WEEK

Section 1

The work week for all employees in the bargaining unit performing firefighting duties and fire fighters assigned as dispatchers shall be not more than an average of forty-two (42) hours, computed over a fiscal year. The work schedule shall be comprised of shifts defined as follows: one (1) ten (10) hour day shift from 8:00am to 6:00pm followed immediately by one (1) fourteen (14) hour night shift from 6:00pm to 8:00am. There shall be twenty-four (24) hours off, followed by one (1) ten (10) hour day shift from 8:00am to 6:00pm followed immediately by one (1) fourteen (14) hour night shift from 6:00pm to 8:00am followed by one hundred and twenty (120) hours off. There shall remain a four-platoon system.

Section 2

The work week of the Fire Marshal, Training Officer, Fire Prevention Lieutenant, and Fire Inspector shall be forty (40) hours based on a four (4) day, ten (10) hour shift per day schedule from 8:00 a.m. to 6:00 p.m. on Monday through Friday. Any deviations shall be by mutual agreement between the Chief and the Fire Marshal, Fire Prevention Lieutenant and/or Fire Inspector, except that the Chief may unilaterally adjust the work schedule of any of these employees to assist in the fulfillment of the initial modules for the State of Connecticut Fire Marshal Pre-certification. Whenever any such employee works in excess of their regularly established work week or in excess of forty (40) hours in any calendar week or in excess of ten (10) hours in any calendar day, they shall be paid for such overtime work at one and one-half (1 1/2) times their regular rate of pay provided, however, if they are called back to duty to work such overtime, they shall be paid for three (3) hours at one and one-half (1 1/2) times their regular hourly rate of pay for such call back overtime actually worked at one and one-half (1 1/2) times their regular rate of pay whichever is greater.

The work week for the Fire Master Mechanic and the Fire Mechanic shall be forty (40) hours per week based on five (5) consecutive day, eight (8) hour shift per day schedule, working Monday through Friday.

Section 3

The work week of employees assigned to light duty and all other bargaining unit employees not covered in Section 1 of this Article, shall be forty (40) hours per week, based on a five (5) day, Monday through Friday, eight (8) hour per shift per day schedule. Whenever any such employee works in excess of their regularly established work week, or in excess of forty (40) hours in any calendar week, or in excess of eight (8) hours in any calendar day, they shall be paid for all such overtime work at one and one-half (1-1/2) times their regular rate of pay, provided however if they are called back to duty to work such overtime they shall be paid for three (3) hours at one and one-half (1-1/2) times their regular hourly rate of pay for such call back overtime actually worked at one and one-half (1-1/2) times their regular rate of pay whichever is greater.

Section 4

A light duty assignment may be made to an employee recuperating from sickness or injury up to and including the time when the employee is ready to return to full duty. Any employee assigned to light duty shall report as requested unless the employee has written medical evidence that such light duty assignment would impede the healing process and the return to full duty. Light duty assignments shall be finite in length, although each employee's individual situation shall be considered given the prognosis for recovery and other medical reports.

A pregnant employee shall be eligible for light duty upon written notice by her physician that she is pregnant and unable to perform her duties in her regular position as a Firefighter, Lieutenant or Assistant Chief. Such light duty shall extend until after childbirth, provided, however, that the employee shall return to normal duty work after the normal recovery time of six to eight weeks. Said time may be extended if her physician requests based on her medical condition.

Light duty assignments shall include, but shall not be limited to, such assignments as assistance to the Chief, Deputy Chief, Fire Marshal, Training Officers or Assistant Chief, depending on the abilities, experience, rank and degree of disability of the employee. Employees assigned to light duty shall not be assigned duties outside the Town of Fairfield where a response may be expected in the case of emergency.

A Firefighter, Lieutenant or Assistant Chief assigned to light duty shall receive holiday benefits based on their work schedule at the time the holiday occurs. Shift Differential eligibility shall be based upon the same basis as sick leave.

A Firefighter, Lieutenant or Assistant Chief assigned to light duty while on injury leave shall not have any benefits diminished including, but not limited to, holiday pay and night shift differentials.

A Firefighter, Lieutenant or Assistant Chief assigned to light duty shall be excused from duty to continue therapy or medical appointments associated with their disability. They will not work overtime unless it is unavoidable. The normal workday shall include a one hour lunch break. The normal work uniform for their rank shall be worn unless circumstances warrant a change in uniform directed by the Chief or designated representative.

A Firefighter, Lieutenant or Assistant Chief assigned to light duty is relieved from their emergency response assignments and are not expected to participate in any emergency response assignments which could aggravate or worsen the condition(s) for which they have been placed on light duty.

Section 5

All hours worked in excess of the above-mentioned work week by employees covered in Section 1 of this Article, shall be compensated as overtime in accordance with Article XXVII.

Section 6

Any Firefighter, Lieutenant or Assistant Chief shall be considered relieved of duty when their replacement reports for duty. Any Firefighter, Lieutenant or Assistant Chief may be relieved from duty forty-five (45) minutes prior to regular shift change. However, nothing contained herein shall prevent the immediate superior officer from allowing a subordinate to be relieved for cogent reasons up to a maximum of two (2) hours from regular shift change hours which are 8:00 am and 6:00 pm.

ARTICLE XXI – UNIFORMS, PROTECTIVE CLOTHING & CLOTHING ALLOWANCE

Section 1

The Town shall provide the initial dress uniform, including hat, blouse, pants and overcoat, tie and dress shoes, as prescribed by the Chief. Each Firefighter, Lieutenant or Assistant Chief will maintain the same in good condition.

Section 2

The Town shall provide protective clothing for each Firefighter, Lieutenant or Assistant Chief and such protective clothing shall include PBI or equivalent turnout coats, bunker pants with suspenders, protective hoods, gloves, helmet, protective safety boots as prescribed by the Chief. Each Firefighter, Lieutenant or Assistant Chief, at his or her own expense, shall be allowed the option to purchase and use for duty NFPA approved New York style helmets.

Section 3

On the first payroll of each fiscal year, the Town shall pay each Firefighter and each Lieutenant the sum of six hundred and fifty dollars (\$650.00) and shall pay each Assistant Chief the sum of seven hundred and fifty dollars (\$750.00) for the purchase of work uniforms. Work uniforms shall include work pants, work shirts, socks, "T"-shirts, etc. as prescribed by the Chief.

Section 4

On the first day of each fiscal year, the Town shall pay to each Firefighter, Lieutenant or Assistant Chief a uniform maintenance allowance of four hundred and fifty dollars (\$450.00).

Section 5

The Town shall reimburse any Firefighter, Lieutenant or Assistant Chief up to a maximum of fifty dollars (\$50.00) for the replacement or repair of any wrist watch broken or damaged in the line of duty. The Town shall reimburse any Firefighter, Lieutenant or Assistant Chief the actual cost of the repair of eye glasses broken or damaged in the line of duty.

Section 6

It shall not be the duties of the employees to wear uniforms while going to or returning from their place of employment.

Section 7

Town shall provide each Firefighter, Lieutenant or Assistant Chief two (2) complete sets of linen (sheets and pillow slip). After the initial issue, the Town shall replace worn linen on an as needed, exchange basis.

Section 8

The parties agree to reopen this Contract for the purpose of this Section only if the administration orders a change in uniform or standards which affect the purchasing value of the uniform allowance.

ARTICLE XXII – RETIREMENT BOARD

The First Selectman shall appoint to the Retirement Board, one (1) Firefighter, Lieutenant or Assistant Chief in the bargaining unit, which employee has been designated by the Union for such appointment for a duration of three (3) years. When such term expires or should that appointment become vacant during such term, the First Selectman shall fill such vacancy in the same manner as the original appointment.

ARTICLE XXIII – INSURANCES

Section 1

The Town shall provide and pay for the following insurances for each employee and his or her enrolled dependents. As required by the Affordable Care Act, the plan will extend coverage to dependent

children up to the age of 26. Notwithstanding the Affordable Care Act, coverage to dependent children will extend up to the age of 25.

Section 2 - (Arbitration Issue 7)

The Town shall have the option of determining the carrier to provide these benefits and these benefits shall be substantially equivalent as a result of any change in carriers. Should the Town desire to make changes to any of the plans, it agrees to negotiate with the Union within the specified parameters with the understanding that any such new plan shall be substantially equivalent to or better than the existing plan.

- A. The Town will provide to all eligible employees and their eligible dependents the following health care coverage:

Medical: The Town will provide Anthem Blue Cross and Blue Shield Century Preferred (Preferred Provider Organization) as stated below or Blue Care (Health Maintenance Organization) or substantially equivalent plans.

Specific provisions of the plans are provided in the booklets entitled "Town of Fairfield Century Preferred Summary Booklet"-print date 2006 and "Town of Fairfield Blue Care Summary Booklet"-print date 2006 by Anthem Blue Cross and Blue Shield.

Prescription drug: Systemed (Medco) or substantially equivalent plan. Specific provisions of the plan are provided in the handbook entitled "Town of Fairfield Your Prescription Drug Benefit Handbook" print date 2005 by Medco.

Dental: Guardian or substantially equivalent plan. Specific provisions of the plan are provided in the pamphlet entitled "Town of Fairfield.... (final draft released to Fairfield in March 2006) print date 2006 by Guardian.

Vision: Anthem Vision or substantially equivalent plan. Specific provisions of the plan are provided in the booklet entitled "Town of Fairfield Vision Summary Booklet" print date 2006 by Anthem Blue Cross and Blue Shield.

Effective October 1, 2015, Medical Insurance as set forth below shall be in effect:

-

Town of Fairfield		
Century Preferred Plan (In-Network Benefits Only)		
Plan Changes Fire		
Benefit Description	Previous Plan	Effective Oct 1, 2015
Medical Benefits - Anthem	Century Preferred	Century Preferred
Deductible (ind/fam)	\$0	\$0
Coinsurance	0%	0%
Out-of-Pocket Maximum ⁽¹⁾	\$0	\$3K/\$6K/\$9K
Lifetime Maximum	Unlimited	Unlimited
Office Visit Copays	\$20	\$25
Specialist Visit Copay	\$20	\$30
Hospital Copay	\$150	\$300
Urgent Care Copay	\$50	\$75
Emergency Room Copay	\$100	\$200
Outpatient Surgery Copay	\$0	\$100
Well Child Care	\$0	\$0
Periodic, Routine Health Exam	\$0	\$0
Routine Eye Exams	\$0	\$0
Routine OB/Gyn Exam	\$0	\$0
Mammography	\$0	\$0
Hearing Screening	\$0	\$0
Outpatient MH/SA	\$20	\$30
Diagnostic Lab and X-Ray	\$0	\$0
Allergy Services (except PCP Visit)	\$0	\$0
Semi-Private Room	\$150	\$300
Inpatient MH/SA	\$150	\$300
Skilled Nursing Facility	\$150	\$300
Inpatient Rehabilitative Services	\$0	\$0

Outpatient Surgery	\$0	\$100
Ambulance	\$0	\$0
Outpatient Rehabilitative Services	\$20	\$30
Durable Medical Equipment	\$0	\$0
Prescription Drugs - Medco & Anthem Plans ⁽²⁾	Century Preferred	Century Preferred
Retail Generic	\$10	\$10
Retail Brand Formulary	\$20	\$20
Retail Brand Non-Formulary	\$35	\$35
Mail Order Generic	\$20	\$20
Mail Order Brand Formulary	\$40	\$40
Mail Order Brand Non-Formulary	\$70	\$70
Rx Annual Maximum	Unlimited	Unlimited

⁽¹⁾ Out-of-Pocket maximum equals deductible plus coinsurance maximum

⁽²⁾ assumes mandatory generic substitution and 30 day supply at retail

Out of Network Plan Changes

Benefit Description	Current Plan	Effective Oct 1, 2015
Medical Benefits - Anthem	Century Preferred	Century Preferred
Deductible (ind/fam)	\$200/\$400/\$500	\$400/\$800/\$1000
Out-of-Pocket Maximum ⁽¹⁾	\$600/\$1000/\$1500	\$800/\$1600/\$2000
Emergency Room Copay	\$100	\$200

Prescription drug option requires mandatory mail at two times retail for maintenance drugs.

- B. A Fifty Thousand Dollar (\$50,000.00) Life Insurance and Accidental Death and Dismemberment Policy for each firefighter, and a twenty-five thousand Dollar (\$25,000.00) Life Insurance and Accidental Death and Dismemberment Policy for the spouse of each enrolled firefighter; the Accidental Death and Dismemberment Policy to be on a twenty-four (24) hour basis. Assistant Chiefs shall continue to be covered by the contributory Life and Accidental Death and Dismemberment Insurance Plan as outlined in the Prudential Insurance Company Booklet dated 3/84.

- C. The Town shall provide and pay a twenty thousand dollar (\$20,000) funeral benefit for any employee who dies in the line of duty.
- D. The Town shall provide and pay for thirty thousand dollars (\$30,000) life insurance and accidental death and dismemberment insurance to be on a twenty-four hour basis for the Master Mechanic and Mechanic.
- E. The Town reserves the right to change the carrier of the above listed insurances as long as the coverage and the administrative claim procedure is substantially equivalent to or better the Blue-Cross Blue Shield.
- F. All members are required to obtain the following health screens, which will not be processed through group insurance and shall be at no cost to the employee:
 - 1. Cardiac Stress test beginning at age 40 and every three (3) years thereafter;
 - 2. Colonoscopy at age 40 and thereafter as required by employees treating physician;
 - 3. PSA test for male employees at age 40;
 - 4. Mammograms for female employees at age 40; and
 - 5. Low dose helical chest CT scan at age 50.

Section 3

The Town shall provide and pay for the following listed medical benefits for each retiree who retired on or after October 1, 1993 and their eligible enrolled dependents as specified below:

- A. In order to be eligible for all of the retiree's insurance benefits of A, B and C in section 2 above; the Firefighters must have received a normal retirement (25 years or more) or disability retirement from the Town. Employees who retire with at least twenty-five (25) years of service but who are less than fifty-one (51) at the time of retirement, other than retirees under the Disability provisions of the Retirement Plan, shall, upon attaining the age of fifty-one (51) or with at least thirty (30) years of service, be entitled to the benefits listed in Section 2.A, B and C above. Upon retirement, the medical benefits will be the same as active employees and the Town shall have the right to change insurance providers.
- B. If a retiree who is sixty-five (65) or older is not eligible for Medicare Benefits, upon written proof from the Social Security Administration, all of the above listed benefits shall be provided by the carrier.
- C. A Fifteen Thousand Dollar (\$15,000.00) Life Insurance and Accidental Death and Dismemberment Policy for the retiree only; the Accidental Death and Dismemberment Insurance to be on a twenty-four (24) hour basis.
- D. Upon attainment of age sixty-five (65) or attaining Medicare eligibility, such coverage shall be reduced to the Medicare Carve-Out for those covered upon reaching such age or

eligibility. The cost of Medicare, if any, shall be borne by the retiree and eligible enrolled dependents.

- E. For each retiree who retires after July 27, 2015 the benefits set forth in A. to D. above shall apply to their natural born children born after retirement as well as to their eligible enrolled dependents on the date of their retirement.

Section 4

Deduction of insurance premiums for retirees before July 1, 1981. At the written request of a retiree, the Town shall deduct from their monthly check, the amount of payments for the group hospital, medical and major medical insurance for which such retirees and enrolled dependents are eligible under the Town's group insurance policies, and the Town shall remit such amount on behalf of such retiree to the appropriate insurance carrier under such group policies.

Section 5

The Town and the Union fully agree that the rising costs of health insurance present an enormous burden on the citizens and the budget of the Town of Fairfield; therefore, the parties agree to the following:

- A. The parties shall fully participate and advocate a committee, jointly comprised of both Union and Town officials, which shall meet and seek to reduce and contain such costs to the Town. Subjects shall include but shall not be limited to managed care for all employees, change in carrier(s), increased co-pay for prescription drug and home and office visits, modification in deductibles for hospital and medical services and major medical benefits.
- B. At any time that said committee shall find a way to reduce such cost, the Union agrees to reopen its present agreement during the term of this present contract for the sole purpose of the inclusion of such changes.
- C. When such cost reduction methods are found by said committee or between the Union and the Town, parties to this Agreement, the Union agrees to bring to its members the changes for the purpose of ratification.

Section 6 Health Benefit Changes:

1. Effective January 1, 2001, the Dental Plan as listed in Section 5.A.3., Section 6.A.4., and Section 7.2 above will remain in effect and shall include an orthodontic benefit of up to a maximum of \$2,000.00 per lifetime.
2. (Arbitration Issue 8) Effective July 1, 2021 each employee shall contribute 17% of the current health care cost based on the "blended" rate.
- ~~3.~~ (Arbitration Issue 9) Effective July 1, 2022, each employee shall contribute 17% of the current health care cost based on the "blended" rate.
4. (Arbitration Issue 10) Effective July 1, 2023, each employee shall contribute 17% of the current health care cost based on the "blended" rate.
5. (Arbitration Issue 11) Effective July 1, 2024, each employee shall contribute 18% of the

current health care cost based on the “blended” rate.

Section 7

In lieu of accepting medical insurance for themselves and if applicable their family, employees will be eligible as noted below for prorated weekly payments:

- A. Currently enrolled employees who individually opts out of coverage for one full year will be paid \$2,000.
- B. Currently enrolled employees and their enrolled spouse or child who opt out of coverage for one full year will be paid \$2,250.
- C. Currently enrolled employees and their enrolled family who opt out of coverage for one full year will be paid \$2,500.

The employee must notify Human Resources of their interest in participating in this program during the annual open enrollment period with the change effective July 1. To be considered, the employee must waive continued insurance coverage under the provisions of the COBRA. The benefit does not apply to members of a family where both are currently employed by the Town or where one member is a retiree.

Section 8

Post-Employment Health Plan:

- A. By January, 2008, the Town shall establish a post-retirement health insurance trust fund and plan in conformance with recently established Government Accounting Standard Board Principle # 45. The town shall obtain an actuarial analysis annually which shall determine both overall pension and post-retirement health benefit liabilities for the members and retirees eligible for Police and Fire Retirement plans. So long as Police and Fire Retirement Pension fund assets remain at least 120% above the actuarial level of funding required for all such pension liabilities, the actuarial analysis shall also determine whether employee contributions for each subsequent fiscal year are necessary to keep plan assets at or above such a 120% level of funding. Commencing with the July 1, 2007 fiscal year, in any fiscal year that actuarial projections demonstrate that a 120% or above over-funded basis will remain even if reduced firefighter member contributions are made to such pension plan at a level less than the contractually required 4.5% contribution of salary, such firefighter member contributions shall only be made to the pension plan from payroll for that portion of the fiscal year required for such contributions to sustain the 120% over-funded basis. For any such year, the balance of such member’s 4.5% payroll deductions for such fiscal year shall be deposited directly into the town’s post-retirement health insurance trust fund. Should the amount of pay required to be contributed to the pension plan within this agreement change by mutual consent, the terms above shall reflect any such new per cent.
- B. Effective July 27, 2015, all covered members of the unit shall contribute 2.5% of member basic annual salary including longevity pay as set forth in Appendix “A” of this agreement to the post-retirement health trust fund. Effective July 1, 2016, all covered employee members of the unit shall contribute 3.25% of member basic annual salary including longevity pay as set forth in Appendix “A” of this agreement to the post- retirement health

trust fund. These contributions are in lieu of cost-share upon retirement. When the fire unit's OPEB actuary funding level reaches 80%, employee contribution will return to 1.5%.

Effective July 1, 2008, the town will contribute at least 2% of all member salaries per annum to the post-retirement health insurance trust fund. Effective July 1, 2009, the town's contribution shall increase to at least 4% of such payroll. Effective at the close of business June 30, 2010, the town's contribution shall increase to at least 6% of such pay.

- C. The town shall create mutually acceptable governing language for the post-retirement health insurance trust fund, with unit approval, by December 31, 2007. If the parties do not accomplish a final plan on or before December 31, 2007, the provisions in sections A and B above shall not commence until such time a trust fund is created during the term of this contract.
- D. Only active members of the bargaining unit will be required to make contributions to the post-retirement health insurance trust fund as specified above. The parties agree that for such time as the post-retirement health insurance trust fund remains in effect, with contributions being made by members and the town, the matter of current retiree benefits and obligations shall not be revisited in future contract negotiations unless both the Town and the Union agree to reopen this subject.
- E. Town may continue to pay for all current retiree health costs from the Town's self-insurance OPEB Trust-Discretionary accounts for the duration of this contract. The Town may elect to pay for health insurance cost payments from the OPEB Retiree/Employee Insurance Fund-Mandatory Account for current retirees who have separated from employment on or after July 1, 2008 for the duration of this contract.

ARTICLE XXIV – FIRE WATCH DUTY

Section 1

Whenever any person or organization is required to or shall seek the services of a Firefighter, Lieutenant or Assistant Chief for Fire Watch Duty, such work shall be assigned by the Chief of the Department to off duty employees in the bargaining unit and the assignments shall be rotated among such employees on an equitable basis. If there are no employees in the bargaining unit available for this Fire Watch, the Town may assign persons outside the bargaining unit to fill such assignments. When the assignment requires more than three (3) employees, one such employee shall be placed in charge of the detail and such employee will receive one dollar (\$1.00) an hour in addition to the rates herein provided.

Section 2

Firefighter, Lieutenant or Assistant Chiefs who are employed on Fire Watch assignments will be paid at one and one-half (1-1/2) times their hourly rate with a minimum of three (3) hours of pay for each such assignment and a minimum of four (4) hours of pay at time and one-half (1-1/2) times their hourly rate for all assignments which take place on Saturdays, Sundays and Holidays. All pay for such assignments shall be computed in multiples of full hours for any portion of any hour which is worked.

Section 3

Prior to being eligible for assignment to Fire Watch Duty, a Firefighter, Lieutenant or Assistant Chief must have satisfactorily completed an eight (8) hour safety course to be given by or under the auspices of the Fairfield Fire Department. Said course shall be offered to all employees while on duty.

Section 4

All payments for this Fire Watch Duty shall be made through the Town Payroll Department. Payment will be received by the Firefighter, Lieutenant or Assistant Chief on the regularly scheduled payroll periods. All monies received for Fire Watch will be subject to tax deduction.

ARTICLE XXV – PROMOTIONS

Section 1

All promotions in the Fire Department to positions within the bargaining unit shall be by competitive examinations from employees within the Fire Department provided there are available employees in the department who are qualified to perform the duties of any such position. All other promotions are subject to Town of Fairfield Charter requirements.

Section 2

When a Firefighter, Lieutenant or Assistant Chief first request to the Police-Fire Pension Board is received and heard, or the Firefighter, Lieutenant or Assistant Chief's request for termination is submitted to the Chief of the Fire Department, the anticipation of a vacancy shall be that date. When the above said employee becomes separated from the Fire service because of termination, superannuation, or for disability, the anticipated vacancy shall then become an actual "Vacancy."

Section 3

Whenever any vacancy(s) occurs within any promotional position within the Fire Department, except that of Chief and Deputy Chief, as a result of termination, or as a result of reallocation or reclassification, or as a result of the creation of a new position, and an eligibility list for the classification to which such position is allocated, is in existence at the time of such termination, reallocation, reclassification, or at the time such new position is created, the Board of Fire Commissioners, no later than thirty (30) days after the date of such vacancy, or the next Board of Fire Commissioners' meeting, whichever occurs first, shall in a manner consistent with the Charter of the Town of Fairfield, make an appointment(s) from such eligibility list to fill such vacancy(s).

Section 4

Whenever any such vacancy in a promotional position occurs and there is no appropriate eligibility list in existence, the Board of Fire Commissioners, or its designed representative, within ninety (90) days of the date of such vacancy, shall cause a competitive examination for the classification to which such position is allocated to be held by independent, impartial testing authority such as the State of Connecticut Personnel Department, Fire Chief's Association and the like, for the purpose of establishing the eligibility list from which such vacancy shall be filled. The Board of Fire Commissioners or its designated representative shall require the examining agency to establish a final eligibility list as a result of such examination, no later than sixty (60) days after the date in which the examination is held. Within thirty (30) days after which such eligibility list is established, (or the next Board of Fire Commissioners' meeting, whichever first occurs) the Board of Fire Commissioners shall, in a manner consistent with said Charter, make an appointment from such eligibility list to fill such vacancy.

Section 5

Whenever it is anticipated that such a vacancy in a promotional position shall occur, and there is no appropriate eligibility list in existence, the Board of Fire Commissioners or its designated representative shall cause a competitive examination for the classification to which such position is allocated to be held by an independent, impartial testing authority such as the State of Connecticut Personnel Department, Fire Chief’s Association and the like, for the purpose of establishing such appropriate eligibility list, as soon as possible or as soon as practicable after the date when said Board becomes aware that such vacancy will occur. Within thirty (30) days after such eligibility list is established (or the next Board of Fire Commissioners’ meeting, whichever first occurs) the Board of Fire Commissioners in a manner consistent with said Charter, shall make an appointment from such eligibility list to fill such vacancy.

Section 6

All promotional lists shall be promulgated for a period of eighteen (18) months.

Section 7

The weights of each section of a promotional examination shall be as follows:

<u>FIRE LIEUTENANTS</u>		<u>FIRE ASSISTANT CHIEFS</u>	
Written:	40%	Written:	40%
Oral:	60%	Oral:	60%

Seniority shall be added as stated in Article IX, Section 4, and a general bibliography of material to be used in the written exam shall be posted when and if available.

Section 8

Candidates for promotion shall pass the written and the oral section of the examination each with a score of seventy percent (70%) or higher. In order to be eligible to progress to the next step of the examination process each candidate must have received a passing grade at the previous step of the examination. If all candidates fail, the Board of Fire Commissioners reserves the right to scale said exam on a curve.

Section 9

The Board of Fire Commissioners shall notify the Union prior to the expiration of the ninety (90) day period as set forth in Section 4, of this Article, if they desire to abolish any position vacated because of termination, superannuation or disability retirement. However, if the position abolished is reinstated within a period of one (1) year the conditions existing at the time the Union was so notified shall prevail, including and not limited to merit, seniority and availability.

ARTICLE XXVI – SALARIES

The wage rates of all employees in the bargaining unit shall be as set forth below and in Appendix A of this Agreement, and the basic wages shall be paid weekly.

There shall be general wage increases as follows:

(Arbitration Issue 12) Effective and retroactive to July 1,2021 –2.0% general wage increase

In addition, effective July 1, 2021, the Town will add a 6th Step in the wage schedules for Firefighter, Lieutenant, and Assistant Chief that is 1% more than the current top step (which is Step 5). This step increase will not be paid retroactively.

(Arbitration Issue 13)Effective and retroactive to July 1, 2022 – 2.75% general wage increase

In addition, effective July 1, 2022, the Town will add a 6th Step in the wage schedules for Firefighter, Lieutenant, and Assistant Chief that is 2% more than the 5th Step. This step increase will not be paid retroactively.

(Arbitration Issue 14)Effective July 1, 2023 – 2.75% general wage increase

In addition, effective July 1, 2023, the Town will add a 6th Step in the wage schedules for Firefighter, Lieutenant, and Assistant Chief that is 3% more than the 5th Step.

(Arbitration Issue 15)Effective July 1, 2024 – 2.75% general wage increase

In addition, effective July 1, 2024, the Town will add a 6th Step in the wage schedules for Firefighter, Lieutenant, and Assistant Chief that is 4% more than the 5th Step.

ARTICLE XXVII – OVERTIME

Section 1

Any Firefighter, Lieutenant or Assistant Chief covered under Section 1, of Article XX who works in excess of their regular schedule as defined in said Section 1, Article XX, shall be paid at the rate of one and one-half (1-1/2) times their regular rate for each hour worked beyond 8:00 am and 6:00 pm, when such overtime work is for the purpose of firefighting and fire related work only. Said overtime shall be paid in multiples of one (1) hour at one and one-half (1-1/2) times for overtime worked.

Section 2

Any such Firefighter, Lieutenant or Assistant Chief called back to duty for a fire or any department related business such as court appearances, training, etc. shall receive one and one-half (1-1/2) times their hourly rate for such call back when such “Call Back” hours are in excess of the work schedule as defined in Section 1, of Article XX, provided an employee who is on vacation shall not be subject to call back. Overtime paid under the provisions of this Section shall be paid at a minimum of three (3) hours pay at one and one-half (1-1/2) times an employee’s hourly rate, in multiples of one (1) hour, so long as said call back overtime is not coincidental to an employee’s regular scheduled shift. When any employee is called back to duty, such call back shall be instituted from the next working shift.

Section 3

Any such Firefighter, Lieutenant or Assistant Chief who works overtime not covered in Sections 1 and 2 of this Article, shall receive one and one-half (1-1/2) times their regular hourly rate with a minimum of three (3) hours except as follows: Shift Commanders shall attend a monthly two hour staff meeting to be called at the discretion of the Chief. In such event, the Shift Commanders shall receive two hours of overtime in lieu of the three (3) hour minimum required.

Section 4

In the event that overtime is required of any firefighting company, it shall be worked for the rank and classification, i.e. officer or firefighter, held by an employee on such working shift who was last to report off duty, and whose absence brings his or her working shift below the minimum manpower requirement as provided for in Article X. For the purpose of this Section, the term "last to report off duty" shall mean and include going off duty on vacation, sick leave, military leave, funeral leave, etc.

Section 5

Overtime among Firefighters shall be scheduled in rotation among all Firefighters department wide. Overtime among bargaining unit officers shall be scheduled in rotation among all bargaining unit officers department wide. Whenever an employee works or refuses such overtime, they shall go to the bottom of the rotating list. If no officers are available for overtime work scheduled for such ranks, such overtime shall be worked by fire fighters.

Section 6

For purposes of this Article, Provisional Officers shall be considered as officers. Provisional Officers shall be assigned a place on the overtime rotation list held by the officer being replaced by such Provisional Officer. However, no appointment to the position of Provisional Lieutenant as provided in Article XIX may be made until a period of eight (8) calendar weeks have elapsed from the date of the occurrence of such permanent or temporary vacancy during which such period overtime shall be offered to each eligible lieutenant as provided for in Section 5 of this Article. In the case of an appointment to Provisional Assistant Chief if it is foreseen that the absence, or temporary or permanent vacancy shall be for a substantial period of time, such eight (8) calendar weeks may be foregone before such appointment is made.

Section 7

All hiring done for overtime less than the normal tour of duty shall be made from a special hiring list maintained for that purpose in a similar manner as that of the normal hiring practice.

Section 8

All overtime hiring shall be administered in accordance with Appendix C, "Hiring Guidelines."

Section 9

All overtime hiring shall be on a mandatory basis. When all eligible Firefighters, Lieutenants and Assistant Chiefs have been offered the opportunity to work such overtime and have refused such work, the first such Firefighter, Lieutenant or Assistant Chief shall be told that they have been assigned to that position for that overtime shift. If they are able to obtain another employee to fill that overtime position prior to that shift, they may do so after notifying the Department. No employee may be so ordered to work any mandatory overtime in order to fill a higher position or classification.

Section 10

No bargaining unit employee shall work in a position of a non-bargaining unit employee.

Section 11

No Firefighter, Lieutenant or Assistant Chief shall work a period longer than forty-eight (48) consecutive hours for any reason. If any shift or overtime shall place any employee in such a position to violate this Section it shall be their and the officer in charge's responsibility to have that employee relieved of any

further duty. In order for that employee to be eligible for any further work, that employee must be relieved of duty for a minimum of a ten (10) or fourteen (14) hour shift.

Section 12

The Town will use its best efforts to provide weekly paychecks representing pay for the basic work week and overtime.

Section 13

All overtime worked by Fire Mechanics and Fire Master Mechanics shall be compensated at one and one-half (1 ½) times the regular rate.

ARTICLE XXVIII – UNION ACTIVITY PROTECTED

In accordance with Connecticut General Statutes 7-467 et seq., the Municipal Employee Relations Act, except for the right to strike, which is 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 XXIX – MISCELLANEOUS

Section 1

The present Town policy of not having any employees assigned to perform any duty which is unrelated to firefighting, equipment or apparatus, or to normal care required to maintain the quarters in which they are employed in a clean and sanitary manner, shall be part of this agreement.

Section 2

Fire Department employees shall be compensated at the rate set by the Town at the time for traveling to and from any meetings authorized by the Chief of the Fire Department when he or she is required to use his or her own vehicle for transportation. Department issued vehicles shall only be used while on duty or for commuting to and from work and responding to emergencies; take home vehicles shall not be used for personal business.

Section 3

The Town shall provide and pay for the reasonable cost of all meals which normally occur as a result of a callback or holdover in a declared state of emergency.

Section 4

The Town shall provide for a system of direct deposit of pay checks to local banks which can accommodate the Town's payroll accounting system for such purposes.

ARTICLE XXX – PENSIONS

Section 1

The retirement and survivor benefits provided for in Chapter XXI of the Charter of the Town of Fairfield (Revision of November 7, 1961) shall be continued, except that said benefits shall be and are improved as follows:

- a. Any member of the retirement system, who is a Firefighter, Lieutenant or Assistant Chief, and who has completed at least twenty (20) years of service as a member of the Fire

Department and has completed twenty-five (25) years of service as an employee of the Town of Fairfield, and has attained the age of fifty-one (51) years or with at least thirty (30) years of service, shall be eligible for retirement for superannuation under the provisions hereof.

- b. Employees hired after September 1, 2017 shall be eligible to collect normal retirement benefits only upon reaching twenty-five years of service and 56 years of age.
- c. Each Firefighter, Lieutenant or Assistant Chief who is retired for superannuation or for disability shall receive an annual pension, payable monthly, equal to two percent (2%) of their basic annual salary, including longevity pay as set forth in Appendix A of this agreement, which they are receiving or which they are entitled to at the time of their retirement, for each year of service which they have with the Town through ten (10) years of such service, two and one-half percent (2 1/2%) of their basic annual salary including longevity pay for each year of service which they have with the Town from eleven (11) through twenty (20) years of such service, three percent (3%) of their basic annual salary including longevity pay for each year of service which they have with the Town from twenty-one (21) through twenty-five (25) years of such service, and four percent (4%) of such basic annual salary including longevity pay for each year of service in excess of twenty-five (25) years, up to a maximum of eighty percent (80%) of such annual salary including longevity, provided that no pension payable on account of permanent disability sustained during the performance of their duties pertaining to employment by the Town shall be less than two-thirds (2/3) of such annual salary, including longevity pay.
- d. All employees hired on or after March 10, 2012 shall receive at the time of their retirement, two percent (2%) of basic annual salary plus longevity for each year of service which they have with the Town through ten (10) years of such service; two and one-half percent (2 1/2%) of their basic annual salary including longevity pay for each year of service which they have with the Town from eleven (11) through twenty (20) years of such service; three percent (3%) of their basic annual salary including longevity pay for each year of service which they have with the Town from twenty-one (21) through twenty-five (25) years of such service; and three percent (3%) of such basic annual salary including longevity pay for each year of service in excess of twenty-five (25) years, up to a maximum of seventy-five percent (75%) of such annual salary including longevity, provided that no pension payable on account of permanent disability sustained during the performance of their duties pertaining to employment by the Town shall be less than two-thirds (2/3) of such annual salary, including longevity pay.
- e. Any Firefighter, Lieutenant or Assistant Chief who has completed twenty (20) years of service as a member of the Fire Department, and is at least forty-five (45) years of age or has completed twenty-five (25) years as a member of the Fire Department regardless of age shall be entitled to early retirement if he files with the Retirement Board a written statement duly attested, setting forth at what time subsequent to the filing thereof, at least thirty (30) days but no less than sixty (60) days after such filing date they desired to retire. Any Firefighter, Lieutenant or Assistant Chief so retired shall receive an annual pension, payable monthly, equal to two percent (2%) of his basic annual salary, including longevity pay, which he is receiving or to which he is entitled at the time of retirement, for each year of service which they have with the Town through ten (10) years of such service, two and

one-half percent (2 1/2%) of their basic annual salary including longevity pay for each year of service which they have with the Town from eleven (11) through twenty (20) years of such service, three percent (3%) of their basic annual salary including longevity pay for each year of service which they have with the Town from twenty-one (21) through twenty-five (25) years of such service, and four percent (4%) of such basic annual salary including longevity pay for each year of service in excess of twenty-five (25) years, up to a maximum of eighty percent (80%) of such annual salary including longevity.

- f. If any Firefighter, Lieutenant or Assistant Chief is killed in the line of duty, or dies as a result of heart disease or hypertension, the surviving spouse shall receive a pension of fifty percent (50%) of the annual rate of pay received by the member at the time of their death. In addition, the surviving spouse shall receive an annuity of five thousand dollars (\$5,000), payable in yearly installments of five hundred dollars (\$500) each year, but for a period not to exceed ten (10) years. In the event that no spouse survives the deceased member, or in the case of any spouse who dies prior to the receipt of such annuity payments for a period of ten (10) years, the right to receive any remaining annuity payments and such pension shall be vested in the children of the deceased member, if any, and they shall share and share alike, provided that no payment shall be made to any such child after the attainment of their eighteenth (18) birthday. In case the deceased member leaves no surviving spouse or children, the Board may in its discretion, in cases where such member was sole support of a parent or parents or blood relations of the first degree, award benefits to such dependents not exceeding in value the benefits specified above in case of the surviving spouse or children.
- g. Effective July 1, 2017, the rate of contributions made by each Firefighter, Lieutenant or Assistant Chief shall be determined by the Retirement Board from time to time, but until otherwise ordered shall be four and three-quarter percent (4 3/4%), as of July 1, 2018, five percent (5%), as of July 1, 2019, five and one quarter percent (5 1/4%) and as of July 1, 2020, five and one half percent (5 1/2%) of the basic annual salary including longevity pay as set forth in Appendix "A" of this agreement. Any employee who becomes eligible for a maximum percentage benefit based on the completion of thirty (30) years of service (excluding any Military Service Credit Time purchased) shall have a rate of contributions equal to two and three-quarter percent (2 3/4%), as of July 1, 2018, three percent (3%), as of July 1, 2019, three and one quarter percent (3 1/4%) and as of July 1, 2020, three and one half percent (3 1/2%) of their basic annual salary including longevity pay as set forth in Appendix "A" of this agreement. In no case shall such rate of contributions be less than two and one-half percent (2 1/2%) nor more than six percent (6%) of such basic annual salary including longevity pay.
- h. Effective as of the monthly check dated July 1, 1970, the annual pension benefit rate in effect on June 30, 1970 for each retiree who has retired prior to July 1, 1969 shall be increased by the percentage amount by which the U.S. Consumer Price Index (1957-59 = all cities) increased between the date of their retirement and March 31, 1970. Effective as of the monthly pension benefits check of July, 1970, the annual pension benefit rate in effect June 30, 1970 for each survivor of a deceased retiree who retired prior to July 1, 1969 shall be increased by the percentage amount by which the U.S. Consumer Price Index increased between the date of such deceased retiree's retirement and March 31, 1970.

- i. Effective as of the monthly benefits check of July 1972 and of July of each two (2) year period thereafter, the annual pension rate in effect on June 30 immediately preceding each July date for each retiree and each survivor shall be increased by the percentage amount by which the U.S. Consumer Price Index increased between March 31 of the calendar year which is two (2) years prior to the calendar year in which such adjustment is being made, provided that such pension rate increase shall not exceed three percent (3%) for any one March to March year, nor more than six percent (6%) for any such two (2) year period, and further provided that any such pension rate increase for any two (2) year March to March period for any retiree or survivor who does not receive pension benefits during such entire two (2) year period, subject to the three percent (3%) limitation hereinbefore imposed on the maximum amount of increased allowed in any March to March one (1) year period and subject to the six percent (6%) limitation hereinbefore imposed on the maximum amount of increase allowed in any such two (2) year period, shall only be increased by the percentage amount by which the U.S. Consumer Price Index increased between the date that they become eligible for such pension benefits and March 31 of the calendar year in which such adjustment is being made. Any member of the Fire Department retiring with less than twenty-five (25) years of service with the exception of an employee who retires due to disability shall not be entitled to an adjustment in accordance with this paragraph. A member retiring with at least twenty-five (25) years of service but who is less than age fifty-one (51) at the time of retirement shall be entitled to the adjustments called for in this paragraph from and after the time they attain the age of fifty-one (51) years or upon completion of thirty (30) years of service.
- j. For the purposes of Section 1, "basic annual salary" shall be defined as the salary rate which the Firefighter, Lieutenant or Assistant Chief was being paid at the time of their retirement or death. If a Firefighter, Lieutenant or Assistant Chief was working as a Provisional Officer they shall retain that basic annual salary in the computation of their retirement pay. Employees who are provisionally promoted and subsequently retire while occupying said position for less than 12 months of such provisional promotion shall retire at the base pay of their permanent position, except that any employee who dies or becomes permanently disabled while in such position shall be eligible for retirement benefits at the higher rate. Employees shall only contribute to the pension plan based on their permanent position.
- k. A Firefighter, Lieutenant or Assistant Chief hired before September 1, 2017 and terminating his or her employment with the Town after completion of ten (10) years of service as a full-time employee shall be entitled to an annual vested pension computed at the rate of two percent (2%) of their final earnings multiplied by their years of credited service. Such employees shall be eligible to begin receiving the above benefit in monthly installments on the first of the month following either the 25th anniversary of their date of hire or their 51st birthday whichever is earlier. Employees hired after September 1, 2017 shall be eligible to receive the above benefit in monthly installments following the 25th anniversary of their employment or their 56th birthday, whichever is later.

Section 2

Effective July 1, 1973, any Firefighter, Lieutenant or Assistant Chief eligible under the terms of the pension plan who becomes permanently or totally disabled by causes not job related and who has at

least five (5) years of continuous service will be entitled to pension benefits computed in the same manner as a normal retirement benefit which is based on years of service and basic annual salary.

Section 3

For those Firefighters, Lieutenants or Assistant Chiefs who retire under the terms of the Pension Plan after July 1, 1973 and who subsequently die, benefits equal to seventy-five percent (75%) of the amount the deceased pensioner was receiving at the time of death will be paid to the surviving spouse until their death or remarriage and then to the deceased retiree's children until the youngest child reaches the age of eighteen (18). The surviving spouse and children as outlined herein shall have the benefit of the provisions as they pertain to the U.S. Consumer Price Index adjustments as outlined in this Article. Any employee who retired prior to July 1, 1973 and dies on or after July 1, 1970, the annual pension benefit rate of their survivors shall, at the time of their death, be equal to the amount of the pension benefit rate computed in accordance with the provisions of said Chapter XXI of said Fairfield Town Charter, or by one-half (1/2) of the annual pension benefit rate including the cost of living pension benefit rate increases, granted hereunder which said retiree is receiving at the time of death, whichever is greater.

Section 4

The widow or dependent children of a Firefighter, Lieutenant or Assistant Chief who was eligible for retirement by reasons of age or length of service who dies due to non-service connected causes, shall receive a pension payment equal to seventy-five percent (75%) of the compensation the employee would have received if they had retired the day before death.

Section 5

A child, in the absence of a surviving spouse, that is totally dependent for its support shall receive a pension equal to the pension which would have been received by the surviving spouse, as set forth in Section 4 above. The pension for this totally dependent child shall be continued so long as the child remains in the care of an organization or individual(s) that is not directly receiving a major portion of its funds from the State of Connecticut, Department of Child and Youth Services Bureau.

Section 6

Firefighters, Lieutenants or Assistant Chiefs hired subsequent to the date of this Agreement shall indicate their election to purchase such Military Time at a rate equal to six percent (6%) of such employees' annual salary at the date of hire, on or before the second anniversary date of their hire and must complete the payment for such credit on or before the tenth (10th) anniversary date of their hire. Any Military Service Credit Time purchased shall add three percent (3%) per year for each year of Military Service to each employee's retirement benefit only after such employee has served at least twenty (20) years with the Fire Department and shall not reduce the requirement of minimum service set forth in Section 1 above. If such military time, when added to current Town service time, exceeds twenty-five (25) years, each year over twenty-five (25) and up to thirty (30) years will be calculated at four (4%) percent. Military buyback for employees hired after July 1, 2015 shall be capped at three (3) years at three percent (3%) pension credit per year.

Section 7

The Fire Master Mechanic and the Fire Mechanic shall be members of the Town of Fairfield Employee's Retirement System. The defined benefit formula for determining the retirement benefits for them includes using the high salary which means the highest salary obtained in one year of their employment including base salary and longevity pay obtained. The annual benefit will be equal to 1.25% of high

annual salary up to a maximum of \$7800 plus 2.3% of the high salary in excess of \$7800 multiplied by their number of credited years of service with the Town. Employees shall become eligible for normal retirement benefits at the age of sixty-two (62) or older with at least ten (10) years of creditable service. Employees shall become eligible for "Early Retirement" benefits at the age of fifty-five (55) or older with at least fifteen (15) years of creditable service. The early retirement benefit will be determined by computing the benefit to which the employee would be entitled if the employee were sixty-two (62) and reducing that amount by 5/9 of 1% for each month the employee is younger than age 62.

The contribution rate shall be four (4) percent of the basic annual salary including longevity pay.

Section 8

Effective July 1, 2008, all pension contributions will be made pursuant to Article XXIII, Section 8.

Section 9

The Town may offer a 401K plan to new hires on or after July 1, 2010. New hires, if offered such a plan, shall have the option of making an irrevocable election to enroll in either a 401K Plan or the existing Pension Plan.

ARTICLE XXXI – SHIFT DIFFERENTIAL

In addition to their annual base pay, each employee who regularly works on a schedule of two (2) different shifts, the Town will pay a shift differential which shall be computed by multiplying the rate of a first (1st) step firefighter by 4.78%. If an employee is absent on sick leave for more than thirty (30) consecutive days, then, for such period of thirty (30) consecutive days thereafter that they remain on sick leave the shift differential shall be reduced by one-twelfth (1/12). This shift differential shall be used in the computation of any holiday or overtime pay and shall effect the daily or hourly rate of any such employee, but shall not be used in any manner in the computation of pension or other fringe benefits. The shift differential pay shall be paid annually on the first pay period in December, by separate check.

ARTICLE XXXII – COLLEGE INCENTIVE PAY

Section 1

In addition to the annual base pay of each Firefighter, Lieutenant or Assistant Chief who holds a Bachelors Degree from an accredited college, or a degree in Fire Technology from the State of Connecticut, to include business and management classes and courses, with prior approval of the Town, the Town will pay the annual sum of five hundred dollars (\$500) per year. For each employee who has satisfactorily completed thirty (30) course credits from an accredited college, the Town will pay one hundred dollars (\$100) per year in addition to their annual base salary; for each employee who has satisfactorily completed sixty (60) course credits from an accredited college, the Town will pay two hundred dollars (\$200) per year in addition to their annual base salary; for each employee who has satisfactorily completed ninety (90) course credits from an accredited college, the Town will pay three hundred dollars (\$300) per year in addition to their annual base salary. These amounts of college incentive shall not be used in the computation of any holiday or overtime pay or effect the daily or hourly rate of any such employee and shall not be used in any manner in the computations of pensions or other fringe benefits. Probationary fire fighters shall not be entitled to the aforesaid incentive pay during their first six (6) months of employment. The Town shall pay one-half (1/2) of each employee's college incentive pay to them on the first pay day of December and the remaining half (1/2) of such pay on the last pay day in June.

Section 2

All employees receiving college incentive pay as set forth in Section 1 of this Article, prior to the execution of this Agreement, shall continue to receive such college incentive pay.

Effective July 1, 2003, each Firefighter, Lieutenant or Assistant Chief who holds a Degree in Fire Science from an accredited college shall receive, in addition to their annual base pay, the sum of seven hundred dollars (\$700) per year. Effective July 1, 2004, this sum shall be nine hundred dollars (\$900) per year. Effective July 1, 2005 and thereafter, this sum shall be one thousand dollars (\$1,000) per year. Effective July 1, 2003, each employee who has satisfactorily completed thirty (30) fire related course credits from an accredited college shall receive in addition to their annual base pay the sum of one hundred dollars (\$100) per year; for each employee who has satisfactorily completed sixty (60) fire related course credits from an accredited college shall receive in addition to their annual base pay the sum of three hundred dollars (\$300) per year; and for each employee who has satisfactorily completed ninety (90) fire related course credits from an accredited college shall receive in addition to their annual base pay the sum of five hundred dollars (\$500) per year. For the purposes of this Section "Fire Related Course Credits" shall mean all accepted courses necessary to achieve a Fire Science Degree.

Section 3

The Town shall pay each Firefighter, Lieutenant, or Assistant Chief the full cost of each course, which shall include and be limited to tuition, lab fees, registration fees and books, upon satisfactory completion of each course at an accredited college or university in subjects which are designed to increase their proficiency in his present and potential future duty assignments and shall be related to one or more of the following fields:

- i. Fire Department Operation and Administration
- ii. Fire Prevention and Inspection
- iii. Fire Service Technology
- iv. Fire Hazards and Protection Systems
- v. Fire Fighting
- vi. Fire Hydraulics and Engineering
- vii. Emergency Medical Technician

The Town shall be obligated to pay no more than \$30,000 aggregate per fiscal year and no more than \$12,000 per fiscal year for any one employee for the benefit provided in this Section.

ARTICLE XXXIII – LONGEVITY

Section 1

(Arbitration Issue 21) In each fiscal year, all eligible employees shall have the following steps added to their base pay:

1. Firefighters, Lieutenants, Fire Mechanic, Fire Master Mechanic, and Assistant Chiefs with ten (10) years or more of service, One Thousand Dollars (\$1000) Per Year.
2. Firefighters, Lieutenants, Fire Mechanic, Fire Master Mechanic, and Assistant Chiefs with fifteen (15) years or more of service, Two Thousand Dollars (\$2,000) Dollars Per Year.
3. Firefighters, Lieutenants, Fire Mechanic, Fire Master Mechanic, and Assistant Chiefs with twenty (20) years or more of service, Three Thousand Dollars (\$3,000) Per Year.

4. Firefighters, Lieutenants, Fire Mechanic, Fire Master Mechanic, and Assistant Chiefs with twenty-five (25) years or more of service, Four Thousand Dollars (\$4,000) per year.

Section 2

Each employee's anniversary date in the Fire Department shall be used to determine their eligibility and qualifications for longevity benefits as provided for in Section 1 of this Article.

Section 3

Longevity steps shall be paid weekly.

ARTICLE XXXIV – PRIOR PRACTICE AND MANAGEMENT RIGHTS

Section 1

All rights benefits and privileges which employees had prior to the execution of this Contract which are not specifically provided for or abridged by this Contract, are hereby incorporated and protected by this Contract.

Section 2

Except as such rights or authority are in conflict with or abridged or modified by the provisions of this Contract, the Town of Fairfield reserves and retains solely and exclusively, all rights and authority as existed prior to the execution of this Contract, and except such right which is in conflict with or abridged or modified by the provisions of this business, operations and affairs; to establish wages, hours of work and other items or conditions of employment, to change combine, establish and discontinue jobs or operations, shall be unimpaired. The Town's not exercising any right in a particular way, shall not be deemed a waiver of any right or preclude the Town from exercising the same in some other way not in conflict with the provisions of Section 1 of this Article or other terms of this Contract.

ARTICLE XXXV – PERSONAL LEAVE

All employees shall be granted three (3) shifts personal leave upon notification of the commanding officer on duty or other officer in the chain of command if said commanding officer is not available. If promotional examinations are scheduled at a time when a Firefighter, Lieutenant or Assistant Chief should otherwise be on duty, Fire Department Business Leave shall be granted to said employee.

ARTICLE XXXVI – TRAINING

Any employee scheduled for duty who wishes to attend a training session(s) shall apply to the training officer who shall, based on the benefit to the Department and the budget restrictions, arrange for said employee to attend said session(s). If an employee enrolls for a training session and the Town expends funds for said course and the employee does not attend said course, they may become liable for said funds.

ARTICLE XXXVII – MEDICAL CERTIFICATION

Section 1

The Union and the Town have determined that in the best interest of the citizens of the Town of Fairfield that the Fire Department provide first response medical coverage. Therefore, all Firefighters, Lieutenants and Assistant Chiefs hired after July 1, 1981, shall, as a condition of employment, become Emergency Medical Technicians and shall maintain EMT Certification. All existing employees shall

participate in and make a bona fide effort to pass and maintain a Medical Response Technician course. Said training shall be at the cost of the Town. The Fire Master Mechanic and the Fire Mechanic are not required to hold EMT Certification.

ARTICLE XXXVIII – RESIDENCY REQUIREMENT

Employees issued department vehicles shall reside in Connecticut within thirty (30) miles distance from the closest Fairfield Fire station to the employee's home; there is no residency requirement for employees not issued take home department vehicles.

ARTICLE XXXIX – HEALTH

Section 1

A. For employees hired before September 25, 2017, the Town shall provide and pay for smoke cessation clinics for all interested employees, while on duty, who shall be encouraged by the Local to attend.

B. Employees hired after September 25, 2017 shall, as a condition of employment, agree that chewing or smoking tobacco, including cigarettes, e-cigarettes, pipes, or cigars, shall be prohibited during their employment with the Town of Fairfield whether on duty or off duty. Any such employee found to violate this provision shall be given a warning for a first violation and shall be terminated for a second violation.

Section 2

(Arbitration Issue 25) The Town shall provide and pay for physical fitness and physical workout sessions at the Y.M.C.A. of Fairfield, for Firefighters, Lieutenants and Assistant Chiefs to be used on an off-duty basis. Firefighters, Lieutenants and Assistant Chiefs shall be provided 1 hour per shift for in house voluntary physical training while on duty.

Section 3

The Town and the Union do hereby agree to the substance abuse, detection and treatment program attached hereto as "Appendix B".

Section 4

Whenever a member of this bargaining unit has a proven exposure to any communicable disease and such exposure is directly connected with the performance of their duties; such members' families shall be offered immunization inoculation for such disease when they are available. The Union shall hold the Town harmless from any claims made by the Union member's family as a result of the Town's compliance with this Section.

Section 5

The Town shall provide and pay for a complete physical examination deemed acceptable to both the Town and the Union in accordance with AMA standards. The employee may use a physician selected by the Town or an in-network physician of their choice and process the invoice through the Town's insurance program. The Town will pay any charge not covered by insurance. The Firefighter, Lieutenant or Assistant Chief shall have the right not to allow any information released by the physician to anyone, including the administration.

ARTICLE XL – DURATION

The duration of this Contract shall extend through June 30, 2024~~5~~. Either party wishing to amend or modify any provisions of this Contract must notify the other party in writing no more than one hundred and eighty (180) days nor less than one hundred and fifty (150) days prior to the applicable expiration date. Within ten (10) days of the receipt of such notification by either party a conference shall be held between the Town and the Union negotiating committee for the purposes of discussing such amendment or modification.

ARTICLE XLI – NON-DISCRIMINATION

The Town acknowledges that it is an equal opportunity employer, and the Town and Union agree that there shall be no discrimination against any person or group of persons on the grounds of race, color, religion, creed, age, sex, marital status, national origin, disability or veteran status.

Both parties to this agreement agree that sexual harassment of any employee by another employee is absolutely prohibited. Any employee who feels he or she is being subjected to sexual harassment may contact one of the persons below with whom the employee feels comfortable. Complaints may be orally or in writing to:

1. The employee's immediate supervisor
2. The employee's Shift Commander
3. The Fire Chief
4. The Director of Human Resources
5. The First Selectman
6. The employee shall have the right to have Union representation if so desired.

ARTICLE XLII – POSITION DIFFERENTIAL

Section 1

In addition to their annual base pay, employees regularly assigned to the Fire Prevention Division and the Training Division shall receive a position differential of ten percent (10%) of their base salary plus longevity. The position differential shall be used in the computation of pension benefits. The position differential shall be used in the computation of any holiday, vacation, overtime, or other fringe benefits and shall affect the daily or hourly rate of such employee. The position differential shall be paid weekly. The above-named employees will be excluded from the overtime "Day Box".

Section 2

Employees who are laterally transferred to any position which has a differential and subsequently retire while occupying said position for less than 12 months of such transfer shall retire at the base pay of their permanent position, except that any employee who dies or becomes permanently disabled while in such position shall be eligible for retirement benefits at the higher rate. Employees shall only contribute to the pension plan based on their permanent position.

APPENDIX A-1- WAGE SCALES

FY2022-2025 (Annual Rates)

FIREFIGHTERS

CLASSIFICATION PLAN OF FIREFIGHTER, LIEUTENANT AND ASSISTANT CHIEF POSITIONS WITHIN THE IAFF LOCAL 1426 BARGAINING UNIT ACCORDING TO THE GRADE FOR FISCAL YEAR JULY 1, 2021 THROUGH JUNE 30, 2025.

July 1, 2021 (FY2022) - 2.0%

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	10yr*	15yr*	20yr*	25yr*
Firefighter	\$ 67,788	\$ 70,170	\$ 72,561	\$ 74,943	\$ 78,819	\$ 79,608	\$ 1,000	\$ 2,000	\$ 3,000	\$ 4,000
Lieutenant			\$ 88,654	\$ 91,997	\$ 97,634	\$ 98,611	\$ 1,000	\$ 2,000	\$ 3,000	\$ 4,000
Assistant Chief			\$ 104,756	\$ 109,048	\$ 116,448	\$ 117,613	\$ 1,000	\$ 2,000	\$ 3,000	\$ 4,000

July 1, 2022 (FY2023) - 2.75%

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	10yr*	15yr*	20yr*	25yr*
Firefighter	\$ 69,652	\$ 72,100	\$ 74,556	\$ 77,004	\$ 80,987	\$ 82,607	\$ 1,000	\$ 2,000	\$ 3,000	\$ 4,000
Lieutenant			\$ 91,092	\$ 94,527	\$ 100,319	\$ 102,326	\$ 1,000	\$ 2,000	\$ 3,000	\$ 4,000
Assistant Chief			\$ 107,637	\$ 112,047	\$ 119,651	\$ 122,044	\$ 1,000	\$ 2,000	\$ 3,000	\$ 4,000

July 1, 2023 (FY2024)- 2.75%

CURRENT FISCAL YEAR

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	10yr*	15yr	20yr	25yr*
Firefighter	\$ 71,568	\$ 74,082	\$ 76,606	\$ 79,122	\$ 83,214	\$ 85,711	\$ 1,000	\$ 2,000	\$ 3,000	\$ 4,000
Lieutenant			\$ 93,597	\$ 97,126	\$ 103,078	\$ 106,170	\$ 1,000	\$ 2,000	\$ 3,000	\$ 4,000
Assistant Chief			\$ 110,597	\$ 115,128	\$ 122,941	\$ 126,629	\$ 1,000	\$ 2,000	\$ 3,000	\$ 4,000

July 1, 2024 (FY2025) - 2.75%

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	10yr*	15yr*	20yr*	25yr*
Firefighter	\$ 73,536	\$ 76,120	\$ 78,713	\$ 81,298	\$ 85,503	\$ 88,923	\$ 1,000	\$ 2,000	\$ 3,000	\$ 4,000
Lieutenant			\$ 96,171	\$ 99,797	\$ 105,913	\$ 110,149	\$ 1,000	\$ 2,000	\$ 3,000	\$ 4,000
Assistant Chief			\$ 113,638	\$ 118,294	\$ 126,322	\$ 131,375	\$ 1,000	\$ 2,000	\$ 3,000	\$ 4,000

*Longevity

FY2022-2025 (Hourly Rates)

FIREFIGHTERS

CLASSIFICATION PLAN OF FIREFIGHTERS', LIEUTENANTS' ASSISTANT CHIEFS', MECHANICS' AND MASTER MECHANICS' POSITIONS
WITHIN THE IAFF LOCAL 1426 BARGAINING UNIT ACCORDING TO THE GRADE FOR FISCAL YEAR JULY 1, 2021 THROUGH JUNE 30, 2025.

July 1, 2021 (FY2022) - 2.0%

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	10yr*	15yr*	20yr*	25yr*
Firefighter	\$ 31.0385	\$ 32.1291	\$ 33.2238	\$ 34.3148	\$ 36.0895	\$ 36.4504	\$ 1,000	\$ 2,000	\$ 3,000	\$ 4,000
Lieutenant			\$ 40.5926	\$ 42.1231	\$ 44.7044	\$ 45.1514	\$ 1,000	\$ 2,000	\$ 3,000	\$ 4,000
Assistant Chief			\$ 47.9652	\$ 49.9305	\$ 53.3188	\$ 53.8520	\$ 1,000	\$ 2,000	\$ 3,000	\$ 4,000

July 1, 2022 (FY2023) - 2.75%

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	10yr*	15yr*	20yr*	25yr*
Firefighter	\$ 31.8921	\$ 33.0126	\$ 34.1374	\$ 35.2584	\$ 37.0820	\$ 37.8236	\$ 1,000	\$ 2,000	\$ 3,000	\$ 4,000
Lieutenant			\$ 41.7089	\$ 43.2815	\$ 45.9338	\$ 46.8524	\$ 1,000	\$ 2,000	\$ 3,000	\$ 4,000
Assistant Chief			\$ 49.2843	\$ 51.3036	\$ 54.7851	\$ 55.8808	\$ 1,000	\$ 2,000	\$ 3,000	\$ 4,000

July 1, 2023 (FY2024) - 2.75%

CURRENT FISCAL YEAR

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	10yr*	15yr*	20yr*	25yr*
Firefighter	\$ 32.7691	\$ 33.9205	\$ 35.0762	\$ 36.2280	\$ 38.1017	\$ 39.2448	\$ 1,000	\$ 2,000	\$ 3,000	\$ 4,000
Lieutenant			\$ 42.8559	\$ 44.4717	\$ 47.1969	\$ 48.6129	\$ 1,000	\$ 2,000	\$ 3,000	\$ 4,000
Assistant Chief			\$ 50.6396	\$ 52.7144	\$ 56.2917	\$ 57.9804	\$ 1,000	\$ 2,000	\$ 3,000	\$ 4,000

July 1, 2024 (FY2025) - 2.75%

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	10yr*	15yr*	20yr*	25yr*
Firefighter	\$ 33.6703	\$ 34.8533	\$ 36.0408	\$ 37.2243	\$ 39.1495	\$ 40.7155	\$ 1,000	\$ 2,000	\$ 3,000	\$ 4,000
Lieutenant			\$ 44.0345	\$ 45.6947	\$ 48.4949	\$ 50.4347	\$ 1,000	\$ 2,000	\$ 3,000	\$ 4,000
Assistant Chief			\$ 52.0322	\$ 54.1641	\$ 57.8397	\$ 60.1533	\$ 1,000	\$ 2,000	\$ 3,000	\$ 4,000

*Longevity

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Award Retro Calc.xlsx
Fire Wage - Longevity Tables

APPENDIX A-2- WAGE SCALES

FY2022-2025 (Annual Rates)

MECHANICS

CLASSIFICATION PLAN OF FIREFIGHTERS', LIEUTENANTS' ASSISTANT CHIEFS', MECHANICS' AND MASTER MECHANICS' POSITIONS
WITHIN THE IAFF LOCAL 1426 BARGAINING UNIT ACCORDING TO THE GRADE FOR FISCAL YEAR JULY 1, 2021 THROUGH JUNE 30, 2025.

July 1, 2021 (FY2022) - 2.0%

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	10yr*	15yr*	20yr*	25yr*
Mechanic			\$ 88,654	\$ 91,997	\$ 97,634	\$ 98,611	\$ 1,000	\$ 2,000	\$ 3,000	\$ 4,000
Master Mechanic			\$ 96,705	\$ 100,523	\$ 107,041	\$ 108,112	\$ 1,000	\$ 2,000	\$ 3,000	\$ 4,000

July 1, 2022 (FY2023) - 2.75%

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	10yr*	15yr*	20yr*	25yr*
Mechanic			\$ 91,092	\$ 94,527	\$ 100,319	\$ 102,326	\$ 1,000	\$ 2,000	\$ 3,000	\$ 4,000
Master Mechanic			\$ 99,365	\$ 103,287	\$ 109,985	\$ 112,185	\$ 1,000	\$ 2,000	\$ 3,000	\$ 4,000

July 1, 2023 (FY2024)- 2.75%

CURRENT FISCAL YEAR

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	10yr*	15yr	20yr	25yr*
Mechanic			\$ 93,597	\$ 97,126	\$ 103,078	\$ 106,170	\$ 1,000	\$ 2,000	\$ 3,000	\$ 4,000
Master Mechanic			\$ 102,097	\$ 106,127	\$ 113,010	\$ 116,400	\$ 1,000	\$ 2,000	\$ 3,000	\$ 4,000

July 1, 2024 (FY2025) - 2.75%

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	10yr*	15yr*	20yr*	25yr*
Mechanic			\$ 96,171	\$ 99,797	\$ 105,913	\$ 110,149	\$ 1,000	\$ 2,000	\$ 3,000	\$ 4,000
Master Mechanic			\$ 104,905	\$ 109,046	\$ 116,117	\$ 120,762	\$ 1,000	\$ 2,000	\$ 3,000	\$ 4,000

*Longevity

FY2022-2025 (Hourly Rates)

MECHANICS

CLASSIFICATION PLAN OF FIREFIGHTERS', LIEUTENANTS' ASSISTANT CHIEFS', MECHANICS' AND MASTER MECHANICS' POSITIONS WITHIN THE IAFF LOCAL 1426 BARGAINING UNIT ACCORDING TO THE GRADE FOR FISCAL YEAR JULY 1, 2021 THROUGH JUNE 30, 2025.

July 1, 2021 (FY2022) - 2.0%

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	10yr*	15yr*	20yr*	25yr*
Mechanic			\$ 42.6223	\$ 44.2293	\$ 46.9396	\$ 47.4090	\$ 1,000	\$ 2,000	\$ 3,000	\$ 4,000
Master Mechanic			\$ 46.4929	\$ 48.3281	\$ 51.4622	\$ 51.9768	\$ 1,000	\$ 2,000	\$ 3,000	\$ 4,000

July 1, 2022 (FY2023) - 2.75%

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	10yr*	15yr*	20yr*	25yr*
Mechanic			\$ 43.7944	\$ 45.4456	\$ 48.2305	\$ 49.1951	\$ 1,000	\$ 2,000	\$ 3,000	\$ 4,000
Master Mechanic			\$ 47.7714	\$ 49.6572	\$ 52.8774	\$ 53.9349	\$ 1,000	\$ 2,000	\$ 3,000	\$ 4,000

July 1, 2023 (FY2024)- 2,75%

CURRENT FISCAL YEAR										
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	10yr*	15yr*	20yr*	25yr*
Mechanic			\$ 44.9987	\$ 46.6953	\$ 49.5568	\$ 51.0435	\$ 1,000	\$ 2,000	\$ 3,000	\$ 4,000
Master Mechanic			\$ 49.0851	\$ 51.0227	\$ 54.3315	\$ 55.9615	\$ 1,000	\$ 2,000	\$ 3,000	\$ 4,000

July 1, 2024 (FY2025) - 2,75%

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	10yr*	15yr*	20yr*	25yr*
Mechanic			\$ 46.2362	\$ 47.9794	\$ 50.9196	\$ 52.9564	\$ 1,000	\$ 2,000	\$ 3,000	\$ 4,000
Master Mechanic			\$ 50.4350	\$ 52.4259	\$ 55.8256	\$ 58.0587	\$ 1,000	\$ 2,000	\$ 3,000	\$ 4,000

*Longevity

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Fire Arbitration Award Retro Calc.xlsx
Fire Wage - Longevity Tables

APPENDIX "B"
TOWN OF FAIRFIELD FIRE DEPARTMENT SUBSTANCE ABUSE POLICY

The procedures for drug and alcohol testing as applicable to all uniformed sworn members of the Town of Fairfield Fire Department are as follows:

I. PURPOSE

The purpose of this section is to establish the terms and conditions of the Town of Fairfield Fire Department's drug and alcohol testing program (Program).

II. POLICY

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

III. PROCEDURES

A. Informing Employees

All current employees shall be fully informed of this Program and the Town of Fairfield Employee Assistance Program (EAP) prior to implementation and all employees hired after the effective date of this agreement shall be fully informed of this Program and the EAP prior to their first duty shift. The information on this Program shall include how tests are conducted, how employees are randomly selected, the reasonable suspicion standard, what the tests can determine and the consequences of testing positive for drug or alcohol use. Prior to any testing, employees shall be required to sign the consent and release attached to this collective bargaining agreement as Attachment I.

B. Voluntary Admission

An employee who voluntarily notifies the Fire Chief or the Human Resources Director and requests assistance to deal with a drug or alcohol problem shall not be disciplined by the employer unless the employee refuses the opportunity for rehabilitation, fails to complete a rehabilitation program, or again tests positive for drugs or alcohol within one (1) year of completing an appropriate rehabilitation program.

C. Random Selection Drug Testing

1. All uniformed sworn members of the Town of Fairfield Fire Department and non-uniformed members of Local 1426 will be subject to random selection urinalysis drug testing as outlined in this policy. The selected drug testing agency shall be responsible for the random selection of employees for

testing. Employees will remain in the random pool as long as this policy remains in effect, regardless of the number of times selected for urinalysis drug testing from this pool.

2. Testing shall be conducted monthly, on a calendar year basis, with not more than 25% of the pool testing in any given year for drug and not more than 10% for alcohol.
3. The testing agency shall be provided with a numerical code list representing all employees in the random urinalysis selection pool.
4. The testing agency shall independently, randomly select numerical code numbers for testing. Upon randomly selecting code numbers for drug testing, the testing agency shall notify the Fire Department's Designated Employee Representative (DER), in writing, of the code numbers selected for testing.
5. The DER, who shall be the Risk Manager, or other person mutually agreed to by the Union and the Town, shall perform the following duties:
 - a. Develop, and maintain in a secure location, a confidential key to identify employees with code numbers supplied to the drug testing agency.
 - b. Receive the list of employees randomly selected by the testing agency and strictly prevent the disclosure of those employees randomly selected except as provided for this policy.
 - c. Notify the testing agency of the dates and shifts that the randomly selected employees are next scheduled to work and coordinate the testing of the selected employees with the testing agency.
 - d. Notify an employees' shift supervisor of the employee's selection for urinalysis drug testing at an appropriate time following the beginning of the selected employee's shift. The shift supervisor will immediately notify the selected employee and direct the employee to immediately report to the collection site. No employee will be excused from random testing unless exigent circumstances arise and the excuse is approved by the DER. If the Fire Chief, Deputy Chief, and any other member of Local 1426, are randomly selected for testing, the shift commander shall notify them of their selection at an appropriate time following the beginning of the selected employee's shift and is hereby empowered to direct them to immediately report to the collection site. If an Assistant Chief is selected for testing he must immediately report to the collection site.
 - e. If requested by an employee selected for testing, the shift supervisor shall notify the Union President or designee, that an employee(s)

subject to drug testing has requested a Union representative to be present at his or her testing. The Union President or designee shall be given a reasonable opportunity to designate a Union representative, who has not been selected for testing, to be present at the collection site during any collection, but under no circumstances shall the collection be delayed.

- f. Ensure that no employee learns of his/her selection for random urinalysis drug testing prior to being directed to report to the collection.
- g. Receive from the selected testing agency the name of all employees who submitted to urinalysis drug testing on a specific date for each random selection list.
- h. Ensure that any incident of an employee who failed to report for any scheduled urinalysis drug test is reported to the Fire Chief, the DER and the testing agency. Ensure that the failure of the Fire Chief to report for any scheduled urinalysis drug test is reported to the DER.
- i. Maintain a secure medical file for all employee test results and all correspondence with the testing agency, including printed copies of any email correspondence.
- j. Coordinate scheduling initial appointments for employees reported as testing positive with the Substance Abuse Professional (SAP). These appointments shall be strictly confidential.

These methods of random selection, unless specifically altered in this policy, shall be the only methods of random selection required of those employees subject to a drug testing program by the Town of Fairfield Fire Department.

D. Reasonable Suspicion Testing

- 1. Supervisory personnel may request that an employee submit to drug or alcohol testing when a supervisor has a reasonable suspicion that an employee is under the influence of drugs or alcohol. "Reasonable suspicion" is defined as a belief based on objective facts and observation sufficient to lead a reasonably prudent supervisor to suspect that an employee is using illegal drugs, abusing prescribed medication, or is reporting for duty or on duty under the influence of drugs or alcohol.
- 2. Prior to the implementation of reasonable suspicion testing the Town shall be responsible for providing training to all supervisory personnel. This training shall deal with issues related to, but not limited to, observation, detection, and proper documentation of employees' actions which would lead to reasonable suspicion for directing an employee to be tested under this policy.

3. Supervisory personnel who have received the mandated training for reasonable suspicion testing in relation to this policy and who have a reasonable suspicion that an employee is under the influence of drugs or alcohol and should be required to submit to testing, shall immediately notify through the chain of command the Fire Chief or the Fire Chief's designee, who in as much as possible shall be a member of the Department outside of the bargaining unit, to meet and observe the employee's behavior and/or review the circumstances surrounding this determination of reasonable suspicion. Should the Fire Chief or the Fire Chief's designee concur with this determination the following procedures shall be followed.
 - a. Supervisory personnel who have received the mandatory training for reasonable suspicion testing in relation to this policy shall document, in writing, the facts outlining their reasonable suspicion that the employee in question is under the influence of drugs or alcohol. This document shall be made available to the employee or their designee upon completion by the supervisor. Under no circumstances shall this report be made available any later than 24 hours after instructing the employee to submit to reasonable suspicion testing.
 - b. The Fire Chief or the Fire Chief's designee shall (1) instruct the employee to submit to reasonable suspicion urinalysis drug testing, or alcohol testing by breathalyzer or intoxilyzer, as the case may be, (2) provide a verbal explanation of the basis for the reasonable suspicion, and (3) be responsible for the employee's transportation to the testing site.
 - c. Any supervisor encountering an employee who refuses to submit to a test upon request or order shall inform the employee of the requirements and consequences of a violation of this policy and/or a direct order. If said employee continues to refuse to submit to such testing the employee shall be sent home and suspended with pay for the balance of the shift. In such case the employee shall be brought before a departmental disciplinary hearing within six (6) days following the date on which the refusal occurred. No continuance of such a hearing will be granted and such hearing will go forward regardless of whether or not the employee is present at the hearing.
 - d. Supervisory personnel are responsible for consistent enforcement of this policy. Any supervisor who knowingly permits a violation of this policy by an employee under their direct supervision shall be subject to disciplinary action.

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

E. Non-Bargaining Unit Uniformed Sworn Personnel Testing

No bargaining unit employee shall be subject to random urinalysis drug testing unless all non-bargaining unit uniformed sworn Fire Department personnel are also included in the same random testing pool and equally subject to random urinalysis drug testing.

F. Testing Agency

1. No Town employee shall test, collect or deliver urine specimens for the purpose of drug analysis as it specifically relates to this policy and procedure.
2. The Agency selected to conduct urinalysis for the Town of Fairfield Fire Department shall be selected by the Human Resources/Risk Management Department and be agreed to by the Union. The agency shall use an independent laboratory, certified by the State of Connecticut for urinalysis testing and shall meet all requirements outlined by the Mandatory Guidelines for Federal Workplace Drug Testing Programs. The laboratory selected by the testing Agency shall have obtained SAMHSA (Substance Abuse & Mental Health Services Administration) certification. The Union shall be provided with all documents related to the selection process for the testing agency and information regarding the laboratory used by the testing agency.
3. The selected drug testing agency shall be responsible for the following:
 - a. The independent random selection of all employees for urinalysis drug testing. The DER shall provide the agency with numerical code numbers for each employee in the random selection pool.
 - b. The collection of all urine samples for drug testing including collection protocol and chain of custody requirements (see Attachments 1 & 2). The agency shall be responsible for the operation of accessible collection sites, collection personnel and delivery to their designated laboratory should collections be performed at a location other than the laboratory itself.
 - c. Ensure appropriate testing of all properly submitted urine specimens for the presence of selected drugs in the methods outlined by this policy.
 - d. Ensure that the Medical Review Officer (MRO) receives notification of all confirmed test results and all related test information required to make a proper determination regarding potentially positive test results.

Ensure that the Agency's designated laboratory retains and preserves all positive urine samples and related split samples for possible future administrative or civil action.

- e. Availability for testimony in regards to any contested collection and/or testing process performed.
- f. Preparation of statistical data in relation to the testing process.

G. COLLECTION

1. The collection site shall be at Station #1, 140 Reef Road.
2. All collection for random employee urinalysis drug testing shall be conducted during working hours. Collection for reasonable cause testing shall be conducted as much as practicable during working hours; however, circumstances may dictate collection conducted during off duty hours for which the employee shall be compensated as per Article XXVII, Section 3.
3. Upon notification of random selection, the affected employee shall immediately report to the designated collection site. This site shall be operated by, or under the temporary control of, the selected testing agency.
4. The selected employee shall, upon arrival at the collection site, conform to the requests of the collection site personnel, appropriately identify him/herself, and complete any forms required to assure a secure specimen collection. The employee shall not be required to remove any garments other than outer garments.
5. The selected employee shall provide the necessary urine sample in the amount required. The employee shall not be observed while producing the required urine sample. The urine sample shall be split and the split sample marked as such. Both samples shall be sealed, dated and signed by the selected employee and the collection agent. The selected employee shall have their urine sample under their observation until it has been sealed and signed.
6. No collection shall take place unless notification has been made to the Union President or designee pursuant to this policy. However, should the Union President or his designee not be available or not respond, collection shall not be unreasonably delayed.
7. The Collection Protocol attached to this collective bargaining agreement as Attachment 1, shall strictly apply.
8. If the test collection produces a "dilute" sample, the employee shall be required to remain at the test site until a satisfactory sample can be produced.
9. Testing for alcohol shall be by breathalyzer and/or intoxilyzer. A test of .02 and under is negative, .02 - .039 is impaired and .04 and over is a positive test. If positive, there shall be a reconfirming test after fifteen (15) minutes.

H. TESTING METHOD

1. The selected testing agency may conduct the standard 5 or 10-part drug panel test for the presence of the following categories of drugs and all substances produced directly or indirectly by extraction from substances of vegetable origin, or independently by means of chemical synthesis, or by a combination of extraction and chemical synthesis:

Amphetamines	Methadone
Barbiturate	Methaqualone
Benzodiazepine	Opiates
Cannabinoids	Phencyclidines
Cocaine	Proxoyhene

2. The selected testing agency shall set sensitivity cut off levels in accordance with the standard drug levels currently used by laboratories for screening and confirming test results, as follows:

Initial and First Confirmation Test (ng/ml)

Amphetamines	1,000
Barbiturate	200
Benzodiazepine	300
Cannabinoids	50
Cocaine metabolites	300
Methadone	300
Methaqualone	300
Opiates metabolites	*2000
Phencyclidine	25
Propoxyphene	300

* 25 ng/ml if immunoassay specific for free morphine. Gas Chromatography / Mass Spectrometry (ng/ml)

Amphetamines:	Amphetamine	500
	Methamphetamine	500
	Barbiturate	200
	Benzodiazepine	300
	Cannabinoids (1)	15
	Cocaine metabolites (2)	150
	Methadone	200
	Methaqualone	200
	Opiates:	
	Codeine	2000
	Morphine	2000
	Phencyclidine	25
	Propoxyphene	300

- (1) Delta-9-tetrahydrocannabinol-9-carboxylic
- (2) Benzoyledgonine

3. Any test results which are below the outlined sensitivity levels shall be recorded and reported as negative and no further testing conducted for that employee sample.
4. Should tests be developed which can detect the presence of hallucinogens, designer drugs or other illicit substances with SAMHSA (Substance Abuse & Mental Health Services Administration) approved sensitivity cut off levels, these tests, where feasible, will be incorporated into this program. This shall take place after sixty (60) days' notice to the Union of the intent to implement any of these additional tests in order for adequate review by the Union of these testing methods.

I. MEDICAL REVIEW OFFICER - CERTIFIED

The Testing Agency shall provide a licensed, certified Medical Review Officer for the duration of this program

1. The Medical Review Officer shall receive and retain all potentially positive test results from the selected testing agency.
2. The Medical Review Officer, upon receipt of a potentially positive test result, will conduct an interview with the affected employee. If after this interview, in the opinion of the Medical Review Officer, the employee has not been able to substantiate a reason for the positive test, the Medical Review Officer shall report the positive test result to the Testing Agency and the Testing Agency shall, in turn, report the positive test results to the DER in accordance with HIPAA regulations. The DER shall be authorized through this agreement to report all confirmed positive test results to the Fire Chief, or in the case of the Fire Chief testing positive, to the First Selectman.

If in the opinion of the Medical Review Officer an employee is taking prescribed medication that legitimately poses a risk to the Department or public safety or impairs the judgment of the employee, that opinion shall be reported to the Testing Agency and the Testing Agency shall, in turn, report the opinion to the DER in accordance with HIPAA regulations. The DER shall be authorized through this agreement to report this information to the Fire Chief, or in a situation involving the Fire Chief, to the First Selectman.

3. The Medical Review Officer or DER shall coordinate with the SAP to notify and schedule appointments for employees reported as testing positive.

J. SUBSTANCE ABUSE PROFESSIONAL

The Union and the Town shall mutually agree upon any individuals/agencies that serve as the Fire Department's Employee Substance Abuse Professional. The SAP shall not be an employee of the Town. Neither party to this agreement shall have access to the records of the SAP without the express written consent of the other party. The SAP shall be notified that the production of any record must be made to both parties to this

agreement unless either party expressly waives this requirement in writing. In addition to duties described elsewhere in this document, the SAP shall have the following duties as they relate to this policy:

1. Assist in the education efforts of the Town and the Union in relation of this drug testing policy.
2. Offer the services of the EAP to any employees and their families who have been identified as testing positive as the result of a urinalysis drug test or failed an alcohol test.
3. Coordinate with the DER the scheduling of appointments of employees reported as potentially testing positive within thirty-six (36) hours. These appointments shall be strictly confidential.

IV. IMPLEMENTATION

All affected employees shall be potential subjects of urinalysis drug testing as outlined in this policy.

V. VIOLATION

1. No employee subject to drug or alcohol testing shall be considered testing positive unless:
 - a. A urinalysis drug test utilizing a reliable scientific methodology was given and produced a positive result, and
 - b. the affected employee fails to substantiate a medical or legal reason for the positive test result to the Medical Review Officer, and
 - c. such positive test result was determined by the Medical Review Officer, and
 - d. the affected employee is given an opportunity to have a split sample independently tested. The employee shall pay the cost of the split sample test if it tests positive.
2. Any employee who has a test result which is reported as positive by the DER to the Fire Chief shall be deemed to have violated this policy. Any employee charged with violating this policy shall be assured all due process rights guaranteed under the collective bargaining agreement and any discipline imposed is subject to the grievance/arbitration provisions of this collective bargaining agreement.
3. Any employee who tests positive under the guidelines of this policy shall be medically evaluated, counseled and treated for rehabilitation as recommended by the SAP. Employees who complete a rehabilitation

program will be re-tested in accordance with a program established by the SAP. An employee may voluntarily enter rehabilitation without a requirement of prior testing. The treatment and rehabilitation shall be paid for by the employee's group insurance policy. Any costs over and above the insurance coverage shall be paid by the Town for initial treatment and rehabilitation. Employees will be allowed to use, at their choice, accrued and earned leave, including sick leave, for the necessary time off required by the rehabilitation program.

4. If an employee tests positive during the twelve (12) month period following completion of the rehabilitation program, the employee shall be subject to disciplinary action as per Department Rules and Regulations and the employee shall be re-evaluated by the SAP to determine if the employee requires additional counseling and/or treatment. The employee will be solely responsible for any costs, not covered by the group insurance, which arise from any additional counseling or treatment. If an employee again tests positive during the subsequent twelve (12) month period the employee will be subject to discipline as per Department Rules and Regulations.
5. Any employee who refuses to submit to any ordered drug or alcohol testing as outlined in this policy or fails to report to the selected testing agency collection site for testing after being notified to do so shall be deemed to have violated this policy and shall be subject to a three (3) shift suspension without pay. Any Employee who refuses to submit to an additional random drug or alcohol test shall be subject to further progressive discipline up to and including termination.
6. Any employee who fails to report to the MRO within seventy-two (72) hours after being notified to do so shall be deemed to have violated this policy. Such conduct may also result in the MRO reporting a positive test result to the Fire Chief, in which case discipline shall be administered in accordance with this policy.
7. Similarly, any employee who fails to provide, within a reasonable period of time as determined by the MRO, any documentation requested by the MRO, shall be deemed to have violated this policy, and shall be subject to discipline in accordance with this policy. Such conduct may also result in the MRO reporting a positive test result to the Fire Chief, in which case discipline shall be administered in accordance with this policy.
8. Any employee who is reported as having a positive urinalysis drug test shall have the right to have the split sample in the possession of the selected testing agency sent to a lab of the employee's choice from a list of at least three (3) certified labs. All expenses associated with the urinalysis of the second sample shall be assumed by the employee if the positive test result is confirmed.

9. Once an employee successfully completes rehabilitation in the opinion of the SAP, the employee shall be returned to the employee's regular duty assignment. Once treatment and any follow-up care is completed, and three (3) years have passed since the employee completed a rehabilitation program, the employee's personnel file shall be purged of any reference to the drug problem.

VI. CONFIDENTIALITY

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

VII. UNION HELD HARMLESS

The Town of Fairfield assumes sole responsibility for the administration of this program and shall be solely liable for any legal obligations and costs arising out of the provisions and/or application this program. The Union shall be held harmless for violation of any worker rights solely arising from the administration of this drug testing program.

VIII. COSTS

Any and all costs related to the implementation of this policy and procedure, including the collection, delivery, testing or reporting of test results, shall be the responsibility of the Town except those costs expressly assigned to the employee under the terms of this policy and procedure.

All costs relating to the retention and use of the Testing Agency, Medical Review Officer, DER and EAP Coordinator, shall be assumed by the Town.

IX. REVIEW AND EVALUATION

A committee consisting of two (2) representatives designated by the Fire Chief, two (2) representatives designated by the Union, the Town Attorney and the Human Resources Director and DER shall meet once every calendar year in the month of January to review and evaluate the forgoing policy.

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

TOWN OF FAIRFIELD FIRE DEPARTMENT SUBSTANCE ABUSE POLICY

ATTACHMENT 1

DRUG TESTING COLLECTION PROTOCOL

Donor must show Connecticut MVD operator's license with picture ID.

Donor must remove excess clothing such as outer garments. Such determination will be made by the collection agency

Donor will wash and dry hands in the presence of the collection agent.

Donor will be given a sealed urine collection container, which will be opened by the donor.

Donor will produce urine in a private setting, unobserved.

Donor will observe the completion of the specimen label by the collection agent and either sign or initial the label.

Donor will observe the splitting of the collected sample.

Donor will observe the capping and sealing of the two samples with evidence tape and either sign or initial each sample.

Donor will have the urine sample(s) in their possession/observation until they have been sealed and signed or initialed.

TOWN OF FAIRFIELD FIRE DEPARTMENT SUBSTANCE ABUSE POLICY

ATTACHMENT 2

DRUG TESTING CHAIN OF CUSTODY

The urine container label must contain:

- Name of donor
- Date and time specimen was collected.
- Collector's name.
- Donor's signature or initials.

The urine container must be sealed with evidence tape, which must be:

- Placed over the top and down the sides of the container covering the label edges.
- Must be intact with no evidence of tampering.

The chain of custody form must be completed and contain:

- Name of donor.
- Agency requesting collection.
- Recorded temperature.
- Donor signature.
- Collector's signature (date and time documented).
- Courier's name and signature (date and time documented) if applicable.
- Name and signature of person at lab who received and recorded sample (date and time documented).

TOWN OF FAIRFIELD FIRE DEPARTMENT SUBSTANCE ABUSE POLICY

ATTACHMENT 3

EMPLOYEE CONSENT AND RELEASE FORM FOR SUBSTANCE ABUSE PROGRAM

I acknowledge that I have received a copy of, have been duly informed, and understand the Town of Fairfield Fire Department Substance Abuse Policy. I have been provided with information concerning the impact of the drug and alcohol use on job performance. In addition, I have been informed on how the random drug testing procedures, the reasonable suspicion testing procedures and the consequence of testing positive for drug or alcohol use.

I have been informed of the Town of Fairfield Employee Assistance Program. I understand that if I voluntarily come forward and ask for assistance to deal with a drug or alcohol problem through the Employee Assistance Program, my employer will not discipline me. I understand that once I have exercised this option I can no longer voluntarily come forward if I am called on again for random testing in the future.

I understand how drug and alcohol tests are conducted and further understand that urinalysis drug tests are medical tests that are conducted under the auspices of a Medical Review Physician. I understand that the Medical Review Officer will review and interpret any positive urinalysis test results, and that I will have an opportunity to be interviewed by the Medical Review Physician to review my status, my medical history and any relevant biomedical factors prior to the Town of Fairfield being informed that I failed a drug test.

I understand that a confirmed positive test for alcohol or illegal or unauthorized drugs will result in my referral to the Town of Fairfield Employee Assistance Program and that I will be required to complete a rehabilitation program. No disciplinary action will be taken against me unless I refuse to take a drug or alcohol test, refuse the opportunity for rehabilitation, fail to complete a rehabilitation program successfully, or again test positive for drugs or alcohol within one (1) year of completing an appropriate rehabilitation program. I understand that such disciplinary action, as described herein, may include dismissal from the Town of Fairfield Fire Department. I also understand that by signing this consent and release form I am not waiving any of my rights under the collective bargaining with the Town.

Print Employee Name

Employee Signature

Date

A COPY OF THIS CONSENT & RELEASE FORM SHALL BE PROVIDED TO THE EMPLOYEE

APPENDIX "C" – HIRING GUIDELINES

Section 1

In return for the Union's willingness to handle a part of the hiring process for overtime, the Town agrees to assume the responsibility for any hiring errors or omissions.

Section 2

The policy for hiring for vacations is as follows:

- a. Vacation shall be assured and guaranteed to one (1) Assistant Chief, two (2) lieutenants, and three (3) firefighters on the vacation list as prescribed by the contract, except that whenever any member submits a request for vacation on any paid holiday (as defined in Article XI, Section 2), and no replacement can be hired, this member must work this holiday.
- b. The Department shall attempt to hire for as many more people as possible that request vacation.
- c. Vacation "in lieu of holiday" shall have the least priority of all leaves. Said "in lieu of" shall not be canceled or bumped once replacements have been hired.
- d. Vacation in lieu of holiday shall be taken during the months of July or August only after all vacation leave has been EXPENDED.
- e. A Firefighter, Lieutenant, or Assistant Chief may request vacation at any time with no time limit; however, if last minute requests would result in mandatory overtime the request shall be denied.

Section 3

Openings for overtime shall be filled in the following manner:

Overtime For ---	Shall be offered to	1st	2nd	3rd
"A"		"D"	"B"	"C"
"B"		"C"	"A"	"D"
"C"		"B"	"D"	"A"
"D"		"A"	"C"	"B"

In the event the hiring process does not fill all vacancies, the following shall take place:

- a. The guaranteed positions on the vacation list shall remain.
- b. Mandatory overtime shall be assigned using reverse seniority within the platoon. When a member works mandatory overtime, they shall not be eligible for mandatory overtime again until all eligible members of the platoon have worked their time. This reverse seniority shall renew annually, beginning with hiring done on December 1. (Note: The mandatory fill-in

person shall be responsible for the position. Swaps will be allowed but must follow the prescribed procedure as written in this contract., except that the twenty- four hour rule shall be waived for mandatory positions of less than twenty-four (24) hours notice.)

- c. If mandatory overtime places an individual in violation of the thirty-eight (38) hour rule, the next person on the reverse seniority list shall be required to fill the position. Members scheduled for vacation concurrent or contiguous to such mandatory overtime if, and only if, these vacation picks were original April vacation picks chosen for three consecutive shifts.
- d. Mandatory overtime shall be within employment classification.
- e. Members who are beyond the guaranteed positions on the vacation list shall not be considered off-duty until their replacements have been secured. It will be the responsibility of these members to see that their positions have been filled before being released from duty obligations. Once replacements have been secured, last minute vacancies shall be filled by mandatory overtime and not cancellation of leave.
- f. When a member works mandatory overtime, overtime hiring cards shall not be rotated.
- g. Hiring lists for Lieutenants shall be for two (2) platoons, i.e. A&C list and B&D list. Assistant Chief's hiring list shall be a single department-wide list.
- h. Personnel assigned to steady day positions shall be on the mandatory overtime list for any box that their hiring card is in.

Section 4

Hiring for Christmas Eve, Day and Night shall be done in the following manner:

- a. All three off-duty platoons shall be offered the opportunity to work.
- b. Any vacation requests not hired for will be canceled.
- c. After hiring list has been created and replacements have been secured, last minute openings shall be filled by mandatory overtime, not cancellation of vacation.

Section 5

Attempts to hire for more than one (1) Assistant Chief, two (2) Lieutenants, and three (3) Firefighters requesting vacation shall be as follows:

- a. Hiring shall be limited to the three (3) off-duty platoons.
- b. If replacements cannot be secured from the ranks of the three (3) off-duty platoons, their vacation shall be canceled.

Section 6

To fill a vacancy where no “mandatory overtime” personnel are available, the Town shall “hold over” as many personnel as needed.

- a. For purposes of this section a seniority list shall be established and hold-over personnel shall be taken from this list.
- b. Persons working overtime shall maintain their own seniority as a member of that platoon.
- c. Persons working a swap shall maintain the seniority of the member they are replacing.
- d. Persons going off-duty on previously approved leave shall not be subject to hold-over.
- e. All hold-overs shall be within employment classification.

Section 7

- a. It shall be the responsibility of the employee to report for mandatory duty until they are released from that obligation by the hiring officer.
- b. No member shall be required to work mandatory overtime until all off-duty personnel have been offered said overtime with no result according to the presently accepted procedure of offering overtime. If mandatory overtime is instituted without all personnel being offered the opportunity to work, the first person not afforded said opportunity to work shall be compensated as if they had worked said overtime.
- c. When mandatory overtime appears imminent, the hiring officer shall notify the required employee(s) of such situation. He shall also notify the employee as soon as possible when they are released of the obligation of mandatory overtime.
- d. Any member who reports for overtime shall not be dismissed from the tour of duty because of an error of the hiring officer.
- e. In the event of a hiring error, the Town and the Union shall attempt to apply a remedy where conditions and time permit. Hiring officers shall not award “two picks” to a member as compensation for hiring errors.
- f. The above guidelines shall apply to the “Short Shift Box”.

Section 8– HIRING PROCEDURES

- a. Each card will be numbered and remain in numerical sequence. Cards must be used for all hiring and the proper entry made on each. All hiring shall be done from the Assistant Chief’s office at Station Two. The hiring box and cards shall remain in said office at all times for security reasons

- b. Hiring will be done the first night for the following two Day and Night shifts as close to 1800 hours as possible. Openings for officers shall be hired first.
- c. Every time a card comes up the employee will be called, provided they have not already refused to work on the dates available. If an employee has refused and changes their mind, they must notify the hiring officer.
- d. When personnel are on extended leave they need not be called for overtime until they notify the Chief's office of the date they are able to return to duty.
- e. Hiring for night shift openings shall not commence until 1500 hours. Hiring for next day openings for off-duty personnel shall not commence until 2100 hours. Hiring will cease forty-five (45) minutes prior to the commencement of the shift for which mandatory overtime is required.
- f. It is the joint responsibility of each man and the hiring officer to make it known if the thirty-eight (38) hour rule will be violated.
- g. Shifts of ten (10) and fourteen (14) hours will be hired before short shifts.
- h. The hiring officer must offer each man the complete list of openings for each date to be hired.
- i. If there is an opening at the beginning of a tour of duty caused by a no-show or hiring error, the short-shift box shall be used instead of the regular shift box.
- j. The Assistant Chiefs will do all the hiring.

Section 9

- a. One phone number allowed per hiring card. No pagers, either personal or department issued, shall be used for hiring with the exception of members on duty at the time of hiring.
- b. No answering machines shall be used for hiring.
- c. When not on an approved leave, hiring notes are limited to covering eight (8) consecutive calendar days, starting the date the note is placed on the card.
- d. Only notes on the form approved by the Chief shall be acceptable.
- e. The Chief reserves the right to limit the use of hiring notes by employees.

Section 10

Should a firefighter or officer be denied overtime due to a hiring error, the following shall apply: upon an affirmative resolution of the hiring grievance, the employee shall be offered

the next available overtime equivalent to the hiring error on the next day or night shifts for which they are eligible to work; this shall not affect their card position in the hiring box.

Section 11

Either party may request the re-opening of discussions to correct any and all procedural defects in the above guidelines.

APPENDIX “D” – GENERAL SELECTION CRITERIA FOR LATERAL MOVEMENT & JOB DESCRIPTIONS

The Local requested a general statement regarding the method of selection and movement of personnel within rank. This type of movement would occur within the rank of Assistant Chief for the positions of Fire Marshal and Training Officer. Within the rank of Lieutenant this type of movement would occur for the position of Fire Prevention Lieutenant. Within the rank of Fire fighter this type of movement would occur for the position of Fire Prevention Inspector. Not included is the movement of personnel from platoon to platoon or (in the case of company officers) from apparatus to apparatus. This is a general statement and not meant to be comprehensive in scope or application.

STEP ONE: Opening exists by vacancy, request for transfer or administrative decision to transfer.

STEP TWO: Requests made to fill vacancy by personnel in same rank.

STEP THREE: Job description minimum requirements in education, experience and training evaluated.

STEP FOUR: From available personnel left after steps one thru three, evaluation on following criteria (not in priority order):

- a. “Desirable knowledge, skill and abilities” (from job descriptions) evaluated.
- b. Past performance.
- c. Overall needs of the department (may be needed more in another position).
- d. Confidence of superiors

STEP FIVE: Position filled by Chief.

CAVEAT: If no requests to fill the position are received or no one successfully completes the selection process, the Chief may make a transfer of a person of the same rank who meets the requirements of the job description, even if such person did not request transfer to the position. Such transfer will be the “lowest senior” person in that rank. If there is an actual vacancy in the position, an alternative to this could be filling the position by promotion.

Personnel who receive lateral transfer as described herein shall remain in their assigned position for a minimum of three years before requesting transfer, unless that individual is either reassigned by mutual agreement of the Chief and the individual, promoted, or retired. All training for attaining and maintaining required certifications shall be at the cost of the Town.

ASSISTANT CHIEF-TRAINING:

NATURE OF WORK: Under the direction of Chief and Deputy Chief, the Assistant Chief-Training develops and implements training programs, training schedules and reports. Supervises the training facility and equipment. May be assigned additional duties related to the functions of the Training Division.

ILLUSTRATIVE DUTIES:

- Develops and implements an ongoing training program for personnel of the Fairfield Fire Department.
- Ensures adequate training of new personnel and certifies recruits for permanent status.
- Makes evaluations of personnel performance relating to training as required by Chief or Deputy Chief.
- Keeps all records relating to the training of personnel.
- Responsibility for reporting conditions in need of attention at the fire training facility to the Deputy Chief or Chief.
- Coordinates the uses of the fire training facility of the department.
- Makes written reports to the Deputy Chief and Chief for presentation to the Fire Commission, or for other purposes, as requested.
- May delegate training (especially "in-house" programs) to other personnel through the Deputy Chief or Chief.

DESIRABLE KNOWLEDGE, SKILLS AND ABILITIES: An Assistant Chief-Training should have:

- Considerable knowledge of the statutes and regulations governing the fire service and the operation of the Town of Fairfield.
- Ability to prepare comprehensive training schedules and make written reports.
- Ability to evaluate the work of others.
- Excellent oral and written skills.
- Ability to deal effectively and impartially with subordinates and associates.
- Thorough knowledge of modern firefighting principles, practices and procedures, including knowledge of fire department hydraulics.
- Thorough knowledge of the Fire Department's Rules and Regulations.
- Thorough knowledge of the principles and practices involved in instructing and training members of the fire department and ability to apply them to specific training problems.

EDUCATION, EXPERIENCE AND TRAINING: An Assistant Chief-Training shall have at least three (3) years of time in grade as a Lieutenant.

- Must successfully complete and maintain State Fire Marshal certification as a condition of holding the position.

ASSISTANT CHIEF-FIRE MARSHAL:

NATURE OF WORK: Fulfills statutory responsibilities of Fire Marshal in Connecticut. Under the direction of the Chief, provides public education activities and coordinates inspection program.

ILLUSTRATIVE DUTIES:

- Supervises the activities and personnel in the Fire Prevention Division.
- Coordinates and delegates duties to the Fire Suppression Assistant Chiefs where appropriate, through the Chief.
- Responsible for all statutory duties of the Fire Marshal's office.
- Develops and implements a comprehensive public education program.
- Maintains records and functions required under Local, State or Federal legislation, including hazardous materials, SARA or other such regulations.
- Performs other functions related to the Fire Prevention Division at the discretion of the Chief.

DESIRABLE KNOWLEDGE, SKILLS AND ABILITIES: An Assistant Chief-Fire Marshal should have:

- Considerable knowledge of the relationship between the Fire Department and other Town, State and Federal departments and agencies.
- Thorough knowledge of the statutes and regulations governing the Fire Marshal's office as well as Town, State and Federal statutes and regulation relating to the functioning of the Fire Prevention Division (including FEMA, SARA, etc).
- Ability to organize, direct and evaluate the work of others.
- Considerable ability to prepare comprehensive written reports.
- Excellent oral and writing skills.
- Ability to deal effectively and impartially with subordinates, associates and public.
- Thorough knowledge of applicable building and fire codes.
- Considerable knowledge of public education programs and the ability to develop and implement them.

EDUCATION, EXPERIENCE AND TRAINING: An Assistant Chief-Fire Marshal shall have at least three (3) years of time in grade as a Lieutenant.

- Must successfully complete and maintain State Fire Marshal certification as a condition of holding this position.

ASSISTANT CHIEF-FIRE SUPPRESSION:

NATURE OF WORK: Under the direction of the Chief and Deputy Chief, the Assistant Chief- Fire Suppression is in command of the fire suppression personnel on the shift, their equipment, responses and activities. Coordinates programs relating to Fire Prevention and Training Divisions as assigned by Chief or Deputy Chief.

ILLUSTRATIVE DUTIES:

- Supervises the fire suppression personnel on the shift.
- Responds to all structure alarms, all Special Call Alarms and all alarms greater than single engine response.
- Officer-in-charge at all fire suppression responses (including EMS, fire emergency and service calls) until the arrival of a superior officer (Deputy Chief, Chief).
- Reviews and forwards reports of incidents on his shift to the Deputy Chief, or Chief, in a timely manner.
- Inspects each station, each shift, to insure operational readiness of personnel and equipment. Refers noted deficiencies and problems to Deputy Chief, or Chief, for resolution.
- Takes immediate supervisory action on the shift only when absolutely necessary to insure effective departmental operations. Reports same as soon as practical to Deputy Chief or Chief.
- Hires personnel necessary, according to the contract for all openings following written procedures issued by the Chief or Deputy Chief.
- Participates in Fire Prevention and Training Activities as assigned by the Chief or Deputy Chief.
- Evaluates personnel in his/her command as to performance (in areas of the Assistant Chief's responsibility).

DESIRABLE KNOWLEDGE, SKILLS AND ABILITIES: An Assistant Chief-Fire Suppression should have:

- Considerable knowledge of the relationship between the Fire Department and other Town, State and Federal departments and agencies.
- Considerable knowledge of the statutes and regulations governing the fire service.
- Ability to organize, direct and evaluate the work of others.
- Considerable ability to prepare written reports.
- Good oral and writing skills.
- Ability to deal firmly, effectively and impartially with subordinates, associates and with the public.
- Thorough knowledge of modern firefighting principles, practices and procedures, including knowledge of fire department hydraulics.
- Working knowledge of the principles and practices involved in instructing and training members of the Fire Department and ability to apply them to

specific training problems.

EDUCATION, EXPERIENCE AND TRAINING: An Assistant Chief-Fire Suppression shall have at least three (3) years time-in-grade as a Lieutenant.

- Must successfully complete and maintain State Fire Marshal certification as a condition of holding the position (current Assistant Chiefs who do not hold this certification will be sent to course, but are “grandfathered” from this requirement).

LIEUTENANT-DEPUTY FIRE MARSHAL:

NATURE OF WORK: Fulfills statutory responsibilities of Deputy Fire Marshal in Connecticut. Under the direction of the Fire Marshal, assists with public education activities and inspection program.

ILLUSTRATIVE DUTIES:

- Responsible for those statutory duties of the Fire Marshal's office which are delegated by the Fire Marshal.
- Assists in implementing a comprehensive public education program.
- Assists in maintaining records and functions required under Local, State or Federal legislation, including hazardous materials, SARA or other such regulations.
- Performs other functions related to the Fire Prevention Division at the discretion of the Fire Marshal.

DESIRABLE KNOWLEDGE, SKILLS AND ABILITIES: A Lieutenant-Deputy Fire Marshal should have:

- Knowledge of the relationship between the Fire Department and other Town, State and Federal departments and agencies.
- Knowledge of the statutes and regulations governing the Fire Marshal's office as well as Town, State and Federal statutes and regulation relating to the functioning of the Fire Prevention Division (including FEMA, SARA, etc).
- Ability to organize, direct and evaluate the work of others.
- Ability to prepare comprehensive written reports.
- Excellent oral and writing skills.
- Ability to deal effectively and impartially with subordinates associates and public.
- Knowledge of applicable building and fire codes.
- Knowledge of public education programs and the ability to develop and implement them.

EDUCATION, EXPERIENCE AND TRAINING:

A Lieutenant-Deputy Fire Marshal shall have at least five (5) years of time in grade as a Firefighter.

- Must successfully complete and maintain State Fire Marshal certification as a condition of holding this position.

LIEUTENANT-FIRE SUPPRESSION:

NATURE OF WORK: In charge of apparatus assigned and its crew. Directs activities in absence of superior officer. General supervision of station house during shift.

ILLUSTRATIVE DUTIES:

- In charge of the apparatus assigned to him/her and its crew.
- In command of the crew(s) responding until the arrival of a superior officer.
- In charge of the station house where the apparatus is assigned, for the purposes of control during the shift and reporting problems or deficiencies noticed during the shift (reports made to Assistant Chief-Fire Suppression, who forwards to Deputy Chief/Chief for action).
- Supervises routine maintenance activities at the station assigned.
- Implements training program, as delegated by Assistant Chief.

DESIRABLE KNOWLEDGE, SKILLS AND ABILITIES: A Lieutenant-Fire Suppression should have:

- Knowledge of the statutes and regulations governing the fire service and the operation of the Town of Fairfield.
- Ability to organize, direct and evaluate the work of others.
- Good oral and writing skills.
- Ability to deal firmly, effectively and impartially with subordinates, associates and with the public.
- Thorough knowledge of modern firefighting principles, practices and procedures, including knowledge of fire department hydraulics.
- Thorough knowledge of the Fire Department's Rules and Regulations.
- Ability to implement training programs.

EDUCATION, EXPERIENCE AND TRAINING: A Lieutenant-Fire Suppression shall have at least five (5) years of time in grade as a Fire fighter.

FIRE FIGHTER-FIRE INSPECTOR:

NATURE OF WORK: Fulfills statutory responsibilities of Fire Inspector in Connecticut. Under the direction of the Fire Marshal and Deputy Fire Marshal, assists with public education activities and inspection program.

ILLUSTRATIVE DUTIES:

- Responsible for those statutory duties of the Fire Marshal's office which are delegated by the Fire Marshal or Deputy Fire Marshal.
- Assists in implementing a comprehensive public education program.
- Assists in maintaining records and functions required under Local, State or Federal legislation, including hazardous materials, SARA or other such regulations.
- Performs other functions related to the Fire Prevention Division at the discretion of the Fire Marshal and Deputy Fire Marshal.

DESIRABLE KNOWLEDGE, SKILLS AND ABILITIES: A Fire Fighter-Fire Inspector should have:

- Knowledge of the relationship between the Fire Department and other Town, State and Federal departments and agencies.
- Knowledge of the statutes and regulations governing the Fire Marshal's office as well as Town, State and Federal statutes and regulation relating to the functioning of the Fire Prevention Division (including FEMA, SARA, etc).
- Ability to prepare comprehensive written reports.
- Excellent oral and writing skills.
- Ability to deal effectively and impartially with associates and public.
- Knowledge of applicable building and fire codes.
- Knowledge of public education programs and the ability to develop and implement them.

EDUCATION, EXPERIENCE AND TRAINING:

Must successfully complete and maintain State Fire Marshal certification as a condition of holding this position.

FIRE MASTER MECHANIC

NATURE OF WORK: The Fire Master Mechanic is responsible for directing and performing a variety of skilled work in the repair, overhaul, preventative maintenance and operational readiness of public safety equipment, including fire apparatus and marine equipment. The Master Mechanic has reports to the Chief of the Department and has immediate supervision over other Fire Mechanic(s).

EXAMPLES OF DUTIES:

- Plan and schedule Fire Department's maintenance, both preventative and discretionary.
- Manages the repair all fleet operations by the Fire Department and related automotive and marine equipment.
- Maintains all records, repair and testing of Fire Department equipment and accessories.
- Maintains all hose records and the repair-damaged sections.
- Maintains inventory of all small appliances, repair parts as needed.
- Maintain inventory of all tools, parts, tires, and fluids used in the daily operations.
- Responsible for annual aerial and ground ladder testing.
- Submit Capital Improvement Program items as they relate to the apparatus division.
- Submit annual budget requests for the apparatus division.
- Recommends and specifies new equipment and procedure for the safe operation of apparatus, equipment, and appliances.
- Supervises third-party service providers' contracts and purchase orders, negotiates the timely and most cost-effective delivery of third-party services, validates the delivery of services and authorizes the payment of invoices.
- Assist and evaluates the training of Fire Department personnel in the safe operation of the Department's heavy apparatus and various power equipment.
- Available on-call 24 hours a day / 7 days a week if required to address road side assistance and supports fire/rescue operations with on scene emergencies.
- Performs data entry with computer systems for record-keeping, bill paying and inventory purposes.
- Performs related work as directed by the Fire Chief or his appointed designee.

KNOWLEDGE, SKILLS AND ABILITIES:

- Ability to create, maintain records and documentation.
- Considerable knowledge of the mechanics and operating principals of both diesel and gas internal combustion engines, pressure pumps, and hydraulics.
- Knowledge and ability to perform a variety of repair, overhaul, preventative maintenance, and operational readiness of public safety equipment.
- Ability to complete tasks in a timely manner.
- Maintain effective preventive maintenance programs, policies, and procedures.
- Ability to carry out assigned projects to their completion.
- Ability to properly supervise lower level staff.

- Ability to assist with the development of specifications for new fire apparatus and equipment.
- Ability to assign tasks or responsibilities to lower level mechanics.
- Must provide own tools.
- Ability to follow verbal and written instructions.
- Ability to communicate clearly both orally and verbally.
- Ability to manage inventory of parts and supplies and complete necessary purchase orders to maintain needed inventory levels.

PHYSICAL DEMANDS AND WORKING ENVIRONMENT: Work requires bending, standing, stooping, lifting, and reaching for long periods. Employee must regularly lift and/or move up to 25 pounds, occasionally lift and/or move up to 50 pounds.

MINIMUM QUALIFICATIONS:

- Five years in automotive and truck maintenance and repair, including significant diesel, water pump, electrical, and hydraulic system experience.
- Possession of a valid CDL – B driver’s license or Q endorsement with acceptable driving record.

PREFERRED QUALIFICATIONS:

- Certification by A.S.E. in the following fields as required for EVT III: T-1 Truck, Gasoline Engines
- T-7 Heating and Air Conditioning
- Completion of EVT certification for: F-5 Aerial Fire Apparatus
- F-6 Allison Automatic Transmissions
- CT Fire Fighter 2 Certification

FIRE MECHANIC

NATURE OF WORK: The Fire Mechanic is responsible for performing a variety of skilled work in the repair, overhaul, preventative maintenance and operational readiness of public safety equipment. The position reports directly to the Fire Mechanic.

EXAMPLES OF DUTIES:

- Performs preventive maintenance, such as, but not limited to tune-ups, oil changes, lubrication, etc. on vehicles and marine assets in the fire service.
- Performs minor and major repair to engines, clutches, transmissions, drivelines, axles, air and hydraulic brakes, suspensions, air conditioning and electrical systems on fleet equipment.
- Repairs of hydraulic and/or diesel systems, fire pumps, related controls and piping, sheet metal work, gas and electric welding, minor body repair and spot repairing, ground ladder maintenance, portable rescue and salvage equipment, communications equipment. Any other repairs and maintenance as required.
- Repairs fire/rescue equipment including but not limited to saws, nozzles, station and apparatus generators, vehicle exhaust systems and breathing air compressors.
- Attends various service schools and training seminars as assigned from time to time.
- Available on-call 24 hours a day / 7 days a week if required to address road side assistance and supports fire/rescue operations with on scene emergencies
- Performs data entry with computer systems for record-keeping, bill paying and inventory purposes.
- Organizes and maintains the stock storage area.
- Installs specialized equipment such as emergency lighting, two-way radios, key security systems, modems, GPS systems, computers, mobile phone, mobile data mounts.
- Maintains shop equipment and work space cleanliness.
- Performs other duties as deemed necessary by Fire Master Mechanic.
- Acts as the Fire Master Mechanic in his/her absence.

KNOWLEDGE, SKILLS AND ABILITIES:

- Considerable knowledge of the mechanics and operating principals of both diesel and gas internal combustion engines, pressure pumps, and hydraulics.
- Knowledge and ability to perform a variety of repair, overhaul, preventative maintenance, and operational readiness of public safety equipment.
- Maintain effective preventive maintenance programs, policies, and procedures.
- Ability to carry out assigned projects to their completion.
- Must provide own tools.
- Ability to follow verbal and written instructions.
- Ability to communicate clearly both orally and verbally.

PHYSICAL DEMANDS AND WORKING ENVIRONMENT: Work requires bending, standing, stooping, lifting, and reaching for long periods. Employee must regularly lift and/or move up to 25 pounds, occasionally lift and/or move up to 50 pounds.

MINIMUM QUALIFICATIONS: Three years in automotive and truck maintenance and repair, including significant diesel, water pump, electrical, and hydraulic system experience.

PREFERRED QUALIFICATIONS:

- Possession of a valid CDL – B driver’s license with acceptable driving record;
- Certification by A.S.E. in the following fields in addition to those required for EVT I: T-2 Truck, Diesel Engines
- T-3 Truck, Drive Train
- T-6 Truck, Electrical Systems
- Completion of E.V.T. certification for: F-3 Fire Pumps and Accessories
- F-4 Fire apparatus Electrical Systems
- CT Fire Fighter 2 Certification

APPENDIX "E" –ALCOHOL ABUSE

WHEREAS, the Town of Fairfield, the Fairfield Firefighters Association, Local 1426, I.A.F.F. recognize that the abuse of alcohol is an illness and has become a serious problem in our society and in all professional fields, and

WHEREAS, the abuse of alcohol can adversely affect the performance of firefighters and threaten their image and public confidence and safety, and

WHEREAS, the Town and the Fairfield Firefighters Association, Local 1426, I.A.F.F. have agreed that the abuse of alcohol is inconsistent with the effective performance of a firefighter;

NOW, THEREFORE, in order to assure the highest level of service to the people of Fairfield, to protect brother and sister firefighters, and to help firefighters with the problem with which they may need assistance, the Town and the Union agree to the following:

1. The prohibition of the use of alcohol at the workplace by all employees with the exception of authorization by the Fire Chief.

2. The requirement that no on duty employee be under the influence of alcohol at the workplace.

3. The requirement that no on-duty personnel have at any time any detectable odor and/or smell of alcohol on their breath.

4. When and if any of the three conditions listed above occur, the following actions will take place:

5. The employee shall be removed from their response or other duty assignment, and a replacement shall be hired.

6. The Union representative on duty shall first be informed of the situation. If no union representative is on duty, a union official, designated by the union, will be called at the request of the employee.

7. The employee shall be offered the opportunity to be tested for alcohol by blood or breathalyzer as agreed to by the parties. Failure to participate in the authorized testing will be construed as an admission of guilt.

8. Any testing will take place as soon as possible after probable cause has been determined, and the employee and union will cooperate in the testing procedures.

9. If the test results are positive the affected employee shall be sent home on sick leave. If there is any doubt about the affected employee's ability to safely and/or legally go home on their own, this shall constitute an extenuating circumstance which will be dealt with on a case by case basis. If the test results are negative the employee shall be reinstated with no loss of pay.

10. In the event the test results are positive the Employer will request a meeting with the employee and Union. The meeting shall be held within twenty-four (24) hours of written charges being filed with the employee. A copy of the written charges will be given to the employee along with supporting information available at that time. The Union shall receive a copy of same.

11. If the test results confirm the presence of alcohol at a level of .04 or higher and it is the first offense, the employee will be advised to consider utilizing an accredited Employee Assistance Program. Further, the employee will receive disciplinary action of a three (3) shift suspension without pay.

12. Each employee has the right to challenge the results of the alcohol abuse testing through the grievance procedure along with any disciplinary action taken by the Employer.

13. In the event the employee has a second proven offense concerning alcohol abuse, steps one through six as listed above shall be followed. If the test results confirm the presence of alcohol at a level of .04 or higher, the employee will be offered a "firm choice" between rehabilitation or adverse personnel actions up to and including discharge. The rehabilitation choice will include enrolling in an accredited Employee Assistance Program for the purpose of counseling, treatment and other appropriate actions as selected by the counseling agency for the purpose of helping the employee deal with their problem.

14. The employee shall complete the agreed upon programs, both in-patient and follow-up therapy and programs. Failure to comply with any of the above mentioned provisions shall be grounds for immediate discharge

15. The employee shall be placed on probation for a period of one (1) year from the date of release to work until the expiration of one (1) year. The probationary period shall apply only to the issue of alcohol abuse. Any violation of the probationary period shall result in termination for cause.

16. Any employee who voluntarily seeks assistance and/or treatment for a problem involving alcohol abuse will be provided the appropriate counseling and medical assistance. Voluntary assistance shall not apply to the second offense as described in the above listed Steps 9 and 10. Confidentiality must be maintained throughout the process. It is incumbent upon all parties and individuals involved in the process to not reveal any of the details or particulars. It is also recognized that anyone knowingly bringing false charges against an individual will be subject to disciplinary action and/or legal action by the accused.

The Town of Fairfield shall hold the Union harmless for any alleged violation of workers' rights arising from the administration of the alcohol abuse testing program.

This agreement on alcohol abuse is in no way intended to supersede or waive any federal or state laws or an employee's constitutional rights.