



# Collective Bargaining Agreement

Between

City of Stamford

and

The Stamford Professional Fire Fighters

Association,

Local #786 of the International

Association of Fire Fighters

July 1, 2005 – June 30, 2009

(As Amended)



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## **AGREEMENT**

As a result of negotiations, this AGREEMENT is made, by and between the CITY OF STAMFORD, hereinafter referred to as the "CITY" and LOCAL 786, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, hereinafter referred to as the "UNION". This agreement is hereinafter referred to as the "Agreement" and whenever used in here the term "Department" shall mean the Fire and Rescue Department of the City of Stamford identified in Chapter 44 of the Charter for the City of Stamford, Connecticut.

## **WITNESSED**

That in order to maintain and promote a harmonious relationship between the City of Stamford and such of its employees who are within the provisions of this agreement and in order that more efficient and progressive public service may be rendered, it is hereby agreed as follows:

## **ARTICLE I** **RECOGNITION**

The City hereby recognizes the Union as the sole and exclusive representative and bargaining agent for the bargaining unit, consisting of all uniformed and investigatory positions within the Stamford Fire and Rescue Department, except that of Assistant Chief(s), and Chief of the Department.

## **ARTICLE II** **PAYROLL DEDUCTION OF UNION FEES AND UNION DUES**

1. All employees who are members of the Union in good standing as of the effective date hereof shall, as a condition of employment maintain their membership in the union in good standing for the duration of this agreement. All persons who become employees after the effective date hereof and any employees who are otherwise covered by this agreement shall, as a condition of employment, become and thereafter remain a member of the Union in good standing for the duration of this agreement.
2. The City shall weekly deduct Union dues, initiation fees and assessments for Union death benefits from the earned wages of each employee in such amount as determined by the Union, provided that no such deduction shall be made from any employee's wages except when authorized by him on an appropriate form which must be submitted to the City. The total amount of deductions shall be promptly remitted each week by the City to the Treasurer of the Union.

3. The Union agrees to indemnify and hold harmless the City for any loss or damage arising from the operation and execution of this Article.

**ARTICLE III**  
**EMPLOYEES TO RECEIVE COPIES OF THE CONTRACT**

The City, at its sole cost and expense, shall furnish the Union with two hundred and fifty (300) copies of this Agreement within forty-five (45) days of the effective date hereof, excluding any period of retro-activity, if applicable.

**ARTICLE IV**  
**BULLETIN BOARDS**

The City shall provide, replace as needed and permit the Union's use of bulletin boards located in the respective Fire Houses for the posting of notices concerning Union business and activities.

**ARTICLE V**  
**DISCIPLINARY ACTION**

1. No permanent employee shall be removed, dismissed, discharged, suspended, fined, reduced in rank or disciplined in any other manner except for just cause.
2. If any employee is disciplined and in the judgment of such employee this action is taken by an Officer of the Department without just cause, the employee may, no later than seven (7) days after such action, appeal in writing to the Director of Human Resources, or his designee. If no decision is made after fifteen (15) days of that meeting, the Union may, no later than ten (10) days thereafter, submit such dispute for arbitration to the American Arbitration Association (AAA), under its Rules and Procedures. In addition to all disciplinary grievances, the Union and the City shall each have the ability to utilize the services of the American Arbitration Association for three (3) non-disciplinary grievances per year. The electing party will notify the other, in writing, of its desire to utilize the AAA at the time the grievance is to be sent to arbitration. Should neither side elect to use AAA, the grievance will be forwarded to the Connecticut State Board of Mediation and Arbitration for resolution. Any other grievances may be heard through AAA, upon mutual agreement of the parties. The withdrawal by either party, of an AAA grievance, prior to a decision being rendered, shall not count as an election of AAA.
3. By mutual agreement between the Union and the City the time frame for the steps in the disciplinary action can be waived. They will not exceed thirty (30) days.
4. The decision of any such arbitrator shall be final and binding on all parties, and may be enforced by proper action in any court of competent jurisdiction. Said arbitrator shall have the power to uphold the action of the City or to rescind or modify such action, and such power shall include but shall not be limited to the right to reinstate a suspended or discharged employee with back pay.

5. Nothing contained herein shall prevent an employee from presenting their own grievance and representing them self, up through the step preceding arbitration, however, only the Union can proceed to arbitration.
6. The parties agree that the disciplinary process outlined above supersedes and replaces all disciplinary procedures set forth in the Civil Service Personnel Procedures.

## **ARTICLE VI** **GRIEVANCE PROCEDURE**

1. If any dispute shall arise between the Union and the City or the Department in connection with the construction, interpretation, validity or performance of this agreement, the party seeking adjustment of such dispute shall submit a written statement thereof to the Chief of the Fire Department or the President of the Union as the case may be. Within ten (10) days after receipt of any such statement, the matter shall be discussed between representatives of the Union and the Chief or a person delegated by him for the purpose of attempting to resolve the dispute.
2. Any dispute not settled within fifteen (15) days after the matter shall have been submitted to the President of the Union, the Union will meet with the Director of Human Resources, or his designee, if no decision is reached in fifteen (15) days such dispute may be submitted to arbitration in the manner provided for and upon the same terms and conditions as those provided for and upon the same terms and conditions as those provided for the arbitration of disputes with respect to disciplinary action in Article V hereof.
3. Days referred to in this Article shall mean calendar days except that legal holidays shall not be considered as calendar days.

## **ARTICLE VII** **UNION BUSINESS LEAVE**

1. The five (5) employees of the Union Negotiating Committee shall be granted leave from duty with full pay for all meetings between the City and the Union for the purpose of all negotiations. When such meetings take place at a time during which employees are scheduled to be on duty such duty requirements shall be relieved.
2. One (1) employee of the Union Grievance Committee and the Union President shall be granted leave from duty with full pay for all joint meetings between the Chief of the Department, the Director of Human Resources, and arbitration hearings for the purpose of processing disputes and grievances, when such meetings take place at a time during which such employees are scheduled to be on duty.
3. Such officers and employees of the Union, as may be designated by the Union, shall be granted leave from duty with pay for the Union's business such as attending labor

conventions and educational conferences. The total leave for the purposes set forth in this section shall not exceed twenty (20) working shifts in any fiscal year unless the Chief of the Department shall determine, in his sole discretion, that any such leave in excess of twenty (20) working shifts in any fiscal year requested by the Union will benefit or be in the best interests of the Department as well as the employees involved. Such requests shall not be unreasonably denied by the Chief.

4. The City of Stamford agrees to provide “Stamford Fire Fighters, Local 786, International Association of Fire Fighters” with space in the upper portion of the turn-out gear room for the purpose of adding a Union Office. The office to be built in compliance with all local and state Building and Fire Safety Codes. The plans of said office to be approved by the Chief of the Department. The total cost of all construction to be borne by Local 786.

The office shall be suitably secured at all times, except when occupied. The office shall be accessible to maintenance personnel at such times as may be required. Keys to said office shall be given to the President, Vice-President, Secretary, Treasurer and Legislative Representative only, unless otherwise approved in writing by the President of Local 786. The office shall be equipped with a suitable number of electrical outlets, telephone jacks, and lighting fixtures and shall be air conditioned; the cost of electricity to be borne by the City. Aside from telephone service, the Union agrees not to install any equipment within said office, which would over-burden existing utilities, deface the physical plant or modify the structure of the building without consultation and approval of the Chief of the Fire Department.

5. A list of Union officers will be submitted annually to the Chief of the Department.

## ARTICLE VIII STAFFING

1. In order to protect the health and safety of the employees in the bargaining unit, the minimum working staffing per shift shall be forty-six (46) Officers and Fire Fighters assigned to Companies as follows, effective July 1, 2008: The minimum working staffing per shift shall be fifty-two (52) Officers and Fire Fighters:
  - (a) Engine Company #1 shall have three (3) Fire Fighters, one (1) Officer.
  - (b) Engine Company #2 shall have three (3) Fire Fighters, one (1) Officer.
  - (c) Engine Company #3 shall have three (3) Fire Fighters, one (1) Officer.
  - (d) Engine Company #4 shall have three (3) Fire Fighters, one (1) Officer.
  - (e) Engine Company #5 shall have three (3) Fire Fighters, one (1) Officer.
  - (f) Engine Company #6 shall have three (3) Fire Fighters, one (1) Officer.
  - (g) Engine Company #7 shall have three (3) Fire Fighters, one (1) Captain.
  - (h) Engine Company #8 shall have two (2) Fire Fighters, one (1) Officer \* (Effective July 1, 2008.
  - (i) Engine Company #9 shall have two (2) Fire Fighters, one (1) Officer \* (Effective July 1, 2008.

- The Union agrees to initially staff Engine #8 and #9 with only two (2) Fire Fighters and one (1) Officer based on the City's agreement that probationary employees shall not be used to staff these Engines so long as the staffing remains at three (3) employees; not to use this interim three (3) man staffing level against the union in future negotiations arbitrations; and notwithstanding the above, the parties agree that should current employees in Glenbrook and Belltown merge with employees in Stamford Fire and Rescue, but the employees in Turn of River do not, then the minimum working staff per shift shall be forty-eight (48) effective July 1, 2008.

- (j) Truck Company #1 shall have three (3) Fire Fighters, one (1) Officer.
- (k) Truck Company #2 shall have three (3) Fire Fighters, one (1) Officer.
- (l) Truck Company #3 shall have three (3) Fire Fighters, one (1) Officer.
- (m) Rescue Company #1 shall have three (3) Fire Fighters, one (1) Officer.
- (n) One (1) Deputy Chief.
- (o) One (1) Deputy Chief's Aide.
- (p) For the purpose of the Article, Deputy Chiefs, Acting Deputy Chiefs, Deputy Chief's Aides, Fire Communications Shift Supervisors and Acting Fire Communications Shift Supervisors shall not be considered as staffing assigned to or staffing strength allowed on any Engine or Truck Company.
- (q) For the purpose of this Article an Officer shall be either a Captain or a Lieutenant with a total of twenty-five (25) Captains and nineteen (19) Lieutenants assigned to the line division, which does not include the Communications or Training Divisions. Effective July 1, 2008 there shall be a total of twenty-seven (27) Captains and twenty-five (25) Lieutenants assigned to the line division.

Effective July 1, 2006: the minimum working staffing per shift shall be forty-six (46) officers and firefighters assigned to the companies as stated above except that (i) Truck company #2 shall have three (3) Fire Fighters and one (1) Officer, and (j) Truck company #3 shall have three (3) Fire Fighters and one (1) Officers.

2. Effective July 1, 2008 and upon the merger of Turn of River employees into the SFRD, the minimum working staffing assigned per group shall be at least fifty-two (52) Officers and Fire Fighters as set forth below. Effective July 1, 2008: the minimum staffing assigned per group shall be sixty (60) Officers and Fire Fighters. Due to retirements, deaths promotions, training, and unforeseen operational demands, the assigned strength of the Stamford Fire Department can fall below fifty-two (52) Officers and Fire Fighters and, (Effective July 1, 2008 sixty (60), sixty Officers and Fire Fighters. This condition will be considered to be temporary and the vacancies filled within six (6) months.
  - (a) Engine Company #1 shall have four (4) Fire Fighters, one (1) Officer.
  - (b) Engine Company #2 shall have four (4) Fire Fighters, one (1) Officer.
  - (c) Engine Company #3 shall have **four (4)** Fire Fighters, one (1) Officer.
  - (d) Engine Company #4 shall have four (4) Fire Fighters, one (1) Officer.
  - (e) Engine Company #5 shall have three (3) Fire Fighters, one (1) Officer.
  - (f) Engine Company #6 shall have four (4) Fire Fighters, one (1) Officer.
  - (g) Engine Company #7 shall have four (4) Fire Fighters, one (1) Captain.

- (h) Engine Company #8 shall have three (3) Fire Fighters, one (1) Officer \* (Effective July 1, 2008).
  - (i) Engine Company #9 shall have three (3) Fire Fighters, one (1) Officer \* Effective July 1, 2008.
  - (j) Truck Company #1 shall have three (3) Fire Fighters, one (1) Officer.
  - (k) Truck Company #2 shall have three (3) Fire Fighters, one (1) Officer.
  - (l) Truck Company #3 shall have three (3) Fire Fighters, one (1) Officer.
  - (m) Rescue Company #1 shall have four (4) Fire Fighters, one (1) Officer.
  - (n) One (1) Deputy Chief.
  - (o) One (1) Deputy Chief's Aide.
3. In any event that staffing of any Company on any shift shall for any reason fall below the minimum staffing strength provided for in Section 1 of this Article, such shortage shall be filled by temporary assignment from other companies on the same shift. If such assignments cannot be made to fill such shortage without reducing staffing in the other companies below the minimum allowed in Section 1 of this Article, such shortage shall be filled by overtime work in accordance with Article XI.
  4. In the event that any Company as set forth in Section 1 of this Article is abolished or shut down for any reason, the staffing assigned to the Company which was shut down or abolished shall be either assigned to the remaining existing companies as set forth in Section 1 of this Article or to a replacement Engine or Truck Company. If the staffing is assigned to any existing Company, the minimum staffing on that replacement Company shall not be less than the minimum staffing of the Company from which the staffing was transferred.
  5. The Uniformed support personnel of the Fire Department shall be as follows: A Supervisor of Fire Prevention, an assistant Supervisor of Fire Prevention, eight (8) Deputy Fire Marshals, however, effective July 1, 2008 when and if Turn of River Employees merge with Stamford Fire and Rescue the eight Deputy Fire Marshals shall be nine (9), a Deputy Chief/Training Officer, a Captain in the Training Division and a Mechanical Supervisor.

Effective July 1, 2008 the position of Supervisor of Fire Prevention will change to Fire Marshal, the position of Assistant Supervisor of Fire Prevention will be eliminated, and two (2) new positions, Assistant Fire Marshal, will be added (changing from the current Fire Captain to a new classified position) and a second Captain will be added to the Training Division for a total of two (2) Captains in the Training Division.

**All personnel assigned to the training division will be compensated at 5% in excess of their hourly rate at which they are working.**

The maintenance of Fire Alarms and Hydrants may be performed by non-uniformed personnel or private contractor. Effective upon the ratification and execution date of the contract effective July 1, 1999, the City may, in its sole discretion, choose to have the Fire Mechanics Division work performed by non-uniformed personnel or private contractor. The decision to civilianize or contract out will be done through attrition. The City agrees not to civilianize the position of Mechanical Supervisor.

6. It is understood that there shall be a minimum of one Assistant Chief of the Stamford Fire Department. It is agreed that said position shall not be a Civil Service Position and that the appointment to said position shall be by the Chief of the Fire Department with a minimum of five (5) years service as a sworn Fire Captain with the Stamford Fire Department. Said appointment shall be made by the Chief of the Fire Department, with the consent and advice of the Stamford Fire Commission. It is agreed that any sworn position vacated by the appointment of an Assistant Chief shall be filled within ninety (90) days of said vacancy, it being the intent of the parties that a position vacated will not remain unfilled. (e.g. If a Deputy Chief of the Stamford Fire Department is appointed Assistant Chief, the appointing authority will designate, appoint, and swear in a new Deputy Chief, according to Civil Service Regulations, within ninety (90) days of the vacancy created by the appointment of Deputy Chief to Assistant Chief.)

Further, if the rank of Deputy Chief is filled by a Captain the rank of Captain must be filled. If the rank of Captain is filled Lieutenant, the rank of Lieutenant must be filled.

The appointee to Assistant Chief shall serve at the pleasure of the Chief. Said appointee shall not be removed or demoted without the advice and consent of the Stamford Fire Commission.

If the sworn Fire Officer who is appointed to a position of Assistant Chief is removed from said position for any reason or wishes to resign from said position for any reason he/she shall be at their option entitled to revert back to the sworn Fire position he/she held prior to their appointment to Assistant Chief.

## **ARTICLE IX** **HOLIDAYS**

1. Each employee who works on a holiday as defined in Section 4 below on a day during which he/she is regularly assigned to perform such work or whose normal day off falls on such a holiday or who is on vacation, sick leave, special leave or on military leave for annual training when such holiday occurs, shall receive a compensatory shift holiday for each such holiday shift other than the one-half (½) shift on Christmas Eve, and a compensatory one half (½) shift holiday for each such holiday shift other than the one-half ½ shift holiday on Christmas Eve. Each employee who works on such a holiday (other than the one-half shift on Christmas Eve) on a shift during which he/she is regularly assigned to perform such work shall receive, in addition to his/her regular compensation for such shift, additional compensation at the rate of one (1) times the employee's regular rate of pay for all such hours worked on such holiday. Each employee who works a full shift on a Christmas Eve on which he/she is regularly assigned to perform such work shall receive, in addition to his/her regular compensation for such, additional compensation at the rate of one (1) times his regular rate of pay for one-half (½) the number of hours worked on Christmas Eve.
2. The granting of compensatory shifts off shall be administered by the Officer-in-Charge of each Engine House on each group in such manner so that, subject to the limitations

hereinafter set forth, every employee shall have an equal opportunity to receive the compensatory shifts off of their choice, and a request for two (2) consecutive compensatory shifts off shall be treated on the same basis as a request for a single compensatory shift off and shall not be denied solely on the grounds of its duration. Any officer or fire fighter who seeks a compensatory shift off shall list their name (or have company officer list their name) on the Company Commander's Desk Calendar of their assigned station. Compensatory shifts off shall be granted in order of appearance on the list. Deputy Chiefs shall list their name on the #1 Company calendar.

3. The following language shall be in effect for the purposes of determining vacation/special/compensatory leave.

(a) Upon implementation of this agreement, Fourteen (14), employees on each group may be off duty on a compensatory shift on any day. Effective July 1, 2008 and upon the merger of Turn of River employees with Stamford Fire and Rescue, Fifteen (15) employees on each group **who** may be off duty on a compensatory shift on any day, except that the foregoing number of employees on each group who may be off duty on a compensatory shift on any day shall be reduced by the number of employees on such group who are off duty on vacation on that day. In addition, in the event that on any day there are less than the total number of employees on any group off duty on compensatory shifts that are permitted by the preceding sentence, additional employees shall be permitted to be off duty on compensatory shifts off up to the total permitted. For the purposes of this section, the number of employees scheduled to be off duty on vacation and/or compensatory shifts off will be determined for on duty employees immediately prior to the date on which such compensatory shift off is to be taken and twenty-four (24) hours prior to their first scheduled work day for the group who are not on duty. The Deputy Chief may, in his sole discretion, waive the twenty-four (24) hour notice requirement. If the Department shall be unable to obtain sufficient employees on an overtime basis to meet minimum staffing requirements on holidays, the Department shall have the right to cancel previously approved leave for compensatory time off on a holiday.

The following amount of employees may be off on vacation and compensatory time from each company:

Fire Stations with ONE (1) front line manned apparatus - one (1) member off.

Fire Stations with TWO (2) front line manned apparatus - two (2) members off.

Fire Stations with THREE (3) front line manned apparatus - three (3) members off.

Fire Stations with FOUR (4) front lined manned apparatus – four (4) members off.

Fire Stations with FIVE (5) front line manned apparatus – five (5) members off.

Unit four (4) will be considered a front line manned apparatus only for the purposes of determining members off.

The Stamford Fire & Rescue Department has twelve (12) front line manned apparatus; therefore, the thirteenth (13<sup>th</sup>) and effective upon implementation of this Agreement the fourteenth (14<sup>th</sup>) member off shall be divided, as equitably as possible, between fire stations with single front line manned apparatus, by the Deputy Chief. Effective July 1, 2008 and upon the merger of Turn of River employees into the Stamford & Fire Rescue Department, the number off shall be fifteen (15).

If a company does not use allotted shifts off, slots shall be assigned to other companies by Deputy Chief.

- (b) No more than seven (7) compensatory shifts off may be taken in advance of the date on which they are earned. If an employee has received advance compensatory shifts off which he has not earned at the time of his separation from the Fire Department, an amount equal to his regular hourly rate, multiplied by the average number of hours in a tour of duty of such employee for each such compensatory shift off shall be deducted from his last week's salary.
  - (c) The Officer-in-Charge of each group shall make every effort, and the employees under his/her command shall cooperate, to make sure that all compensatory shifts off are taken within one (1) year of the date on which such shifts are earned.
  - (d) If any employee elects by written notice prior to June 1 of any contract year not to take a compensatory shift, each such employee shall receive, in lieu of such compensatory shift off or shift offs, and in addition to any other compensation to which such employee may be entitled, for each full shift an amount equal to his regular hourly rate multiplied by the average number of hours in a tour of duty of such employee and for the half-shift an amount equal to his regular hourly rate multiplied by one-half (1/2) of the average number of hours in a tour of duty of such employee.
4. For purposes of this article, the following shifts shall be considered holidays: New Year's Day (January 1), Martin Luther King, Jr. Day (January 15), Lincoln's Birthday (February 12), Washington's Birthday (state observed), Good Friday (Friday before Easter), Memorial Day (state observed), Independence Day (July 4), Labor Day (1st Monday in September), Columbus Day (state observed), Veteran's Day (November 11), Thanksgiving Day (state observed), day after Thanksgiving, Christmas Day (December 25), and one-half (1/2) day on Christmas Eve.
  5. Employees in the Mechanical, Fire Prevention Bureau, and Training Divisions shall have the option of working on Martin Luther King Day, Lincoln's Birthday, Washington's Birthday, Columbus Day and Veteran's Day if the holiday falls on their regular day of work.
  6. In the event that any group of other City employees is granted any additional holiday with pay by proclamation as in the event of a day of national mourning, or celebration or as the result of an emergency (other than weather) or is granted any additional shift off with pay because of the proximity of such day off to a holiday, each employee covered

hereunder shall receive a compensatory shift off in lieu of such additional holiday or such additional day off.

## **ARTICLE X** **WORK WEEK**

1. The regular work week for all employees who perform fire fighting duties shall be an average of not more than forty-two (42) hours computed over a period of one (1) year, based on the schedule of three (3) tours of days of ten (10) hours each, followed by three (3) days off, followed by three (3) tours of nights of fourteen (14) hours each, followed by three (3) days off, followed by three (3) tours of days and so on.

Effective as soon as practicable upon the ratification of the membership, Board approvals and execution of this Agreement, the regular work week for all employees who perform fire fighting duties will be changed from the current work schedule of three (3) tours of days of ten (10) hours each, followed by three (3) days off, followed by three (3) tours of nights of fourteen (14) hours each, followed by three (3) days off, followed by three (3) tours of days and so on to a 24 hour on/72 hour off work week as set forth below.

The regular work week for all employees who perform fire fighting duties shall be an average of not more than forth-two (42) hours computed over a period of one (1) year, based upon the schedule of one (1) ten (10) hour day shift, immediately followed by one (1) fourteen (14) hour night shift, followed by seventy-two (72) hours off.

For the purpose of accruing and using paid time off, a “shift” shall be considered either a ten (10) or fourteen (14) hour shift.

For the purpose of this Agreement a “tour” shall be considered a ten (10) hour shift immediately followed by a fourteen (14) hour shift.

Either party may revert back to the Work Schedule in effect on June 30, 2005 provided:

1. The 24 hour work schedule has been in effect until June 30, 2009;
2. The party wishing to revert back has notified the other party no later than the last day of the third month following the end of the current CBA June 30, 2009, that the party is considering exercising its option to revert back to the former work schedule. If either party gives such notification, the parties shall promptly meet and attempt to resolve any issues related to the 24 hours schedule;
3. The reason(s) for reverting back to the former schedule cannot be arbitrary or capricious.

The parties agree to submit the issue of whether the reason(s) for the party exercising its right to revert is arbitrary or capricious to expedited arbitration for resolution. The

24 hour work schedule shall remain in effect until the arbitrator has ruled on the matter.

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

The parties agree to attach as an Addendum the changes to the collective bargaining agreement as a result of a change in the work schedule to a 24 hour on 72 hour off.

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

2. The work week of the employees in the Mechanical Division, Training Division, Fire Prevention Bureau and Clerical shall continue to be on the same schedule as worked at the present time. Employees, as outlined below, required to perform standby duties shall receive an additional Ten Dollars (\$10.00) per day for each day on which he performs such duties.

One (1) designated person from each of the following divisions shall be recognized as being on standby duty for the Department any given time:

Fire Marshal Division, Mechanical Division, and Training Division

Standby will be rotated equally among those in the division who meet the requirements outlined in this section.

To be eligible for standby, an employee must be able to respond to an incident within thirty (30) minutes.

3. The City will have the option of adding a second shift to the office of fire prevention. The first shift will begin at the hours of 0800 and the second shift will start at the hours of 1600. The current staffing will be used to cover both shifts.
4. The City and the Union will meet to discuss the implementation of the schedule change.

## **ARTICLE XI** **OVERTIME**

1. Whenever any employee works in excess of his regularly assigned work week or work schedule, as provided for in Article X, in addition to any other benefits to which he may be entitled, he shall be paid for such overtime work at one and one-half (1½) times the hourly rate which he receives for his regularly assigned duty, except that he shall receive no additional compensation when working for a fellow employee on mutual leave pursuant to Article XVI hereof.

2. The Chief and the Union shall establish the rules for the hiring back of personnel on an overtime basis. From time to time during the term of this Agreement the established rules may be amended by both parties to correct any procedural defects in said system. Said rules shall be signed by both parties and issued to each employee. Current rules governing overtime shall remain in effect until such time as may be amended by parties (Chief and Union).
3. For purposes of overtime work under this Article, any employee when serving in an acting capacity in a higher rank or classification, shall be considered as holding such rank and shall receive compensation in accordance with such rank.
4. Each employee shall be given a minimum of four (4) hours pay at one and one-half (1½) times his regular straight time hourly rate if called back to work after completion of his regular tour of duty.

## **ARTICLE XII** **ACTING OFFICERS**

1. Whenever any employee is required to work a tour of duty or three (3) hours or more in a higher classification than his regular classification, e.g., Acting Deputy Chief, Acting Captain or Lieutenant, such employee shall be paid for each hour of such work at the single hourly rate provided for the higher classification.
2. In the event an Officer's position is required to be filled by an employee of a subordinate rank in the same working group, the position shall be filled as follows:
  - (a) **For Acting Deputy Chief:**

The position shall be filled by rotation of all employees who are on the current or last existing Civil Service Register of eligible candidates for the position of Deputy Chief. If there is no eligible employee on such list, the senior Captain shall be assigned. Employees not assigned to Company One will be temporarily transferred from their current assignments to fill the vacancy on a shift by shift basis.
  - (b) **For Acting Captain:**

The position shall be first filled by a Lieutenant who has the least number of hours as Acting Captain except that the senior most Lieutenant shall have preference to all Acting Captain shifts at Headquarters. In the event no Lieutenant is available, the position shall be filled by the selection of the employee who has the highest score on the current or last existing civil service register of eligible candidates for the position of Captain. The selection shall be made first within the company in which the vacancy occurs. If there is no one on the list within the company in which the vacancy occurs, the employee with the highest score on the current or last existing civil service register of eligible candidates for the position of Captain shall be temporarily transferred from his current assignment to fill the vacancy on a shift by shift basis. In the event there is no eligible candidate and all other factors being equal, seniority in the company within which the vacancy occurs shall apply.

**(c) For Acting Lieutenant:**

The position shall be filled by the selection in the following manner:

- i. The selection shall be made from the eligible candidates from within the on duty group in which the vacancy occurs.
  - ii. The acting hours shall be rotated among the following groups of eligible candidates:
    - A. The top three scores within the on duty group from the current eligibility list.
    - B. Any candidate from the on duty group that falls within 5 points of the overall top score on the current eligibility list.
    - C. The remaining candidates who are on the current eligibility list.
  - iii. Tie scores will share equally in the acting.
  - iv. The hours shall be rotated so that employees in category A and B receive twice as many acting hours than those in category C. Acting hours shall be kept in the Captains office at Company One.
3. If there is no one on the eligibility list available within the on duty group in which the vacancy occurs, the senior Fire Fighter in the company in which the vacancy occurred shall act. The firefighter acting must meet the minimum requirements for eligibility, i.e. grade-one firefighter, established for promotion. If no one meets the minimum requirement in which the vacancy occurs, then the overtime officer shall hire to fill the vacancy.
  4. For acting purposes only, upon the establishment of any promotional list, an employee may remove his/her name from said list. Notification shall be made to the Chief and be in writing. Any employee who has removed his/her name from the promotional list shall not be eligible to serve in any acting officer position for that list. An employee may reinstate his/her name by putting the notice in writing to the Chief.
  5. Any fire fighter not on a promotional list, who may be eligible for acting based on his/her seniority, shall also have the ability to refuse the acting. The refusal must be in writing and forwarded to the Chief; the refusal can be withdrawn by the employee upon written notice forwarded to the Chief.
  6. Upon expiration of the list, all remaining candidates will rotate equally in the acting starting with the senior fire fighter.
  7. In the event of the absence of the Chief of the Department for any reason, the Assistant Chief will be in command. If both the Chief and the Assistant Chief are to be absent for a

period of eight (8) consecutive calendar days or more, the Chief will assign the senior Deputy Chief to be Acting Chief. For absences of both the Chief and the Assistant Chief for periods of less than eight (8) consecutive calendar days, the Chief will assign from all of the Deputy Chiefs, on an equitable basis, a Deputy Chief to be Acting Chief.

8. From time to time during the term of this agreement the established rules may be amended by both parties to correct any procedural defects in said system. The new system will be re-evaluated in six (6) months from the approval date of this agreement.

### **ARTICLE XIII** **VACATIONS**

1. Employees covered by this Agreement shall be entitled to vacations as follows:

- (a) Employees with less than one (1) year of service shall be entitled to one (1) shift per month, up to a maximum of ten (10) shifts, for each month they are employed if they are employed prior to December 31 of the year.

Any employee who shall have completed one (1) year of service but less than four (4) years of service shall be entitled to ten (10) duty shifts of vacation leave.

Any employee who has completed four (4) years of service but less than ten (10) years of service shall be entitled to fifteen (15) duty shifts of vacation leave.

Any employee who has completed ten (10) years of service but less than twenty (20) years of service shall be entitled to twenty (20) duty shifts of vacation leave.

Any employee who shall have completed twenty (20) years of service shall be entitled to twenty-five (25) duty shifts of vacation leave.

- (b) Employees may select vacations in multiples of two (2) consecutive shifts and maximum of ten (10) consecutive shifts (five (5) tours) which shall be called vacation. Employees may select vacation leave as single shifts which shall be called special leaves, however, it is understood by the parties that single special leave shifts will have no seniority preference.
- (c) Each employee who does not regularly perform fire fighting or dispatching duties shall receive one (1) shift of vacation in each calendar year following his/her (9th) anniversary. Two (2) in each calendar year following the thirteenth (13th) anniversary, three (3) in each year following the seventeenth (17th) anniversary, and a total of twenty-five (25) shifts of vacation leave in each calendar year following his/her twentieth (20th) anniversary as set forth in subdivision (a) above.

2. Present vacation policies and procedures and shall remain in effect except as provided for below:

- (a) Officers-in-Charge of all Companies shall prepare and submit vacation schedules to the Chief by January 31 of that year.
- (b) The vacation period shall be from the first day in January to the last day in December of each year.
- (c) The following shall be used as a guide to officers in preparing vacation schedules:
  - i. Rank (Captain to Lieutenant), then seniority in the group in the Engine House shall be the basis for determining preference of vacation weeks, provided that no employee may select more than ten (10) consecutive working shifts of vacation have selected ten (10) consecutive duty shifts of vacation or have waived their right to do so, or if any employees who are entitled to only ten (10) shifts of vacation elect to divide their vacation, then until such employees who have made such election have selected their first vacation period or have waived their right to do so. Notwithstanding the foregoing, assignment of vacations for employees who do not regularly perform fire fighting or dispatching duties shall be in accordance with past practice.
  - ii. Exclusive of the Deputy Chiefs and Dispatchers, one (1) member in each group may be allowed vacations simultaneously in fire stations with two (2) or less front line manned apparatus, two (2) members in fire stations with three (3) front line manned apparatus and three (3) members in fire stations with more than three (3) front line manned apparatus.
  - iii. If a Company has an open vacation period and an employee of such Company desires a change from his scheduled vacation period, same may be accomplished by an appropriate request to a Deputy Chief, giving both the original and the new inclusive dates. Such requests shall not be unreasonably refused.
  - iv. Vacation schedules shall be reviewed by the Chief, and no schedule shall be effective until a copy, approved by the Chief, is returned to the Company or Division concerned.
  - v. Any employee asked to take a vacation in any year prior to the anniversary date of his employment, for the convenience of the Department, shall be deemed to have passed his anniversary date in that year for the purposes of computing the amount of his vacation.
  - vi. Vacation leave which is selected as individual vacation shifts shall be considered to be special leave shifts, provided that the employee gives reasonable advanced notice of his intention to so utilize said shifts. Such shifts shall be controlled and administered in the same manner as provided for in Section 2 and 3(a) of Article IX of this agreement, but Section 3(d) of Article IX shall not be applicable thereto.

3. (a) Telephone requests for changes in vacation periods will not be approved. All requests for a change shall be submitted and shall be forwarded so as to reach a Deputy Chief no less than one (1) week prior to the first day of requested change.  
  
(b) The respective officer shall state on the form that such change, if approved, will not interfere with the operation of his Company.
4. Vacation carryover shall be limited as follows:
  - (a) Effective January 1, 1998, and continuing each year thereafter, employees currently having an accumulation at or over seventy-five (75) shifts will not be eligible to carry over any additional vacation.
  - (b) Effective January 1, 2000, and continuing each year thereafter, employees below seventy-five (75) shifts are eligible to bank vacation shifts up to the maximum of seventy-five (75).
5. An employee on Workers' Compensation leave for six (6) or more months in any fiscal year may carryover vacation in excess of the maximum. However, the employee cannot carryover more than the maximum in the following fiscal year. An employee experiencing an unforeseen hardship beyond his/her control, may be permitted to carryover vacation leave in excess of the maximum, with the permission of the Chief. However, the employee cannot carryover more than the maximum the following calendar year.

**ARTICLE XIV**  
**SICK LEAVE**

1. Because of the hazardous nature of the duties in the Fire Service, sick leave at full pay shall be unlimited. Unlimited sick leave is not to be available to any employee who has been removed from the active list and has been transferred to the Veterans Reserve list or the fire pension list as a result of his own action or that of the Board of Trustees of the Fire Pension Fund.
2. The Union acknowledges that the City has the right of supervision of absenteeism to prevent malingering and other abuses of sick leave.
3. The following sick leave policy shall be in effect:
  - (a) Sick leave shall be monitored on a reasonable and regular basis by the Chief/Commission.
  - (b) Frequent short-term absences shall be monitored on an individual basis at the discretion of the Chief/Commission to prevent malingering or other abuses of sick leave.

- (c) The Chief/Commission shall require a physician's report for occasions of three consecutive shifts or more, which shall be provided to the Department upon return to duty or all sick time shall be deducted from the employee's vacation time unless the note is provided within three calendar days thereafter. Notwithstanding the above, if the employee provides the physician's note within a reasonable period of time, the vacation time will be returned and the time off will be charged to sick time.
  - (d) The Deputy Chief shall contact any fire fighter under their command each tour when the employee has been on sick leave for two or more tours of duty. In the case of any of the remaining employees, the Assistant Chief shall contact any employee when the employee has been on sick leave for one week or more. The appropriate supervisor will report the findings to the Chief using the Department Sick Leave Report.
  - (e) After one (1) month of continuous sick leave, the employee's physician must submit a prognosis to the Chief/Commission and the individual shall be referred to a City physician to verify the medical status of the employee.
  - (f) For each month thereafter, the City may require there be another follow-up by a City physician and documentation provided by the employee's physician as to when the point of maximum recovery should be reached. The individual shall also meet with the Commission to discuss his status.
  - (g) Employees who are on sick leave or restricted duty must work two consecutive shifts (1 tour) after calling off sick leave or restricted duty to work either overtime or a fire watch.
4. The Department shall keep a separate roster of the employees who are on sick leave. This roster shall be kept separate from the employees who are on job-connected injury leave.

**ARTICLE XV**  
**JOB-CONNECTED INJURIES/RESTRICTIVE DUTY**

- 1. The City acknowledges that all employees are subject to the Worker's Compensation Law of the State of Connecticut and are entitled to all benefits thereunder, subject to the provisions of Article 14, Section 1.
- 2. Except as provided to the contrary by law, there shall be a reputable presumption that any respiratory disease, heart disease, hypertension or cancer resulting in total or partial disability to an employee shall be presumed to have been suffered in the performance of his/her duties.
- 3. The department shall keep a separate roster of the employees who have been injured while on duty. This roster shall be kept separate from the employees on sick leave.

4. An employee who has a work-related injury or illness shall file with the fire department immediately or as soon as is practicable a workers' compensation claim pursuant to State Law.
5. An employee who has properly filed a workers' compensation claim shall be placed on *on-duty* leave for the period of his/her absence while the claim is actively processed by the insurance carrier. By placing a member on on-duty leave the City does not waive any rights it may have under the Connecticut Workers' Compensation Act.
6. In order to receive compensation for a work-related injury or illness, the employee shall be required to submit medical evidence of the employee's injury or illness, inability to work and prognosis for return to work. No payments will be made for injury on duty in cases where no workers' compensation claims have been filed.
7. An employee who is granted workers' compensation benefits shall receive his/her regular net pay, including shift differential, and holiday pay, for the period of his/her authorized absence, in lieu of the wage benefits provided by State Law.
8. The City may assign an employee who is on-duty leave to light or limited duty consistent with the finding of the workers' compensation insurance carrier, and the treating physician's diagnosis.

#### **ARTICLE XVI** **MUTUAL LEAVE**

Each employee shall be granted mutual leave with pay for any shift or shifts on which he is able to secure another employee to work in his place provided:

- (1) Such substitution does not impose any additional cost for overtime or otherwise on the City.
- (2) The substitution is within the same job classification as the employee seeking mutual leave.
- (3) Employees of the Fire Department may be permitted to work up to fourteen (14) hours prior to or following their regularly assigned shift for the purposes of performing mutual leave. This is meant to coincide with the current practice for holdovers and is not intended for employees to create their own work schedule(s).
- (4) The Officer-in-Charge of the group in the Engine House is notified not less than one (1) day prior to its becoming effective, or in case of an emergency, by telephone.
- (5) The Deputy Chief in charge of the group on which the substitution is to take place is notified of the substitution as soon as practicable by the Officer-in-Charge of the Engine House on the same group.

- (6) Neither the Department nor the City is held responsible for enforcing any agreements made between employees for purpose of any employee's obtaining mutual leave.

**ARTICLE XVII**  
**FUNERAL LEAVE**

1. Employees shall be entitled to a funeral leave of six (6) working shifts with pay at the time of death of a spouse, parent, child, brother or sister, grandparent, grandchild or any other relative permanently domiciled in the employee's household.
2. A funeral leave of three (3) consecutive shifts with pay shall be granted at the time of death of a mother-in-law, father-in-law, brother-in-law, sister-in-law, or spouse's grandparents.
3. A funeral leave of one (1) working shift with pay shall be granted in the event of the death of any other relative not domiciled in the employee's household, provided the employee is scheduled to work on the shift in which such relative's funeral occurs.
4. Additional funeral leave in connection with required travel or other unusual circumstances shall be granted at the discretion of the Chief of the Department.

**ARTICLE XVIII**  
**UNIFORMS**

1. The Department shall furnish to each employee uniforms as follows:
  - (a) Each year for the first two (2) years of employment:
    - i. Three (3) pair of trousers, which must be nomex, per specifications submitted to the Chief of the Department, known as DU#1 or DU#2 - (Duty Uniform specifications #1 or #2).
    - ii. Three (3) flame resistant 100% nomex long sleeve shirts.
    - iii. Three (3) flame resistant 100% nomex short sleeve shirts.
    - iv. Two (2) 80-20% cotton sweat shirts.
    - v. Three (3) 100% cotton tee shirts.

Beginning in year three (3) of employment, and for each year thereafter, the Department shall furnish to each employee, uniforms as follows:

- i. One (1) pair of trousers, which must be nomex, per specifications submitted to the Chief of the Department, known as DU#1 or DU#2 - (Duty Uniform specifications #1 or #2).
  - ii. One (1) flame resistant 100% nomex long sleeve shirts.
  - iii. One (1) flame resistant 100% nomex short sleeve shirts.
  - iv. Two (2) 80-20% cotton sweat shirts.
  - v. Three (3) 100% cotton tee shirts.
- (b) All bids for uniforms must meet specifications agreed upon between Local 786 and the Chief of the Department.
- (c) Winter coats shall be provided and replaced no sooner than four (4) years unless needed because of damage.
- (d) Uniforms shall be put out to bid by the end of July for that years' allotment.
- (e) All employees shall be issued, who shall be responsible for maintaining and worn as the official Ceremonial Dress Uniform of the Stamford Fire Department.
- i. One (1) winter coat.
  - ii. One (1) Dacron/wool blend Class A dress jacket.
  - iii. One (1) Dacron/wool blend Class A dress trousers.
  - iv. One (1) dress shirt.
- (f) All employees assigned to the Fire Prevention Office shall be issued as needed flame resistant overalls that conform to DU#1 or DU#2.
- (g) All employees of the Mechanical Division shall receive three (3) additional sets of work uniforms.
- (h) All employees of the Fire Prevention Division and Mechanical Division shall be issued uniforms in accordance with current practice.
2. All employees shall be issued protective clothing as follows as needed:
- (a) CPR pocket mask
  - (b) SCBA Regulator
  - (c) Turnout coat with lining
  - (d) Fire fighting gloves
  - (e) Night hitch with lining and suspenders

- (f) Night hitch boots
- (g) Helmet
- (h) Protective hoods
- (i) Scott face pieces

All protective clothing and equipment shall be Connecticut OSHA approved.

3. Each employee who is required by the Board of Fire Commissioners or the Chief to wear his dress uniform shall be paid a sum of Six Hundred Dollars (\$600.00) as a clothing maintenance allowance per contract year. All other employees shall be paid a sum of Five Hundred Dollars (\$500.00) as a clothing allowance per contract year payable on December 1, of each year in a lump sum.

**ARTICLE XIX**  
**INSURANCE**

1. Health. The City agrees to provide medical benefits to each individual employed under the terms of this collective bargaining agreement, along with their enrolled eligible dependents, in accordance with a Point-of-Service (P.O.S.) plan design. The P.O.S. benefits provisions are set forth in Exhibit I attached to this Agreement. The health insurance (including vision and dental) will be effective on the first of the month following the employee's date of hire.
2. Dental and Optical. The City will provide a PPO dental plan as follows:

<u>Co-insurance</u>		<u>Deductibles</u>	
Class A Expense	100%	Class A	None
Class B Expense	80%	Class B & C	\$50/\$100
Class C Expense	75%	Orthodontics	None
Orthodontics	50%		

Maximums

Annual Max        \$1,500 per covered employee/dependent  
 Effective 7/1/06: Annual max \$2000

Orthodontics        \$2,000 lifetime/ per covered employee/dependent  
 Effective 7/1/06: Lifetime maximum \$2500

Effective January 1, 2004, the City shall provide and pay for an optical plan, which shall yearly provide the following benefits for the employee and his/her enrolled dependents:

\$ 62.50	for eye exams
\$125.00	for eyeglass frames
\$ 55.00	for single lenses
\$ 90.00	for bifocal lenses
\$125.00	for progressive lenses

\$135.00 for trifocal lenses  
\$225.00 for contact lenses (when medically prescribed)

3. Life Insurance. The present contribution (\$.07 cents per week per thousand dollars of benefit) made by employees toward premiums under the existing Group Life Insurance Plan shall continue and employees may elect life insurance coverage up to the lowest thousand level of the employee's yearly salary (e.g. if the employee earns \$16,500, he/she is entitled to life insurance up to face value of \$16,000).

Effective July 1, 2006, the City will provide each employee with a term life insurance policy in an amount of seventy five thousand dollars, (\$75,000) at no cost to the employee. The employee shall have the option of purchasing an additional \$25,000 supplemental life insurance at a cost of \$.03 per week per thousand dollars.

Effective July 1, 2007, the City will provide each employee with a term life insurance policy in an amount of one hundred thousand dollars, (\$100,000) at no cost to the employee. The employee shall have the option of purchasing an additional \$25,000 supplemental life insurance at a cost of \$.03 per week per thousand dollars.

The City shall provide and pay for Group Life insurance plan in the face amount of Four Thousand Dollars (\$4,000) for each retired employee.

4. Retiree Benefits.

A. Retiree Benefits

- i. Pre Age Sixty-Five (65): The City will make available a P.O.S. insurance plan, providing for hospital and medical benefits, but not including dental or optical, to employees who retire, with a pension from the City of Stamford Fire Fighters Retirement Fund.
- ii. Post Age Sixty-Five (65): The City will provide supplementary coverage to Medicare, not including dental or optical as outlined in the Summary Plan Description dated June 1996.

B. Retiree Costs

- i. Retire Before Age Fifty-Five (55):
  - a. Cost to age 65: To receive medical coverage, the employee must pay one-third (33.33%) and the City will pay two-thirds (66.66%) of the cost of such P.O.S. plan.
  - b. Cost Post 65: The retiree must pay one-third (33.33%) of the cost for the supplementary coverage as referenced in Section A(ii) above.

ii. Retire at or after Fifty-Five (55)

- a. Individuals will be required to contribute one percent (1%) of their annual pension, capped at \$21.66 per month (which is five dollars (\$5.00) per week, 52 weeks per year), towards the cost of such insurance.
  - C. Each employee, who retires and when sixty-five (65) years of age or older, shall receive premium reimbursement for coverage paid for under Medicare Part B. The cost of such coverage shall be borne by the City of Stamford Fire Fighters Retirement Fund. The City may, at its option, provide a Medicare Risk contract to retirees voluntarily, as an alternative to the supplemental coverage.
  - D. The parties agree that individuals retiring from the City, and electing to receive retiree insurance benefits under this section, may (at their option) maintain coverage for their eligible dependents. Individuals electing to retire, will retire under, and be subject to the terms and conditions of the collective bargaining agreement in effect at the time of their retirement.
5. Waiver of Coverage. An employee who is eligible for health benefits provided by the City and where such benefits are extended to his/her spouse and/or child(ren), the employee may voluntarily elect, subject to Section 125 of the Internal Revenue Code, to waive all medical/dental/vision benefits, and in lieu thereof, be remunerated an annual amount of seven hundred and fifty dollars (\$750), provided the employee has notified the Benefit Manager's Office during the enrollment period. In order to be eligible for this annual payment, the employee must provide evidence of similar coverage under another group health benefit program. If an eligible employee has waived his/her insurance benefits the previous year, and does not notify the Benefit Manager's Office of his/her selection for the coming fiscal year, the waiver will remain in effect. Payment for the waiver will be made in two (2) equal installments, six (6) months apart (January and July).

An eligible employee choosing this option shall be able to rescind such option during the annual open enrollment window period, or as a result of a change in "family status". A change in "family status" results from the eligible employee's marriage, divorce, birth or adoption of a child, death of a spouse or child, or the loss of other health benefit coverage. An employee wishing to change this waiver option must give the Benefit Manager's Office at least fifteen (15) days advance written notice. If such option is rescinded, all prior rescinded coverage will become effective at the beginning of the month following the written notice to reinstate such coverage. An eligible employee who reinstates health benefits during the medical plan year must reimburse the City the money received for waiving such insurance coverage. In lieu of a lump sum payment, the employee may elect to reimburse the City by payroll deduction over a six (6) month period.

6. Employee Contributions.

Effective January 1, 2004, employees shall be required to contribute, pursuant to Internal Revenue Code Sec. 125, on a pre-tax payroll deduction basis seven and one-half percent (7.5%) of the premium equivalent rate for their single, two-person (two [2] times single coverage), family coverage (two and one-half [2.5] times single coverage), respectively for the medical, dental, vision and prescription drug benefits effective July 1. Deductions shall be made in equal amounts from each payroll check. It is presumed that as a member of the bargaining unit, individual payroll deduction authorizations are not required due to their representation by the union and the mandatory requirement of the employee to be eligible for medical, dental and vision benefits.

Effective July 1, 2006, employees shall be required to contribute, pursuant to Internal Revenue Code Sec. 125, on a pre-tax payroll deduction basis eight (8%) of the premium equivalent rate for their single, two-person (two [2] times single coverage), family coverage (two and one-half [2.5] times single coverage), respectively for the medical, dental, vision and prescription drug benefits effective July 1. Deductions shall be made in equal amounts from each payroll check. It is presumed that as a member of the bargaining unit, individual payroll deduction authorizations are not required due to their representation by the union and the mandatory requirement of the employee to be eligible for medical, dental and vision benefits.

Effective January 1, 2007, employees shall be required to contribute, pursuant to Internal Revenue Code Sec. 125, on a pre-tax payroll deduction basis nine (9%) of the premium equivalent rate for their single, two-person (two [2] times single coverage), family coverage (two and one-half [2.5] times single coverage), respectively for the medical, dental, vision and prescription drug benefits effective July 1. Deductions shall be made in equal amounts from each payroll check. It is presumed that as a member of the bargaining unit, individual payroll deduction authorizations are not required due to their representation by the union and the mandatory requirement of the employee to be eligible for medical, dental and vision benefits.

Effective June 30, 2009, employees shall be required to contribute, pursuant to Internal Revenue Code Sec. 125, on a pre-tax payroll deduction basis eleven (11%) of the premium equivalent rate for their single, two-person (two [2] times single coverage), family coverage (two and one-half [2.5] times single coverage), respectively for the medical, dental, vision and prescription drug benefits effective July 1. Deductions shall be made in equal amounts from each payroll check. It is presumed that as a member of the bargaining unit, individual payroll deduction authorizations are not required due to their representation by the union and the mandatory requirement of the employee to be eligible for medical, dental and vision benefits.

7. Administration of Benefits. The City will provide the medical, dental, vision and/or prescription drug benefits as set for in this agreement through a properly licensed insurance company in the state of Connecticut, or through an alternative self-insured arrangement. If benefits are self-insured by the City, employees shall have all claims adjudicated in conformance with applicable confidentiality standards, along with the

same internal rights of appeal extended by the service provider as if the benefits were insured. In no event shall, the coverages and benefits provided through an alternative insurance carrier, managed care vendor, either self-insured or self-administered will be less than the benefits and coverages as set forth in Exhibit I. The size and scope of a preferred provider network of physicians, hospitals, dentists, optometrists, etc. shall not be a factor in determining the duplication of benefits by an insurance carrier or managed care vendor. It is agreed that an alternative insurance carrier or managed care vendor can be selected by the City provided that the new insurance carrier or managed care vendor network includes seventy (70%) percent of the hospitals and physicians in Fairfield County of the original preferred provider network of hospitals and physicians. The City retains the sole and exclusive right to select and/or change insurance carriers or managed care vendors. The City shall review any proposed changes with the Union prior to implementation, and if there is a disagreement on the level of benefits, coverages or services provided with the proposed insurance carrier and/or managed care provider, the Union may submit the issue to binding arbitration.

8. Flexible Spending Accounts. The City shall make available under IRS Section 125, a pre-tax Medical Reimbursement Account, Dependent Care Reimbursement Account (up to a maximum of \$5,000 per year, or as allowed by the Internal Revenue Code) and pre-tax employee health insurance premiums to the extent allowed by law.

## **ARTICLE XX** **PENSION**

1. The present pension plan as provided for in the Charter of the City of Stamford (including provisions with respect to Veterans Reserve), the collective bargaining agreement of 1968, 1970, 1972 and a certain agreement between the parties hereto dated September 12, 1968, shall remain in effect except as provided below.
2. Effective January 1, 1981, or upon approval of the Board of Representatives, whichever is later, all employees thereafter hired shall as a condition of normal retirement have served at least twenty (20) years of service and reached the age of forty-eight (48).
3. No employee who is less than sixty-five (65) years of age shall be retired involuntarily by the Pension Board if he is physically able to perform the duties of any available job currently being performed by employees of his rank in the Fire Department, provided however, that there is an opening for such a job to which he can be assigned without violating the terms of this agreement or the Rules and Regulations of the Personnel Commission and he is qualified to perform the necessary duties of that job. Each employee of the Department shall submit to such physical examinations as may be required by the Department.

4. The pension schedule shall be as follows:

<u>NUMBER OF YEARS</u>	<u>PERCENTAGE</u>
20	50%
21	52%
22	54%
23	56%
24	58%
25	60%
26	62%
27	64%
28	66%
29	68%
30	70%
31	72%
32	74%

Employees shall not be required to make any pension contributions after thirty-two (32) years of service. For the purposes of this section, military service previously purchased by an employee shall be considered years of service so as to eliminate the requirement of pension contributions. For example, an employee who has thirty (30) years of service and had previously purchased two (2) years of military service shall be deemed to have thirty-two (32) years of service so as to eliminate the requirement of pension contributions.

5. The pension board, at its sole discretion, shall have the ability to grant a disability pension up to a one hundred percent (100%) pension. An employee granted a one hundred percent (100%) disability pension will be eligible to receive full health insurance benefits.
6. Any employee who is injured in the line of duty while acting in a higher capacity at the time of injury shall receive a pension based on the amount he would receive at the higher rank.
7. Effective July 1, 1990, the surviving spouse or qualified dependent of a retired employee who thereafter dies shall receive one hundred percent (100%) of the pension which the retired employee was entitled prior to the time of his death.
8. After fifteen (15) years of service with the Stamford Fire and Rescue Department an employee shall be vested in the Fire Fighter Pension Fund. That employee may elect to receive a vested pension calculated at the rate of two and one-half percent (2.5%) of his annual salary for each year of service payable monthly to the employee or his beneficiary beginning when he would have reached his twentieth (20th) anniversary. An employee receiving a vested pension shall not receive hospital, medical, surgical, major medical, dental or vision coverage nor shall he receive life insurance coverage unless that employee is eligible to receive such benefit under other provisions of this contract.

9. Effective July 1, 1997, an employee's night and Sunday differential will be included in the definition of "base annual salary" for pension purposes. In consideration for this change, the parties agree that the maximum amount of night and Sunday differential that can be applied towards the pension shall be capped at the following amounts:

Fire Fighter	\$ 3500.00
Lieutenant	\$ 3600.00
Captain	\$ 3700.00
Deputy Chief	\$ 3800.00

Any amounts earned in excess of the cap shall not be used to determine pension or pension contribution. Further, effective upon the execution date of the contract effective July 1, 1999, employees will make pension contributions as outlined below in Section 11, on the capped amount annually to the pension plan.

10. Any and all disputes regarding pension administration, granting of pension benefits or pension payments, shall be subject to the grievance and arbitration procedures set forth in this Agreement.
11. Effective July 1, 1999, and in consideration of adding Sunday differential into the "base annual salary", employees will annually contribute six and one-quarter percent (6.25%) of their "base annual salary" (as defined in Section 9 above) to the City of Stamford Fire Fighters Pension Fund. As soon as possible, and provided the requirements under Section 414(h) are met, the City will "pick-up" contributions in accordance with a 414(h) I.R.C. plan that will enable employees to have pension contributions deducted on a pre-tax basis.
12. Effective July 1, 1999 and continuing thereafter, the City's minimum contribution will be the amount actuarially necessary to fund the plan.
13. Effective upon the ratification and execution date of the contract effective July 1, 1999, employees with vacation leave banks will have the option of the following, upon retirement:
- a. For up to a maximum of One Hundred (100) vacation shifts for additional pension credit. The calculation will be based on twenty (20) vacation leave shifts equating to an additional one and one-half percent (1.5%) added to his/her pension, up to a maximum of seven and one-half percent (7.5%).
  - b. A one-time, lump-sum pay out using the current department practice.

Any employee who is entitled to vacation leave at the time of his/her retirement shall receive one (1) week's vacation pay for each week of such leave. In the event that an employee is entitled to vacation leave at the time of his death, his/her heirs or successors shall receive vacation pay on the same basis as that to which the employee is entitled for vacation leave due at the time of retirement. The parties agree that

employees are only eligible for vacation leave pay-out in one of the two options outlined above.

14. The cost of actuarial and associated administrative expenses for the Fire Fighters Pension Fund will be paid by the Fund.
15. Effective upon the ratification of the agreement, any employee who retires prior to his or her anniversary date of employment, will have their pension calculated based upon 1/12 for each month of service which they had accrued for the year in which they retire. For example, if an employee retires with 26 years and 9 months of service with the department, the employee would be entitled to the pension schedule based upon 26 years of service, plus an additional 9/12 of the scheduled increase between the 26<sup>th</sup> and 27<sup>th</sup> year.
16. For merged employees, originally hired by the Glenbrook, Belltown, or Turn of River Fire Volunteer Fire Departments, prior to January 1, 1998, the vesting schedule shall be adjusted to allow for past service credit based on the previous years of service as employees of the Volunteer Fire Departments, up to a maximum of fifteen (15) years. The credit for past service shall only apply to vesting rights and not for benefit calculations. Former employees of the Belltown, Glenbrook and Turn of River Fire Departments, hired prior to January 1, 1998, the pension schedule will be as follows: The employee will receive a pension calculated at a rate of two and one-half (2.5%) of the top-step firefighter salary, or in the case of the Turn of River Fire Marshal Position his base salary as amended with the merger, for each year of service with the City. This benefit is payable monthly to the employee or his/her surviving spouse or qualified dependent. Service will only include employment with the City and not service credit with the volunteer fire company, unless the employee had elected to "buy" past service as previously agreed upon. To be eligible for such pension, the employee must have at least fifteen (15) years total service with the City and volunteer company. Further, such payment of benefits will not commence until the employee has reached his/her twentieth (20<sup>th</sup>) anniversary and reached the age of forty-eight (48).
17. For merged employees originally hired by the Glenbrook, Belltown, and Turn of River Fire Departments, prior to January 1, 1998, employee pension contributions shall be made using the top step firefighter pay, or in the case of the position of the Turn of River Fire Marshall, the contributions shall be based on the actual base salary as amended with the merger.
18. Notwithstanding the above, and except as stated in paragraph 17 above, the parties agree and fully intend that employees originally hired by Glenbrook, Belltown and Turn of River shall not be restricted in their pension benefit but shall have all of the same benefits, rights, obligations calculations and procedures as provided by the Stamford Fire and Rescue Pension Plan.

**ARTICLE XXI**  
**SENIORITY**

1. Seniority shall be by classification and shall consist of the relative length of accumulated service of each employee in his respective classification, as listed in the Appendices hereof. For merged employees originally hired by the Glenbrook, Belltown, and Turn of River Fire Departments, seniority shall be by classification and shall consist of the relative length of accumulated service of each employee in his respective classification since his date of hire with the City, (date of hire as a municipal employee of the City of Stamford, CT) as listed in the Appendices hereof. An employee's length of service shall not be reduced by time lost due to sick leave or authorized leave of absence, nor shall such time lost be considered as an interruption of continuous service for purposes of determining vacation eligibility. In the event that an employee is reinstated after a resignation, their time out of the City's employ shall be deducted in computing his/her vacation eligibility and his/her seniority, provided however, that such time lost shall not be considered as interruption of continuous service. An employee must work a minimum period of three (3) months upon returning from a leave of absence or resignation before he/she shall be permitted to take his vacation.
2. Service as an active paid supernumerary fire fighter shall be considered the same as service as a regular fire fighter, provided that for pension purposes, such service as an active paid supernumerary shall be considered service as a regular fire fighter only upon compliance with Section 10 of Article XX thereof.
3. All other things being equal, preference because of seniority shall be the determining factor in making all daily work assignments within each Fire Station, including temporary assignments to drive and operate the apparatus within such Fire Station.
4. In the event of a reduction in the work force, all layoffs shall be made in inverse order of Departmental seniority. Any subsequent hiring shall be first offered to the previously laid off employees by hiring the last employee laid off who has not been subsequently rehired until all such laid off employees have been offered reinstatement. If no such laid off employee accepts rehire after being offered reinstatement, the City shall continue with its normal hiring procedure. Notice shall be given to the employee's last known address by certified mail, return receipt. Any employee offered reinstatement may be required to pass a physical examination if ordered by the City and at its expense.
5. Any employee reinstated from a layoff shall receive the same rank and benefits possessed immediately preceding the lay-off. The member will remain on an eligibility list for reinstatement up to three years.
6. Departmental seniority is intended to mean date of employment for the Stamford Fire and Rescue Department regardless of job classification [re: "bumping rights/layoffs/rehire"].
7. For employees merged from Belltown, Glenbrook and Turn of River Volunteer Fire Department, seniority shall be the date of hire of each employee with his/her respective Volunteer Fire Department for vacation, accrual, longevity and Heart and Hypertension

eligibility purposes only. This provision shall not apply to any employees hired after January 1, 1998 for purposes of Heart and Hypertension eligibility.

8. There shall be no layoffs of any Stamford Fire and Rescue employees or merged employees from Glenbrook, Belltown and Turn of River for the period from July 1, 2007 through and sunsetting on June 30, 2009. Any and all laid-off employees shall be reinstated upon ratification of this Agreement.

## **ARTICLE XXII** **RESIDENCE REQUIREMENT**

Any employee who desires to reside outside the City of Stamford, shall so notify the Chief of the Department providing the address and phone number. Employees, hired after the execution of this Agreement shall live within a thirty (30) mile radius of the City limits, excluding Nassau and Suffolk counties, New York. .

## **ARTICLE XXIII** **FIRE WATCH DUTY**

Whenever any private person or organization is required to or shall seek the services of employees of the Fire Department for fire watch duty, such work shall be rotated by the Chief of the Fire Department among those employees who volunteer for such work during their off-duty hours. The rate of pay for this work shall be one and one-half (1 1/2) times the maximum hourly rate based on the fire fighter's salary range as set forth in the applicable Appendix hereto, multiplied by the actual number of hours of such work by the employee or by four (4) hours, whichever is greater. The pay for this work shall be paid solely by the private person or organization for whom the work is performed, except that if such private person or organization fails to make such payment to the employee within three (3) months of the date on which such work is performed, such employee shall notify the City of same. Within four (4) weeks after the City receives such notification, it shall pay him for this work provided he assigns to the City any claim he may have for payment for such work from such private person or organization. Company strength shall not be reduced to provide fire watch services for any private person or organization.

## **ARTICLE XXIV** **PROBATIONARY PERIOD**

1. To enable the Fire Commission to exercise sound discretion in the filling of positions within the Fire Department, no initial appointment or employment in any position in the Fire Department shall be deemed final and permanent until after the expiration of a period of one (1) year's probationary service. At anytime during the probationary period of any employee, the Fire Commission, in its sole discretion and without limitation by Article V hereof, may terminate the employment of any new employee or return any promoted employee to his former position if during this period upon observation and

consideration of his performance of duty, they shall deem him unfit for such appointment. Nothing contained herein shall be used to deny any employee of any rights or benefits to which he may be entitled under the pension provisions of the City Charter covering employees of the Fire Department of this agreement.

2. Each newly hired fire fighter shall serve a minimum of twelve (12) weeks training, during which twelve (12) weeks he shall not be counted toward minimum staffing. In addition, eligibility for overtime and to work mutual leaves for these new employees shall commence after the thirty-sixth (36<sup>th</sup>) week of employment. At anytime during the probationary period the Fire Commission may, in its sole discretion, terminate a probationary fire fighter.

### **ARTICLE XXV** **MISCELLANEOUS**

1. Duty watches shall run daily from 6:00 a.m. to 10:00 p.m. in all fire houses, except when official business (other than routine) is being conducted in that fire house. An employee assigned to night watch may retire, but in the event of an alarm, shall remain on watch until all Companies report on duty. In the event the employee on night watch is assigned to a Company, which is assigned to respond on an alarm, he shall respond with his Company and upon returning he shall remain on watch until all Companies report on duty.
2. The Officer-in-Charge shall apportion all work among subordinates as equitable as practicable.
3. No employees shall be required to perform building or construction work customarily performed by journeymen craft workers (as distinguished from routine maintenance work) during the hours when such employee is not engaged in regular duties.
4. The City shall be responsible for the payment of any damages for which any employee is liable and for damages to an employee's own automobile when he/she is involved in an accident while driving his/her own automobile to a multiple alarm fire, or when returning from a multiple alarm fire in his/her own automobile, provided such accident occurs within one (1) hour of the time when he/she is relieved of duty at such multiple alarm fire. The City shall also be responsible for the payment of any damages to an employee's automobile resulting from an accident while he/she is driving such automobile on Fire Department business, provided that such accident was not caused by his/her willful or wanton negligence and further provided that he assign to the City any claim for damages to his/her automobile he/she may have against any other party involved in such accident. Any employee who is injured or killed in any accident referred to in this section shall be considered to have suffered such injury or death in the actual performance of his/her duties.
5. The City shall pay the cost of replacing eye glasses and dentures which are lost, broken or damaged in the line of duty.

6. There shall be a Safety Committee in accordance with the Letter of Intent dated February 15, 1985 and signed by the Chief and the Union.
7. Family and medical leave requests shall be governed by the federal Family and Medical Leave Act (FMLA). The City is not responsible for providing health insurance benefits to employees on leave beyond that required by law. Employees requesting leave under the FMLA must use all accrued paid leave prior to receiving leave without pay. Such leave shall be counted towards leave under the FMLA.
8. Nothing in this Agreement shall prohibit the City from taking steps to comply with the requirements of the Americans with Disabilities Act (ADA).
9. Employees covered by this contract are subject to the City of Stamford Drug and Alcohol Testing Policy attached hereto as Appendix I.

## **ARTICLE XXVI** **WAGES**

The annual wages of employees covered by this agreement shall be as set forth in Appendix I.

- A. Effective and retroactive to July 1, 2004, the pay rates in effect on June 30, 2004 will be increased by three percent (3%).
  - B. Effective and retroactive to July 1, 2005, the pay rates in effect on June 30, 2005 will be increased by three percent (3%).
  - C. Effective July 1, 2006 the pay rates in effect on June 30, 2006 will be increased by three percent (3%).
  - D. Effective July 1, 2007 the pay rates in effect on June 30, 2007 will be increased by three percent (3%).
  - E. Effective July 1, 2008 the pay rates in effect on June 30, 2008 will be increased by three percent (3%).
1. All wages shall be paid weekly at a rate arrived by dividing the annual wages referred to in the Appendix by 52.
  2. All employees working the night shift or portion thereof, regular or overtime shall be compensated for all hours worked on such shift at a rate of 10% in excess of their hourly rate at which they are working.

3. All employees working on a Sunday or portion thereof, regular or overtime, shall be compensated for all hours worked on Sunday at a rate of 15% in excess of their hourly rate at which they are working.
4. Each employee, covered by this agreement shall receive for years of service an increase in his annual base salary as follows:
  - (a) After 5 years - \$ 500.
  - (b) After 10 years - \$ 1,000.
  - (c) After 15 years - \$ 1,500.
  - (d) After 20 years - \$ 2,000.
  - (e) After 25 years - \$ 2,500.
  - (f) After 30 years - \$ 3,000.
  - (g) After 35 years - \$ 3,500.
  - (h) After 40 years - \$ 4,000.
  - (i) After 45 years - \$ 4,500.
  - (j) After 50 years - \$ 5,000.

Employees hired after July 1, 1997 will have longevity payments capped at thirty-five (35) years.

5. Any employee on special assignment or temporary duty assigned to work a day shift will receive compensation as if he/she was working on rotation in his/her regular group assignment (i.e. night differential, Sunday, holiday pay, etc).
6. Effective July 1, 1994 the Fire Marshal Division will receive a five (5%) incentive pay above the existing annual salary as set forth in Appendix I.
7. EMT/MRT Compensation. In recognition of the fact that the City has designated the SFRD as "First Responders".
  - A. Effective upon ratification, all new hires will be required to obtain an EMT certification as a condition of probation.
  - B. Effective July 1, 2006, all employees who have a valid EMT certificate (or greater) shall receive a five hundred dollar (\$500) stipend on or about July 1 of each year. Effective 7/1/08 the EMT stipend shall increase to seven hundred and fifty dollars (\$750).
  - C. Effective July 1, 2006, all employees who maintain a MRT shall receive a stipend of one hundred sixty-five dollars (\$165).

The City shall provide reasonably timed EMT certification or recertification training. All costs associated with the initial EMT certification and recertification for all employees will be borne entirely by the City of Stamford.

The City will endeavor in good faith to ensure that all employees maintain a minimum certification of MRT.

8. Merged employees originally hired by the Glenbrook, Belltown, and Turn of River Fire Departments on or before July 1, 1997 shall have their salary “redlined” at their current rate of pay as of July 1, 2007. For the purposes of this Agreement, “redlined” means an employee retains their current salary at its current level and will be ineligible for the July 1, 2008 general wage increase and subsequent general wage increases until the employees in his respective classification, as listed in the Appendices hereof, reach his level of pay. When the general wage increases provide a salary which exceeds the employees frozen “redlined” salary, then the employee’s salary shall be adjusted to receive that increase and all subsequent general wage increases.

\*Notwithstanding the red lined provision above, all employees from Glenbrook, Belltown and Turn of River shall be paid retroactively any and all wages due them through ratification of this Agreement.

#### **ARTICLE XXVII** **INTERRUPTION OF WORK**

1. The Union agrees that so long as the City shall abide by this agreement and by any decision of an arbitrator as herein provided for, the Union and members of the Union shall not cause, sanction or take part in any strike whatsoever (whether sit-down, sit-in, sympathetic, general or of any other kind), walkout, picketing (except informational picketing), stoppage of work, retarding of work or any other interference with the operation and maintenance of the Department. The foregoing shall not be deemed in derogation of, but in addition to, any prohibition against strikes provided for by Connecticut General Statutes 7-475, or by any other statute or provision of law.
2. Any violation of the foregoing paragraph shall be cause for disciplinary action, and/or suspension of the use of the Union office.

#### **ARTICLE XXVIII** **CITY’S PREROGATIVES**

Except as herein provided for, the City shall have the sole and exclusive right to determine all matters affecting the operation of the Department, including but not limited to the right to direct and control the fire fighting force and other employees, the right to hire and make transfers (other than on account of Union activity) for any cause which in the judgment of the Chief or the Fire Commission may affect the efficient operation of the Department, and the City’s decision in all such matters shall not be subject to contest or review by the Union or any employee.

**ARTICLE XXIX**  
**COLLEGE INCENTIVE PAY**

1. There shall be added to the annual base salary for Each employee who holds or subsequently received a PhD or law degree from an accredited college or university sum of Eleven Hundred Dollars (\$1,100.00); there shall be added to the annual base salary for each employee who holds or subsequently receives a Master’s Degree from an accredited college or university, sum of Nine Hundred Dollars (\$900.00); for each employee who holds or subsequently receives a Bachelor’s Degree from an accredited college or university, of Six Hundred Fifty Dollars (\$650.00) shall be added to his annual base salary; for each employee who has satisfactorily completed ninety (90) course credits at an accredited college or university or who satisfactorily completes same, sum of Four Hundred Fifty Dollars (\$450.00) shall be added to his annual base salary; for each employee who has satisfactorily completed sixty (60) course credits at an accredited college or university or who satisfactorily completes same, of Three Hundred Dollars (\$300.00) shall be added to his annual base salary; and for each employee who has satisfactorily completed thirty (30) course credits at an accredited college or university, or who satisfactorily completes same, of One Hundred Fifty Dollars (\$150.00) shall be added to his annual base salary.
2. An employee shall notify the City upon enrolling in an accredited college program leading to an undergraduate degree. The notification shall be on the appropriate form and shall be submitted to the Chief. The form is not limited to initial enrollment but may consist of a notification form for each semester and course. The City shall reimburse the employee within ninety (90) days the full cost of tuition, fees, and books for each course in such undergraduate degree program upon the employee showing that the course has been successfully completed with a grade of “C” or better, or in the case of some universities that use a “pass/fail” criteria, a “passing” grade.
3. An employee shall notify the City upon enrolling in an accredited college program leading to an advanced degree. The notification shall be on the appropriate form and shall be submitted and must be previously approved by the Chief. The form is not limited to initial enrollment but may consist of a notification form for each semester or course. The City shall reimburse the employee within ninety (90) days: (1) - the full cost of the related textbooks and fees, (2) - fifty percent (50%) of the cost of tuition, and (3) - fifty percent (50%) of the tuition after two years of the completed date providing that the employee is still in service with the Stamford Fire and Rescue Department. The employee must show that the course has been successfully completed with a grade of “C” or better, or in the case of some universities that use a “pass/fail” criteria, a “passing” grade.

Authorized Degree Programs:

- a. Fire Related Degree Program or Equivalent
  - b. Public Administration or Equivalent
  - c. Government Affairs
4. Any employee who attends and successfully completes a fire related course leading to a certificate or college accredited course shall be reimbursed up to three (3) days per year

for any time required to attend such classes, if attendance is required during his normally scheduled tour of duty. Prior approval of the Chief with no reasonable request denied shall be required.

5. Effective upon the ratification and execution date of the contract effective July 1, 1999, the City will reimburse employees for tuition and cost of books for State of Connecticut certification courses sponsored by the Commission on Fire Prevention and Control, for course work enrolled in after the execution date of the contract.

### **ARTICLE XXX** **COMMUNICATION'S SUPERVISOR**

1. In addition to the staffing provisions in Article VIII, the Stamford Fire Department shall cover the additional positions of Fire Communication Supervisor which shall be the rank of Captain and Fire Communication Shift Supervisor which shall be the rank of Lieutenant. This section shall increase the Department number of Captains by one (1) and the Department number of Lieutenants by four (4)
2. The 911 Communication Center shall have at least one sworn Fire Department officer on all shifts that the Center is in operation. If the Chief of the Fire Department determines that the position of Fire Communication Supervisor or Fire Communication Shift Supervisor is not required, the personnel assigned to the Center shall be reassigned to line positions. The reassigned personnel shall be assigned at the Chief's discretion but shall in any event increase the minimum officer's position per group by at least one.
3. The position of Fire Communication Supervisor shall be a Captain assigned from the ranks of the sworn officers of the Stamford Fire Department. It shall be the responsibility of the Fire Communication Supervisor to oversee all Fire and E.M.S. operations in the Communication Center. He shall report to the Chief of the Department. In addition, he shall cover one shift as a Fire Communication Shift Supervisor.
4. The position of Fire Communication Shift Supervisor shall be a Lieutenant assigned from the ranks of the sworn officers of the Stamford Fire Department. It shall be the responsibility of the Fire Communication Shift Supervisor to oversee all Fire and E.M.S. operations in the Communication Center while on duty. He shall report to the Fire Communication Supervisor.
5. The personnel assigned to the Communication Center shall be entitled to all benefits, including but not limited to, wages, differential payments, longevity payments, holiday pay, vacation pay, vacation and holiday schedules that any Captain or Lieutenant may be or shall be entitled to receive as set forth in this contract or successor contracts.

6. The following shift shall apply to all personnel while assigned to the Communication Center:
  - (a) There shall be a day shift consisting of eight (8) hours commencing at 0700 hours and terminating at 1500 hours.
  - (b) There shall be an evening shift consisting of eight (8) hours commencing at 1500 hours and terminating at 2300 hours.
  - (c) There shall be a night shift consisting of eight (8) hours commencing at 2300 hours and terminating at 0700 hours.
  - (d) The day, evening, and night shifts shall be rotated among the five (5) officers assigned to the Communications Center in the following manner:

Three (3) night shifts, followed by two (2) days off, followed by three (3) evening shifts, followed by two (2) days off, followed by three (3) day shifts, followed by two (2) days off, etc.
7. In the event of a vacant shift, the vacant shift shall be filled in the following manner:
  - (a) The vacant shift shall be offered to a sworn officer of the Department who shall have placed his name on a roster, which shall be maintained in the Communication Center. the roster shall indicate the officer's willingness to be called for filling a vacant shift in the Communication Center. The officer from this list, with the lowest hours, shall be called first.
  - (b) In the event that no sworn officer of the Department is available to fill said vacant shift, the vacant position shall be offered to a private on the aforementioned roster with the lowest hours. A private shall be eligible to sign said roster if they are on the current or last existing Civil Service List of candidates for the position of Lieutenant.
  - (c) In the event the vacancy cannot be filled by (a) or (b), the on duty Deputy Chief shall have the option of assigning a qualified officer or qualified private who is on the current or last existing Civil Service List of candidates for the position of Lieutenant, on a temporary shift by shift basis. The working group shall not reduce the staffing level that existed prior to filling the vacant shift in the Communication Center.
8. At no time may a fire fighter (except as otherwise provided herein) be used in the Communication Center as a Supervisor or dispatcher during any shift in which the employee is regularly assigned to fire duty in the fire station.
9. (a) All Lieutenants shall rotate in the Communication Center. A tour of duty in the Center shall consist of a number of months to be determined mutually by the Chief and Union. At no time may an officer be assigned to the Communication Center for disciplinary reasons. Any senior Lieutenant may request to be assigned to the Communications Center. Such request must be made through the proper chain of

command. The Fire Chief will make the final decision on assignments. In the event there are insufficient volunteers, the four (4) least senior Lieutenants in each group will be assigned, as the Fire Communication Shift Supervisor, to rotate on an equitable basis.

(b) Any senior Captain may request to be assigned to the Communication Center as Fire Communication Supervisor. Such request by a senior Captain shall be for a period of months to be determined mutually by the Chief and the Union President. In the event no Captain requests such assignment, the Chief of the Department shall assign a Captain by inverse seniority.

10. In the event that the Communication Center is civilianized by the City, the City will give the Union at least ninety (90) days notice prior to the intended date of implementation. The Union agrees to negotiate the impact of such a decision upon the fire personnel. In the absence of an agreement the issues will be submitted to binding arbitration and a decision rendered prior to any implementation.

### **ARTICLE XXXI** **EXTRA DUTY SHIFTS**

1. When an employee is asked to perform additional duties for the department, by mutual agreement between the employee and the Chief, he can be compensated by extra duty shifts. The number of extra duty shifts granted will be equal to the number of shifts used for the additional duty.
2. The extra duty shifts must be used in the calendar year they are accrued. At the sole discretion of the Chief the time frame for using the shifts can be extended.

### **ARTICLE XXXII** **PROMOTIONS**

1. For Fire Lieutenant:

A fire fighter must have obtained the classification of grade-one (1) fire fighter to be eligible to take the Civil Service promotional exam for Lieutenant.

2. Fire Marshal Division:

- a) A Deputy Fire Marshal must have been in the position for one (1) year to be eligible to take the Civil Service promotional exam for Assistant Fire Marshal.
- b) To be eligible to take the Civil Service promotional exam for Fire Marshal an employee must be an Assistant Fire Marshal or have been a Deputy Fire Marshal for five (5) years.

3. Merged employees originally hired by the Glenbrook, Belltown and Turn of River Fire Departments must have attained Grade 1 Fire Fighter status and have worked a minimum of two (2) years following their merger under this CBA to be eligible to take the Civil Service promotional exam for Lieutenant and have worked as a Stamford Fire & Rescue employee for eight (8) years to take the exam for Fire Captain.

**ARTICLE XXXIII**  
**GENDER CLAUSE**

Whenever reference is made to any gender or the neuter, the same shall be deemed to apply to all genders and the neuter, unless the context or biological infeasibility clearly requires a contrary interpretation.

**ARTICLE XXXIV**  
**SAVINGS CLAUSE**

If any provision of this Agreement, or the application of such provision, should be rendered or declared void or unlawful by any valid judicial, administrative, executive or legislative action, the remainder of this Agreement shall continue in full force and effect. Should a provision be declared void, unlawful, or inappropriate the parties shall meet to discuss the impact.

**ARTICLE XXXV**  
**COURT TIME AND JURY LEAVE**

1. Court Time: When off-duty, any employee required to appear in court, as a result of the performance of his/her regular duties, shall be paid at the rate of one and one-half (1½) times his regular rate, for all time spent in court.
2. Jury Duty: The City agrees to provide all employees of the Fire Department leave from duty with full pay throughout the duration of time required by the Court for the purposes of serving Jury Duty.

Employees of the Fire Department who receive a Jury Summons to appear will be granted leave with full pay for the entire day shift for which the summons is for, provided the employee is scheduled to work their regularly assigned shift on that day. Employees, who experience unforeseen hardships (late departure from court or additional appearance on the following day) as a result of their Jury Service, will have the right to request additional leave time through the on-duty Deputy Chief. No reasonable request will be denied.

In addition, Employees of the Fire Department who are requested to appear for Jury Duty will be granted leave from duty with full pay under the following circumstances:

- a. If the employee is required by the court to participate in Jury Duty on a shift in which he/she is off but is scheduled to work the fourteen (14) hour portion of his/her shift the night before, the employee shall be released at 2200 hours the night before he/she serves in Jury Duty and the City shall provide the employee leave with full pay for the remainder of the shift.
- b. If the employee is required by the court to participate in Jury Duty during the ten (10) hour portion of his shift, but is not scheduled to work the fourteen (14) hour shift the night before, he/she shall be granted leave from duty with full pay for both the ten (10) hour portion of his shift and the fourteen (14) hour portion of his/her shift, (the full tour) provided the shifts are consecutive.

**ARTICLE XXXVI**  
**INSPECTION PROGRAM FOR SUPPRESSION DIVISION**  
(This Article has been deleted by the parties)

**ARTICLE XXXVII**  
**FITNESS FOR DUTY PROGRAM**

The parties agree to reopen the Agreement with thirty (30) days written notice on or about July 1, 2006, for the sole purpose of negotiating mandatory Fitness for Duty Standards. Should the parties reach impasse or the membership fail to ratify any agreement reached, the parties shall submit the issue to interest arbitration. .

**ARTICLE XXXVIII**  
**LABOR MANAGEMENT/HEALTH AND SAFETY COMMITTEE**

1. The City and the Union agree that there will be a joint Labor-Management Health and Safety Committee. The Committee shall include representatives from Local 786 and the Fire Department Administration. The purpose of this Committee shall be to provide a forum to discuss items of employee health and safety and labor relations, which are of mutual concern to the participants and to make recommendations for the resolution of same. The Committee shall have the responsibility to review written safety complaints made by uniformed employees of the Fire Department.
2. The Committee shall consist of up to two (2) representatives from the union and up to two (2) representatives from the Fire Department Administration. Meetings will be held on a bi-monthly basis with a specific agenda for discussion to be distributed ten (10) working days prior to the meeting. Special meetings of the Committee may be held in response to a written request by any one of the participants. Agenda items shall concern employee health and safety issues and may include, but not be limited to the following:
  - Labor Relation Issues
  - Employee safety rules and procedures.

- Apparatus and equipment safety.
  - Employee health and safety education and training.
  - Infectious Disease concerns.
  - Review of employee health and safety complaints.
3. Recommendations of the Committee shall be made in writing and signed by a representative (s) of each participant. Such recommendations shall be forwarded to the Fire Chief for appropriate actions and/or response. In the event representatives of one or more of the parties cannot agree with a recommendation of the Committee they may submit a report indicating their reasons why they could not agree with the Committee's recommendation which may include an alternative recommendation. Such report and/or recommendation shall be forwarded to the Fire Chief along with the Committee's recommendation. The Fire Chief shall respond in writing to the Committee's recommendations indicating what action (s), if any, are to be taken. If no action is warranted, the Fire Chief shall indicate such is his/her response to the Committee and reasons therefore. In either event, the response from the Fire Chief shall be made within twenty (20) work days from the date the Committee's report is received.
  4. Participation on the Committee by representatives of IAFF Local #786 and the City, including any agreements reached on specific recommendation, shall not constitute a waiver of any existing rights a participant may have under their respective collective bargaining agreements, the Municipal Employees Relations Act (MERA), or under law. Any agreements reached by the Committee shall not constitute a modification or amendment to the participants' respective collective bargaining agreement unless specifically agreed to by the parties to each collective bargaining agreement.
  5. All representatives from Local 786 who participate on the Labor Management/Health and Safety Committee shall be granted leave with pay to attend all meetings of said Committee. In the event a Committee member is not scheduled to work during the time of a scheduled meeting, the Committee member will be compensated with compensatory leave time for a minimum of four (4) hours or for the amount of time required to attend the meeting in excess of four (4) hours.

**ARTICLE XXXIX**  
**DURATION**

1. This agreement, except ARTICLE XX, shall remain in full force and effect to and including June 30, 2009 and ARTICLE XX hereof shall remain in full force and effect until terminated by agreement of the parties. It is understood and agreed that all matters subject to collective bargaining between the parties have been covered herein and that it may not be opened before such date for changes in its terms, or additions or new subject matter.
2. The Union and the City shall mutually exchange in writing, at a date to be mutually determined by the parties (not to exceed the limitations of state statute), their proposals for renewal or modification of this agreement. The parties agree that they will enter

negotiations with respect to such renewal or modifications as soon thereafter as practicable, with the objective of completing same as soon as possible.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized representatives this \_\_\_\_\_ day of \_\_\_\_\_, 2009

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

**CITY OF STAMFORD**

**LOCAL #786, I.A.F.F.**

\_\_\_\_\_  
Dannel P. Malloy  
Mayor

\_\_\_\_\_  
Brendan T. Keatley  
President

\_\_\_\_\_  
Robert J. Murray  
Assistant Director of Human Resources

\_\_\_\_\_  
David J. Davis  
Vice President

\_\_\_\_\_  
Robert J. McGrath  
Chief, Stamford Fire and Rescue Department

**APPENDIX I**

International Association of Fire Fighters, Local #786  
Wage Schedules

<b>Fire Fighter</b>	<b>7/1/2005 3% Increase</b>	<b>7/1/2005 Hourly Rate</b>	<b>7/1/2006 3% Increase</b>	<b>7/1/2006 Hourly Rate</b>	<b>7/1/2007 3% Increase</b>	<b>7/1/2007 Hourly Rate</b>	<b>7/1/2008 3% Increase</b>	<b>7/1/2008 Hourly Rate</b>
<b>START</b>	39,356	18.0203	40,537	18.5609	41,753	19.1177	43,006	19.6913
<b>2ND YR</b>	44,928	20.5712	46,275	21.1884	47,664	21.8240	49,094	22.4787
<b>3<sup>RD</sup> YR</b>	48,708	22.3020	50,169	22.9711	51,674	23.6602	53,224	24.3700
<b>4<sup>TH</sup> YR</b>	52,487	24.0324	54,061	24.7534	55,683	25.4960	57,354	26.2608
<b>5<sup>TH</sup> YR</b>	56,268	25.7637	57,956	26.5366	59,695	27.3327	61,485	28.1527
<b>OVER 5</b>	60,343	27.6294	62,153	28.4583	64,017	29.3120	65,938	30.1914

	<b>7/1/2005 3% Increase</b>	<b>7/1/2005 Hourly Rate</b>	<b>7/1/2006 3% Increase</b>	<b>7/1/2006 Hourly Rate</b>	<b>7/1/2007 3% Increase</b>	<b>7/1/2007 Hourly Rate</b>	<b>7/1/2008 3% Increase</b>	<b>7/1/2008 Hourly Rate</b>
<b>FIRE LIEUTENANT/ FIRE MECHANIC</b>	68,812	31.5074	70,877	32.4527	73,003	33.4262	75,193	34.4290
<b>DEPUTY FIRE MARSHAL</b>	72,253	33.0831	74,421	34.0756	76,654	35.0979	78,953	36.1508
<b>CAPTAIN/ MECH SPVR</b>	79,472	36.3881	81,856	37.4798	84,312	38.6042	86,841	39.7623
<b>CAPTAIN/ FIRE MARSHAL</b>	83,446	38.2081	85,950	39.3543	88,528	40.5350	91,184	41.7510
<b>DEPUTY CHIEF/ TRAINING OFFICER</b>	90,139	41.2726	92,844	42.5108	95,629	43.7861	98,498	45.0997
<b>SPVR FIRE PREV BUREAU/ FIRE MARSHAL</b>	94,646	43.3359	97,485	44.6360	100,410	45.9751	103,422	47.3543

**APPENDIX II**  
**City of Stamford Drug and Alcohol Policy**

**I. Policy**

The City of Stamford and the Union recognize that illegal use of drugs and abuse of alcohol are a threat to the public welfare and a safe work environment. Moreover, it is understood that illegal drug use and alcohol abuse severely lowers productivity and quality of work performed. Therefore, the City and the Union will take steps necessary to eliminate illegal drug use and alcohol abuse, including but not limited to drug and alcohol testing, education and rehabilitation. As the initial goal of this Drug and Alcohol Policy, and in order to facilitate rehabilitation, the City shall provide assistance towards rehabilitation for any member who seeks such assistance from the City in overcoming an addiction to, dependence on, or problem with drugs and/or alcohol.

**II. Definitions**

- A. Alcohol or Alcoholic Beverages - Any beverage that has an alcohol content.
- B. Drug - Any substance (other than alcohol) capable of altering the mood, perception, pain level or judgment of the individual consuming it.
- C. Prescribed Drug - Any substance prescribed, for the individual consuming it, by a licensed medical practitioner.
- D. Illegal Drugs - Any drug or controlled substance, the sale or purchase and consumption of which is illegal.
- E. Supervisor - The employee's immediate supervisor.
- F. Employee Assistance Program (EAP) - An employee assistance program provided by the City of Stamford.
- G. Tardiness - Documented late four (4) times to work in one year starting on the date of the first occurrence.
- H. Drug Test - The compulsory production and submission of urine by employee in accordance with policy procedures as herein set forth, for chemical analysis to detect prohibited drug use.
- I. Reasonable Suspicion - The quantity of proof or evidence that is more than a mere hunch, but less than probable cause. Reasonable suspicion must be based on specific, objective facts and any rationally derived inferences from those facts about the conduct of an individual that would lead the reasonable person to suspect that an individual is or has been using illegal drugs or alcohol while on or off work time. Reasonable suspicion includes, but is not limited to:
  - 1. Involvement in a fatal or serious bodily injury accident or in an accident involving substantial damage (exceeding \$50,000.00) on-duty; or
  - 2. An observable phenomena, such as direct observation of drug/alcohol use or the physical symptoms of being under the influence of a drug/alcohol; or
  - 3. A pattern of abnormal conduct or erratic behavior; or
  - 4. An arrest and conviction of a drug related offense; or
  - 5. Information provided by reliable and credible sources that have been independently corroborated.
- J. Medical Review Officer - A licensed physician with knowledge of substance abuse disorders. This officer will be jointly agreed upon by the City and the Union.

- K. Monitor – To oversee in strictest of confidence an employee progress in a rehabilitation program in an effort to determine employees’ eligibility for continued employment.

**III. Education and Information**

- A. All employees shall be informed and given a copy of the City’s drug and alcohol testing policy. All newly hired employees will be provided with this information. Prior to any testing, the employee will be required to sign the attached consent and release form. Employees who voluntarily come forward and ask for assistance to deal with a drug or alcohol problem shall not be disciplined by the City, unless such action is motivated by an ordered drug/alcohol test, or there is other misconduct.
- B. All supervisors will be trained on the standards of “reasonable suspicion” and all aspects of this policy, prior to its implementation.

**IV. Prior to Implementation of Policy**

- A. Any employee that feels that he or she has developed an addiction to, dependence upon, or problem with alcohol and/or drugs, legal or illegal, is encouraged to seek assistance. Entrance into the Employee Assistance Program (EAP) can occur by self-referral, recommendation, or referral by supervisor upon the member’s request.
- B. Requests for assistance by any of the above will remain confidential between the employee and the employee assistance personnel.
- C. The Medical Review Officer shall be the only member to monitor an individual’s progress through the Employee Assistance Program.
- D. Rehabilitation itself is the responsibility of the employee. Every attempt will be made by employees to schedule rehabilitation and counseling during non-working hours.
- E. To be eligible for continuation of employment, the employee must provide through the Employee Assistance Program that he/she is continuously enrolled in a treatment program and actively participating in that program.
- F. Upon successful completion of treatment, and a written statement to that effect to the Department, the member shall be returned to active status without reduction in pay or seniority.

**V. Violations**

**A. Alcoholic Beverages**

- 1. No alcoholic beverages will be brought into or consumed while on duty.
- 2. Drinking or being under the influence of alcoholic beverages while on duty may subject the employee to discipline, up to and including termination.
- 3. Any member whose off-duty use of alcohol leads the City to reasonably suspect that it is resulting in excessive absenteeism or tardiness or inability to perform duties in a satisfactory manner, may be referred to the Employee Assistance Program for rehabilitation in lieu of, or in conjunction with disciplinary action being taken. In the event the employee refuses or fails rehabilitation, disciplinary action for the violation committed may be imposed, up to and including termination of employment.

**B. Prescription Drugs**

1. Any member under long term use of a prescription drug, which may affect the performance of his/her job duties, shall notify his/her Department Head.
2. No prescription drug shall be brought upon the work premises by any person other than the person for whom the drug is prescribed, by a licensed medical practitioner, and shall be used only in the manner, combination and quantity prescribed.
3. Any employee whose use of prescription drugs results in any violation of the rules and regulations of the City including, but not limited to, excessive absenteeism or tardiness, or inability to perform duties in a satisfactory manner, may be referred to the Employee Assistance Program for rehabilitation in lieu of or in conjunction with disciplinary action being taken. In the event the employee refuses or fails rehabilitation, disciplinary action for the violation committed may be imposed, up to and including termination of employment.
4. No employee shall willfully ingest any prescription drugs in amounts beyond the recommended dosage.

**C. Illegal Drugs**

1. The use of an illegal drug, or controlled substance, or possession of them on or off-duty is cause for immediate disciplinary action.
2. The sale, trade or delivery of illegal drugs, or controlled substances by an employee to another person, will subject the employee to termination and referral to law enforcement authorities.

**VI. Procedures**

The procedures relative to employees thought to be using, possessing, or under the influence of alcohol or chemicals while on-duty shall be as follows:

- A. All employees shall report to their places of employment fit and able to perform their required duties and shall not by any improper act render themselves unfit for work.
- B. A supervisor who has reasonable suspicion to believe an employee is under the influence of drugs, alcohol, or chemicals, shall immediately notify the Department Head or the highest authority in the department available and stop the employee from conducting any further work.
- C. Both the immediate supervisor and the Department Head, if available, will interview the employee. After the interview, if both supervisors concur that there is reasonable suspicion that the employee is under the influence of alcohol, drugs, or chemicals, the employee shall be taken to the facility at the time which does a urine analysis, or can have the testing lab send a person qualified to take a urine specimen into custody, to the station where the employee is assigned. The employee upon request, shall be entitled to the presence of a Union Representative before testing is administered.
- D. Both supervisors shall document reasons and observations while the cause is still fresh in their minds and the details can be recalled.
- E. If an employee believes his/her supervisor may be under the influence of drugs, alcohol, or chemicals, he/she shall immediately notify the individual's superior officer in the chain of command. The individual believed to be under the influence shall be governed by the same rules and standards set forth under this policy.

- F. If the employee is willing to sign the appropriate release form, the lab or urine specimen custodian shall retrieve, in a proper manner and place, the urine specimen and shall perform a drug and alcohol test.
- G. It should be made clear to the employee before he/she signs the release form that the results will be made available to the Department head and may be used for rehabilitation and/or disciplinary action of the employee.
- H. If the employee refuses to submit to the test, the test result shall be deemed “positive” and appropriate disciplinary action will be taken.
- I. The results, if positive, will be forwarded to the Medical Review Officer who shall examine alternate medical explanations for any positive test result. This action could include conducting a medical interview with the individual, review of the individual’s medical history, or review of any other relevant biomedical factors. The Medical Review Officer shall review all medical records made available by the tested individual when a confirmed positive test could have resulted from legally prescribed medication.
- J. A split sample shall be reserved in all cases for an independent analysis in the event of a positive test result. All samples must be stored in a scientific acceptable preserved manner as established by NIDA. All positive confirmed samples and related paperwork must be retained by the laboratory for at least six (6) months or for the duration of any grievance disciplinary action or legal proceedings, whichever is longer. At the conclusion of this period, the paperwork and specimen shall be destroyed as allowed by law.
- K. Upon the confirmation of a positive test result, the employee shall be enrolled in a Primary Care Rehabilitation Program. The Director shall be notified. The type of treatment and the length of the program shall be determined jointly by the Director of the Employee Assistance Program (EAP) and the facility providing the care. Any and all costs incurred above and beyond that which is covered by the employee’s Insurance policy shall be paid for by the City of Stamford.
- L. If confirmatory testing results are negative, all samples shall be destroyed and records of the testing expunged from the employee’s file, as allowed by law.
- M. During the rehabilitation period, an employee’s position shall be protected, further seniority shall be infringed. This protection shall only be available to employees during rehabilitation periods.
- N. The primary care program shall make the determination as to the time and program of after-care (out patient care) needed by the patient. The City of Stamford shall incur all expenses after exhaustion of all medical insurance.
- O. Rejection of treatment, or failure to complete all aspects of the program, including attendance to all follow-up maintenance meetings shall subject the employee to termination.

## VII. **Discipline**

After all reviews and split sample testing has occurred, the following shall apply for positive test results:

- A. The first positive test will result in a three (3) shifts unpaid suspension with a mandatory referral to EAP. A treatment program will be developed by the provider. The employee shall be obligated to continue and complete the requirements of the program as a condition of continued employment. The employee shall also be subject

- to random testing over the next two (2) years, or as required by the rehabilitation program, whichever is longer.
- B. If the employee tests positive for a second time, the employee shall be suspended for five (5) shifts and be re-evaluated by the EAP provider. The employee shall be required to follow the recommended treatment program and be subject to follow-up drug and alcohol testing.
  - C. If an employee tests positive for a third time, the employee shall be terminated.
  - D. This agreement does not limit the City's ability to impose more severe discipline, up to and including termination, for underlying misconduct beyond the positive drug and alcohol test.
  - E. If the employee refuses to take the test or does not show up for the test, it will be considered a positive test for the purpose of this agreement.

**VIII. Random Testing**

Except as required by statute for employees with a Commercial Drivers License, random or mass testing is prohibited except for members enrolled in active or after-care programs and probationary employees, or allowed by law.

**IX. Laboratory**

- A. The City shall utilize a NIDA certified lab. For the purposes of determining a positive test under the provisions of this policy, the cutoff levels/values shall be set by NIDA Five Panel Standards.
- B. The City will be required to keep the results confidential and it shall not be released to the general public, unless ordered by the courts.

**X. Changes in Testing Procedures**

The parties recognize that during the life of this agreement, there may be improvements in the technology of testing procedure which provide more accurate testing. In the event, the parties will discuss whether to amend this procedure to include such improvements.

**XI. Right of Appeal**

The employee has the right to challenge the results of the drug or alcohol test and any discipline imposed.

**XII. Union Hold Harmless**

This drug and alcohol testing program was initiated at the request of the City. The Fire Department assumes sole responsibility for the administration of this policy and shall be solely liable for any legal obligations and costs arising out of the provisions and/or application of this collective bargaining agreement relating to drug and alcohol testing. The Union shall be held harmless for the violation of any worker rights arising from the administration of the drug and alcohol testing program.

The individual members of the Union will be solely responsible for their individual actions.

APPENDIX III  
MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE CITY OF STAMFORD  
AND  
THE STAMFORD PROFESSIONAL FIRE FIGHTERS ASSOCIATION,  
LOCAL #786 OF THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

The parties agree that upon the institution of the twenty-four (24) hour shift in accordance with the July 1, 2005-June 30, 2009 collective bargaining Agreement, the following policies and procedures will be implemented:

1. An employee's utilization of incremental accrued paid time off (vacation, holiday, and compensatory time) will be limited to the following time frames:
  - a. Accrued paid time off may be utilized in four (4) hour increments during the hours of 0800 to 1200 or 1400 to 1800 during the day shift portion of an employee's tour or from 1800 to 2200 during the night shift portion of an employee's tour.
  - b. Accrued paid time off may be utilized in half-shift increments of 0800 to 1300 or 1300 to 1800 during the day shift portion of the employee's tour or from 1800 to 0100 or 0100 to 0800 during the night shift portion of an employee's tour.
2. No employee shall work more than thirty-eight (38) consecutive hours as the result of overtime or a mutual trade. An employee may work up to an additional fourteen (14) hours either before or after his/her tour (a 10 hour day shift immediately followed by a 14 hour night shift) but must have a minimum of six (6) hours off before returning to work.
3. An employee must notify the Department that he/she is returning from sick leave no later than 2100 hours the night before his/her day shift or by 1200 the day of the night shift portion of his/her tour before he/she can return to work. It is agreed that the employee cannot report, or be ordered to report, before the start of the next shift, except in emergencies.

\_\_\_\_\_  
FOR THE CITY OF STAMFORD

\_\_\_\_\_  
FOR THE IAFF

\_\_\_\_\_  
DATE

EXHIBIT 1  
HEALTH INSURANCE GRID

<b>BENEFITS SUMMARY DESCRIPTION</b>
-------------------------------------

The Open Access POS offers you the opportunity to use either Health Net network or non-network health care providers each time you seek medical care, and still receive benefits for covered services.

Open Access POS gives you a powerful new choice. You can work within the Health Net provider network (there are thousands of participating physicians and dozens of hospitals in the Tri-State network) or "opt out" choosing a provider not affiliated with Health Net. Care delivered both within and outside the network is recognized as a managed care benefit. Outside the network, care is subject to deductibles, coinsurance, and claim forms typical of indemnity plans.

**Out-of-Network Providers:**

Participant deductible, per calendar year	.....\$200.00
Family unit deductible, per calendar year	.....\$400.00

**In-Network Co-payment Maximum:** All of your in-network co-payments will be applied to the annual in-network co-payment maximum of \$400 per participant or \$800 per family per calendar year exclusive of prescription drug benefit.

**Out-of-Network Benefits:** When using Out-of-Network benefits Prior Authorization is required for all inpatient admissions and certain outpatient procedures. To obtain Prior Authorization, please contact the Health Net Customer Service Department at 1-800-205-0095. A flat penalty of 50% of the initial \$10,000.00 of covered expenses of the cost of the case per each non-certification occurrence is applicable to Out-of-Network reimbursement when the participant does not complete the Prior Authorization process.

**General Exclusions:** You are not covered for physical exams for employment, insurance, school, premarital requirements or summer camp (unless substituted for a normal physical exam); prescription drugs and some injectables dispensed by a physician in his or her office; dental services including oral surgery (unless services required as a result of an accident); routine eye exams (no illness or injury diagnosed), eyeglasses, or contact lenses; hearing aids; routine foot care; some transplant procedures; cosmetic or reconstructive surgery, unless medically necessary; custodial services; injury or sickness caused by war or service in the armed forces; services of a person who is a member of your immediate family; services of a person who resides in your home; services of volunteers or persons who do not normally charge for their services; services given by a licensed pastor counselor or member of congregation provided in course of normal duties; weight-reduction programs; marriage counseling; or long-term psychiatric treatment.

Health Net will not duplicate any benefits to which members are entitled under Workers' Compensation, No-Fault, Medicare, or other group health insurance coverage.

The services, exclusions and limitations listed above do not constitute a contract and are a summary only. If you have any questions, please call the Health Net Customer Service Dept. at 1-800-205-0095.

**Please Note: For any services listed for which a visit or dollar limit is indicated, In-Network and Out-of-Network Services count collectively toward the limit.**

<b>BENEFITS</b>	<b>IN-NETWORK</b>	<b>OUT-OF-NETWORK</b>
<b>Benefit Cost shares</b>		
	\$10 office visit co-payment \$100 hospital admission co-payment Out-of-pocket maximum: \$400 ind. /\$800 fam.	Deductible: \$200/\$400 Coinsurance: 80% of first \$5,000 Out-of-pocket maximum: \$1,200 ind. /\$2,400 fam.
Out of pocket maximum exclusive of prescription drug benefit charges, excess R&C*, non covered services, and supplies and charges in excess of maximum visits.		
<b>Preventive Care</b>		
Pediatric Well Care, including immunizations	\$10 co-payment	Subject to deductible, coinsurance, and R&C
	Monthly - birth to 5 months of age Every other month - 6 months to 11 months of age Every 3 months - 12 months to 23 months of age Every 6 months - 24 months to 35 months of age Once per calendar year - age 3 through age 17	
Adult Routine Physical Examinations	\$10 co-payment	Subject to deductible, coinsurance, and R&C
	Every 3 calendar years - age 18 to 29 Every other calendar year - age 30 to 49 Every calendar year - on or after age 50	
Gynecological Routine Examinations	\$10 co-payment	Subject to deductible, coinsurance, and R&C
	Once per calendar year In addition - as medically necessary	
Mammographic Services	\$10 co-payment	Subject to deductible, coinsurance, and R&C
	Age 35 to 39 - one baseline mammography Age 40 and over-once every calendar year or as medically necessary	
Hearing Examinations	\$10 co-payment	Subject to deductible, coinsurance, and R&C
<b>Medical Services</b>		
Medical Office Visit	\$10 co-payment	Subject to deductible, coinsurance, and R&C
Outpatient - Occupational, Physical and Speech Therapy	\$10 co-payment	Subject to deductible, coinsurance, and R&C
	Combined 30 visit maximum per calendar year	

\* R&C - Reasonable and Customary Allowance

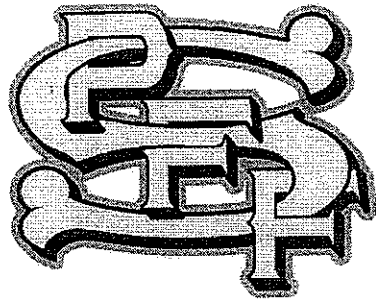
<b>BENEFITS</b>	<b>IN-NETWORK</b>	<b>OUT-OF-NETWORK</b>
Chiropractic Therapy	\$10 co-payment	Subject to deductible, coinsurance, and R&C
	30 visit maximum per calendar year	
Allergy Services	\$10 co-payment Allergy shots including bee venom extract Office visit and allergy shots combined subject to one co-payment	Subject to deductible, coinsurance, and R&C
Diagnostic Lab & X-Ray and Chemotherapy Services	100% of covered expenses	Subject to deductible, coinsurance, and R&C
Inpatient - Medical Services	100% of covered expenses \$100 co-payment per admission	Subject to deductible, coinsurance, and R&C
	Prior Authorization required for certain procedures	
Surgery Fees	100% of covered expenses	Subject to deductible, coinsurance, and R&C
	Prior Authorization required for certain procedures	
Office Surgery	\$10 co-payment	Subject to deductible, coinsurance, and R&C
	Prior Authorization required for certain procedures	

<b>Mental Health and Substance Abuse</b>	<b>IN-NETWORK</b>	<b>OUT-OF-NETWORK</b>
Inpatient Hospital Psychiatric Biologically Based	100% of covered expenses \$100 per admission	Subject to deductible, coinsurance, and R&C
Outpatient Mental Health Biologically Based	\$10 co-payment	Subject to deductible, coinsurance, and R&C
Inpatient Hospital Psychiatric Non-Biologically Based	100% of covered expenses \$100 co-payment per admission	Subject to deductible, coinsurance, and R&C
	60 Inpatient day maximum or substitution for 120 partial hospitalization days per calendar year	
Outpatient Mental Health Non-Biologically Based	\$20 co-payment	50% R&C
	30 Outpatient Visits per calendar year	
Inpatient Hospital Substance Abuse and / or Alcoholism	100% of covered expenses \$100 co-payment per admission	Subject to deductible, coinsurance, and R&C
Outpatient Substance Abuse and / or Alcoholism	\$10 co-payment	Subject to deductible, coinsurance, and R&C
	Combine inpatient and outpatient maximum of 45 days per calendar year	
<b>Emergency Care</b>		
Emergency Room	\$50 co-payment Waived if admitted	\$50 co-payment Waived if admitted
After Hours Urgent Care Center	\$10 co-payment	\$10 co-payment
Walk-In Center	\$10 co-payment	\$10 co-payment
Ambulance	100% of covered expenses	100% of covered expenses
	When determined medically necessary	

Biologically-based mental illnesses include: Schizoaffective Disorder, Major Depressive Disorder, Bi-Polar Disorder, Paranoia and other Psychotic Disorders, Obsessive-Compulsive Disorder, Panic Disorder, Pervasive Development Disorder, or Autism.

BENEFITS	IN-NETWORK	OUT-OF-NETWORK
<b>Inpatient Hospital</b>		
General/Medical/Surgical/ Maternity (semi-private)/ Intensive Care	100% of covered expenses \$100 co-payment per admission	Subject to deductible, coinsurance, and R&C
Subject to non-emergency precertification		
Ancillary Services (medication, supplies)	100% of covered expenses	Subject to deductible, coinsurance, and R&C
<b>Outpatient Hospital</b>		
Outpatient - Surgery, Facility Charges	100% of covered expenses	Subject to deductible, coinsurance, and R&C
Diagnostic Lab & X-Ray	100% of covered expenses	Subject to deductible, coinsurance, and R&C
Pre-Admission Testing	100% of covered expenses	Subject to deductible, coinsurance, and R&C
<b>Other Services</b>		
Rehabilitation	100% of covered expenses	Subject to deductible, coinsurance, and R&C
	45 day maximum or substitution for hospitalization	
Skilled Nursing Facility	100% of covered expenses	Subject to deductible, coinsurance, and R&C
	60 day maximum per calendar year	
Hospice	100% of covered expenses	100% of covered expenses
	Individuals with life expectancy of 6 months or less	
Durable Medical Equipment	80% coinsurance	50% coinsurance
	\$10,000 maximum per calendar year	
Prosthetics	100% of covered expenses	Subject to deductible, coinsurance, and R&C
	\$5,000 maximum for prosthetic Calendar year replacement parts maximum \$500	
Home Health Care	Covered 100% of covered expenses with prior approval	Subject to deductible, coinsurance, and R&C
Prescription Drugs	\$5 generic \$10 brand \$5 mail order (90-day supply) No maximum  Effective 1/1/08 (30 day supply) \$10 Generic \$20 Preferred Brand \$30 Non-Preferred name brand \$10 mail order (90 day supply)	Emergency pharmacy services Only
Dependent/Student Eligibility	Child to age 19 Child to age 23 if full time student	





# Collective Bargaining Agreement

Between

City of Stamford

and

The Stamford Professional Fire Fighters  
Association,

Local #786 of the International Association  
of Fire Fighters

July 1, 2009 – June 30, 2011

**TENTATIVE AGREEMENT  
BETWEEN THE CITY OF STAMFORD  
AND THE STAMFORD PROFESSIONAL FIRE FIGHTERS  
ASSOCIATION LOCAL #786, I.A.F.F.**

This Tentative Agreement is by and between the City of Stamford (City) and the Stamford Professional Fire Fighters Association, Local #786 I.A.F.F. (Union).

The parties hereto agree that the collective bargaining agreement between the parties dated July 1, 2005 and ending June 30, 2009, shall be extended by one year. The collective bargaining agreement shall terminate June 30, 2010.

Effective July 1, 2009, there shall be a general wage increase of three percent (3%). In addition, the following language shall be deleted from Article X, Section 1 of the contract:

Either party may revert back to the Work Schedule in effect on June 30, 2005 provided:

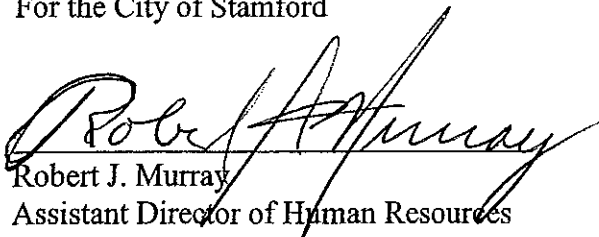
1. The 24 hour work schedule has been in effect until June 30, 2009;
2. The party wishing to revert back has notified the other party no later than the last day of the third month following the end of the current CBA June 30, 2009, that the party is considering exercising its option to revert back to the former work schedule. If either party gives such notification, the parties shall promptly meet and attempt to resolve any issues related to the 24 hours schedule;
3. The reason(s) for reverting back to the former schedule cannot be arbitrary or capricious.

The parties agree to submit the issue of whether the reason(s) for the party exercising its right to revert is arbitrary or capricious to expedited arbitration for resolution. The 24 hour work schedule shall remain in effect until the arbitrator has ruled on the matter.

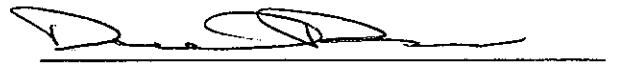
All other terms and conditions shall remain unchanged.

This Tentative Agreement is subject to ratification and finalization by the parties.

For the City of Stamford

  
Robert J. Murray  
Assistant Director of Human Resources

For the Union

  
Brendan Keatley, President  
Local #786 I.A.F.F.  
DAVID DAVIS VICEPRESIDENT

2/23/09  
Date

AGREEMENT  
BETWEEN THE CITY OF STAMFORD  
AND THE STAMFORD PROFESSIONAL  
FIREFIGHTERS ASSOCIATION LOCAL #786, I.A.F.F.

This Agreement is by and between the City of Stamford (City) and the Stamford Professional Fire Fighters Association Local #786, I.A.F.F. (Union).

The parties agree that in addition to the terms and conditions of the prior Agreement entered into on February 23, 2009, the following terms and conditions shall all be agreed to:

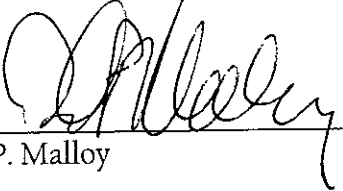
1. The Collective Bargaining Agreement shall be extended for an additional one (1) year period from July 1, 2010 and ending June 30, 2011.
2. The general wage increase of three percent (3%) effective July 1, 2009, shall be deferred until October 1, 2009.
3. Effective July 1, 2010, there shall be a general wage increase of two percent (2%).
4. Article XVIII, Uniforms, Section 1 shall be amended to read, "The amount the City is obligated to provide shall be limited to seventy-five hundred dollars, (\$7,500) for the period of July 1, 2009 through June 30, 2010. The issuance of uniforms under this section shall be determined by the Department." Section 2 shall be amended to read, "The amount the City is obligated to provide shall be limited to fifty-five thousand dollars (\$55,000) for the period of July 1, 2009, through June 30, 2010.
5. Article XIX, Insurance, Section 6, shall be amended to read, "Effective July 1, 2009, employees shall be required to contribute ten percent (10%) pursuant to the language as contained in the current Collective Bargaining Agreement. The language requiring the contribution of 11% effective June 30, 2009, shall be deferred to July 1, 2010.
6. Article VII, Staffing, Section 5, shall be amended to read, "Effective July 1, 2009, the requirement to staff nine (9) Deputy Fire Marshals shall be reduced to eight (8). Effective July 1, 2010, the requirement shall revert back to nine (9)."
7. Article 21, Seniority, Section 8 shall be amended to read, "Effective July 1, 2009, there shall be no layoffs of any Stamford Fire and Rescue employees for the period of July 1, 2009, through and sunsetting on June 30, 2011.

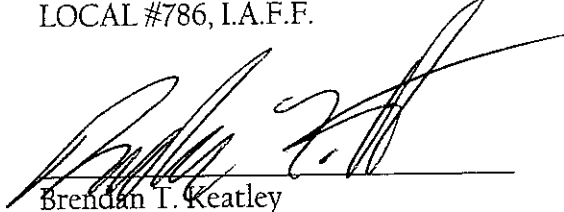
IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duty authorized representatives this 19th day of October, 2009.

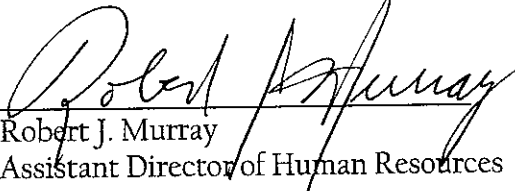
SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

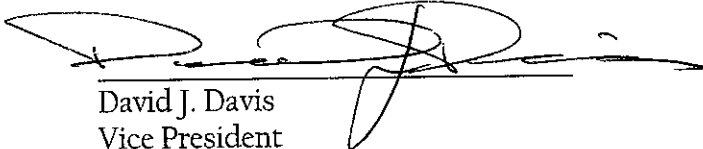
CITY OF STAMFORD

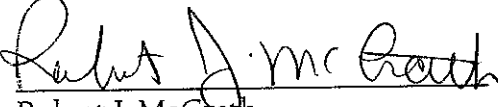
LOCAL #786, I.A.F.F.

  
\_\_\_\_\_  
Dannel P. Malloy  
Mayor

  
\_\_\_\_\_  
Brendan T. Keatley  
President

  
\_\_\_\_\_  
Robert J. Murray  
Assistant Director of Human Resources

  
\_\_\_\_\_  
David J. Davis  
Vice President

  
\_\_\_\_\_  
Robert J. McGrath  
Chief, Stamford Fire and Rescue Department

**APPENDIX I**  
**INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS (LOCAL 786)**  
**WAGE SCHEDULES**

	10/1/2009 3% Increase	10/1/2009 Hourly Wage	7/1/2010 2% Increase	7/1/2010 Hourly Wage
<b>Firefighter</b>				
<b>Start</b>	44,296	20.2821	45,182	20.6877
<b>2<sup>nd</sup> Year</b>	50,567	23.1534	51,578	23.6163
<b>3<sup>rd</sup> Year</b>	54,821	25.1012	55,917	25.6030
<b>4<sup>th</sup> Year</b>	59,075	27.0490	60,257	27.5902
<b>5<sup>th</sup> Year</b>	63,330	28.9973	64,597	29.5774
<b>Over 5 Years</b>	67,916	31.0971	69,274	31.7189
<b>Fire Lieutenant</b>	77,449	35.4620	78,998	36.1712
<b>Fire Mechanic</b>				
<b>Deputy Fire Marshall/Inspector</b>	81,321	37.2349	82,948	37.9799
<b>Fire Captain</b>	89,446	40.9551	91,235	41.7743
<b>Mechanical Supervisor</b>				
<b>Assistant Fire Marshall</b>	93,918	43.0027	95,797	43.8631
<b>Fire Captain - Training Division</b>				
<b>Deputy Fire Chief</b>	101,453	46.4528	103,482	47.3819
<b>Deputy Fire Chief - Training Division</b>	106,526	48.7756	108,656	49.7509
<b>Fire Marshall</b>				