

BOA Approval: 4/23/14

**AGREEMENT BETWEEN**

**CITY OF NEW HAVEN**

**AND**

**NEW HAVEN FIRE UNION, LOCAL 825  
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS,  
AFL-CIO**

**July 1, 2011 – June 30, 2016**

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MEDICAL BENEFITS MATRIX/PRESCRIPTION PLAN		

This Agreement entered into by the City of New Haven, hereinafter referred to as the City and the New Haven Fire Union Local No. 825, International Association of Firefighters, Inc., AFL-CIO, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the City and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and establishment of rates of pay, hours of work, working privileges or benefits or any other matters that come within the general meanings of the terms, working conditions or conditions of employment, as provided for in the Municipal Employee Relations Act of the State of Connecticut.

## **ARTICLE I - RECOGNITION**

1.1 The City hereby recognizes the Union as the sole and exclusive bargaining agent for all the uniformed and investigatory positions within the Department of Fire Service, except that of Fire Chief and Department Executive Officer.

As used herein, the term "employee" shall include any member of the Department of Fire Service with the exception of those excluded herein.

1.2 Nothing herein shall be construed to preclude the Union from retaining counsel to assist in the negotiations and collective bargaining, or to prevent counsel from attending any hearings or meetings dealing with grievances, or any of the terms of this Agreement.

## **ARTICLE II - MANAGEMENT RIGHTS**

2.1 The employer maintains the exclusive right to direct the work force except as such right is relinquished, modified or abridged by or is in conflict with the terms of this Agreement. This right shall include, but shall not be limited to, the right to:

- (a) direct employees;
- (b) hire, promote, transfer and assign;
- (c) suspend, demote, discharge or take other disciplinary action;
- (d) take any action necessary in order to maintain the efficiency of the Fire Department and determine the methods, means, manner and personnel by which services shall be rendered.

2.2 The right to make reasonable rules and regulations shall be considered an acknowledged function of the City except as such right is relinquished, modified or abridged by or is in conflict with the terms of this Agreement.

### **ARTICLE III - CHECK-OFF**

3.1 The City agrees to deduct weekly from the wages paid to every employee covered by this Agreement, Union dues in an amount determined by the Union as the regular weekly dues required by said Union. The City agrees that it will withhold said dues from the employees covered by this Agreement without regard to their membership in the Union. The Union agrees that it will indemnify and save the City harmless from any and all liability, claim, responsibility, damage or suit which may arise out of any action taken by the City in accordance with the terms of this Article in an amount not to exceed the sum received by the Union on account of the deductions made from the earnings of such employee or employees.

3.2 All employees shall, as a condition of employment, remain members of the Union in good standing.

3.3 The parties further agree that, as a condition of employment, all employees covered by this Agreement shall either join the Union, or shall pay to the Union a service fee, as set forth by the Union to aid the Union in defraying costs in connection with its obligations and responsibilities as the bargaining agent for all employees.

3.4 In the event that any employee fails to pay his Union dues, or the service fee referred to in Section 3.3, the City, upon certification of said fact, in writing, by the Treasurer of the Union shall notify the delinquent employee that his employment shall be terminated unless the amount due is paid within thirty (30) days of notification. If the amount due is not paid within said thirty (30) day period, the City shall terminate said employee.

### **ARTICLE IV - BULLETIN BOARDS**

4.1 The City shall permit the Union reasonable and exclusive use of at least one of the bulletin boards in each of the respective fire houses for the posting of notices, bulletins, newspapers, etc., concerning Union business and activities.

### **ARTICLE V - DISCHARGE AND DISCIPLINE**

5.1 No permanent employee shall be removed, dismissed, discharged, suspended, fined, reduced in rank or disciplined in any manner except for just cause.

5.2 In all disciplinary proceedings before the Board of Fire Commissioners the employee or employees and the Union shall be furnished with a written statement of the charges at least ninety-six (96) hours in advance of the scheduled hearing (exclusive of Saturdays, Sundays and Holidays) together with a brief description of the circumstances which led to the charges.

## ARTICLE VI - GRIEVANCE PROCEDURE

6.1 In the event that any dispute arises between the City and the Union or any employee concerning the interpretation or application of any of the provisions of this Agreement or concerning wages, hours and conditions of employment which are provided for in this Agreement or in any statute, charter provision, ordinance, regulation or policy, or concerning any matter or condition arising out of the employer-employee relationship, such difference or dispute shall be deemed a grievance and shall be settled in accordance with procedures set forth herein:

### Step I

The Union shall submit such grievance in writing to the Chief of the Fire Department within ten (10) working days of the occurrence or event giving rise to the grievance. Within five (5) working days after said Chief or his designated representative receives such grievance he or his designated representative shall arrange to and shall meet with the grievant and representatives of the Union for the purpose of adjusting or resolving such grievance.

### Step II

If such grievance is not resolved to the satisfaction of the Union and the grievant by the Chief within five (5) working days after such meeting, the Union may present such grievance in writing within seven (7) working days thereafter to the Director of Labor Relations or his designated representative. Within five (5) days after said Director or his designated representative receives such grievance he shall arrange to and shall meet with the grievant and representatives of the Union for the purpose of adjusting or resolving such grievance.

### Step III

If such grievance is not resolved to the satisfaction of the Union and the grievant by the Director of Labor Relations or his designated representative, within five (5) working days after such meeting, the Union may within ten (10) working days thereafter submit the dispute to arbitration by the Connecticut State Board of Mediation and Arbitration, provided, however, that by mutual agreement between the Director of Labor Relations or his designated representative and the Union, an arbitrator or arbitrators other than said Board may be selected to arbitrate such dispute.

6.2 Subject to the following, the arbitrators shall have jurisdiction and authority to decide a grievance as defined above and his decision shall be final and binding upon both parties, provided it is not contrary to law. However, the arbitrators shall have no authority to change, amend, add to, subtract from, or otherwise alter or supplement this Agreement or any part thereof or any amendment thereto.

6.3 The arbitrators may not issue advisory opinions and shall confine themselves exclusively to the question which is presented to them. It is contemplated that the City and the Union may mutually agree in writing as to the statement of the matter to be arbitrated prior to any hearing and if

this is done, the arbitrators shall confine their decision to the particular matter which was specified.

6.4 Each party shall bear the expense of its own witnesses and legal counsel.

6.5 In a dispute involving disciplinary action, the Board of the arbitrator(s) so selected shall have the power to uphold the action of the City or to rescind or modify such action and such power shall include, but shall not be limited to, the right to reinstate a suspended or discharged employee with full back pay.

6.6 Nothing contained herein shall prevent any employee from representing his own grievance and representing himself, at Steps I and II of the Grievance Procedure.

6.7 The time limits specified in the preceding section of this Article shall not include Saturdays, Sundays or Holidays and such time limits may be extended by mutual agreement of the parties in writing.

6.8 If a grievance is not submitted within the prescribed time limits hereinbefore provided, including the provisions for the time limit extensions, it shall be deemed abandoned. If the City fails to meet and/or answer any grievance within the prescribed time limits as hereinbefore provided, including the provisions for the time limit extension, such grievance shall automatically advance to the next step.

## **ARTICLE VII - UNION ACTIVITIES**

7.1 The four (4) members of the Union Negotiating Committee shall be granted leave from duty, without loss of pay, for all bargaining sessions between the city and the Union for the purpose of negotiating the terms of an agreement. The parties recognize that during bargaining sessions where pensions are scheduled to be discussed the employee Pension Representative shall be granted leave from duty, without loss of pay, provided that the total members of the negotiating committee granted leave from duty without loss of pay shall not exceed four (4) members.

7.2 The Union Grievance Committee, not to exceed two (2) members and the grievant shall be granted leave from duty, without loss of pay, for all meetings between the City and the Union for the purpose of processing grievances when such meetings take place at a time during which such members are scheduled to be on duty.

7.3 The President and the Secretary-Treasurer of the Union shall be granted leave from duty without loss of pay for all meetings of the Executive Board and all membership meetings of the Union and all other meetings concerning union activities or business provided the office of the Chief is notified in advance. When the President and the Secretary/Treasurer are granted leave under this Article VII, they shall be released for the duration of their shift and shall not be required to return to duty for that shift at the completion of the applicable meeting. Executive Board members shall be excused from duty without loss of pay in order to attend Executive Board meetings unless in the judgment of the Chief the operating requirements of the Department would be affected by their absence. Executive Board members (except for the President and the Secretary/Treasurer) who are

excused from duty to attend such meetings shall return to their respective assignments at the completion of the meeting.

7.4 Three Officers of the Union shall be granted leave from duty, without loss of pay, to attend all meetings of The Greater New Haven Central Labor Council, The Uniformed Firefighters Association of Connecticut and the conventions of The Connecticut State Labor Council, AFL-CIO, the International Association of Firefighters, AFL-CIO. Furthermore, the Union shall notify the Chief, by letter, of the names of the Officers and any changes and the dates such meeting will occur.

7.5 The Pension Representative shall be granted leave from duty, without loss of pay, for the purpose of attending Pension Board Meetings.

7.6 The Chief shall grant leave with pay to the President and Secretary-Treasurer of the Union to attend labor education conferences and seminars, provided the office of the Chief has been notified in advance.

7.7 The President of Local 825, or any other Union Officer designated by him, shall be permitted to attend all public meetings of the Board of Fire Commissioners, without loss of pay. Further, the City agrees to release the Union President to attend to Union Business during his day tours without a loss of pay.

### **ARTICLE VIII - HOLIDAYS**

8.1 Employees in the Marshal's Office and the Training School, as well as the Department Operations Officer shall receive the following paid holidays in the form of time off each year during the term of the Agreement:

New Year's Day	Independence Day
Martin Luther King's	Labor Day
Presidents' Birthday	Columbus Day
Good Friday	Veteran's Day
Memorial Day	Thanksgiving Day
	Christmas Day

and any other day that the Mayor declares a holiday or a day of observance by proclamation, that is observed by all City employees.

In addition, such employees shall have one (1) floater holiday for use on one of the following days: the day after New Year's Day; the day after Easter; the day before or after Independence Day; Rosh Hashanah; Yom Kippur; the day after Thanksgiving; the day before or after Christmas; the day before New Year's Day; or, the employee's birthday. If the floater holiday is not used by July 31 of the calendar year, the employee shall on August 1 select the floater holiday for use in the remainder of that calendar year. Seniority by rotation shall prevail in areas of conflict.



8.2 All other employees covered by this Agreement shall receive compensation for holidays at straight-time computed on a ten (10) hour day. Employees shall be compensated for the floater holiday in December of each year.

(a) In the event that a holiday occurs on an employee's day off or during an employee's vacation or while he is on injury leave, sick leave, or special leave, he shall receive said holiday pay for that holiday in addition to any applicable regular pay for that day.

(b) In the event that an employee works on any of the aforesaid holidays, he shall be paid holiday pay per Section 8.2, in addition to his regular pay for working on said holiday.

8.3 Insofar as employees in the Training School, Marshal's Office, the Supervisor of Fire Communications, the Director of Planning and Information and the Director of Community Relations and Public Fire Education are concerned, when any of the above holidays occur on a scheduled work day, they shall be given the day off with pay. If a holiday falls on a weekend, or during the day-man's vacation period, or during a scheduled day off for employees who work a four (4) day work week, said employee shall receive a compensatory day off with pay for each holiday.

### **ARTICLE IX - WORK WEEK**

9.1 The work week for all employees in the Firefighting Unit shall average forty-two (42) hours per week computed over a period of one (1) year. The work schedule for all such employees shall consist of alternating shifts of three (3) days of ten (10) hours each, followed by three (3) days off, followed by three (3) nights of fourteen (14) hours each, followed by three (3) days off, and so on. For the purpose of this Article, a day shift shall consist of ten (10) hours; and a night shift shall consist of fourteen (14) hours work. In no case will an employee be required to work four (4) consecutive days or four (4) consecutive nights. At the employee's discretion he/she shall be allowed to work twenty-four (24) hours straight, i.e., regular shift and special leave or overtime or any combination thereof. No employee, for any reason, shall work more than one day/night-night/day combination without having the following day or night off.

9.2 The work week for the Supervisor of Fire Communication, the Director of Planning and Information, the Director of Community Relations and Public Fire Education and the Marshal's Office shall be thirty-five (35) hours per week, based upon a five (5) day week, Monday through Friday, seven (7) hours per day.

9.3 The work week for employees in the Training School and the Supervisor of EMS shall be thirty-six (36) hours per week, based upon a four (4) day week, Monday through Friday, nine (9) hours per day. The schedule for training school employees shall be created by the Director of Training with approval of the Fire Chief monthly for the following month. The schedule for the Supervisor of EMS shall be created by the Supervisor of EMS with approval of the Fire Chief monthly for the following month.

9.4 Each of the employees in the Arson Squad and Training Division who perform stand-by duties shall receive an additional twenty dollars (\$20) per day for each day on which he performs

such duties. In the event that such employee performs such duties on a Saturday or Sunday he shall receive twenty-eight dollars (\$28.00) per day as stand-by compensation.

9.5 Stand-by duties shall be rotated and for that purpose, the employees referred to above shall be divided into two groups:

- Group 1 - Arson Squad
- Group 2 - Training Division Employees

9.6 One employee from each of said groups shall be assigned stand-by duties and within each group the assignment of stand-by duties shall be rotated.

9.7 The Chief shall have the right to implement a rotating schedule for the Arson Squad contingent on the availability of a third team of Investigators. Implementation of the rotating schedule shall be at the discretion of the Chief after consultation with the Union.

9.8 The parties agree that the Chief shall have the right to start a work week schedule, Monday through Friday for two (2) men on the Fire Boat. The work day shall start at 7:00 a.m. and conclude at 3:24 p.m., Monday through Friday.

The parties further agree that this work week is a special work week and a special work schedule. It is designed solely for the purpose of providing fire suppression in the harbor and shall not apply to any other work week schedule in the Fire Department.

### **ARTICLE X - OVERTIME**

10.1 Except as otherwise provided for in this Article, whenever any employee works in excess of his work week or work schedule, for whatever reason, as defined in the preceding Article, he shall be paid for such overtime work at the rate of one and one-half (1-1/2) times his straight time hourly rate.

10.2 Overtime work shall be assigned only to those employees who are within the range and/or classification that normally perform the work for which such overtime is required.

10.3 All overtime work required on the First Division shall be performed by employees of the appropriate rank and/or classification, according to seniority, on the Second, Fourth, and Third Divisions in that order. All overtime worked required on the Second Division shall be performed by employees of the appropriate rank and/or classification, according to seniority, on the First, Third and Fourth Divisions in that order. All overtime work required on the Third Division shall be performed by employees of the appropriate rank and/or classification, according to seniority, on the Fourth, Second and First Division. All overtime required on the Fourth Division shall be performed by employees of the appropriate rank and/or classification, according to seniority, on the third, First and Second Division in that order.

10.4 (a) Overtime shall be distributed as equitably as possible on a rotating basis, by seniority, within each division. Any employee desiring to work overtime shall sign up on a master overtime list within each division. When overtime is required it shall be assigned by seniority in accordance with this Article. The Deputy Chief, on the last day of his tour of duty when he has completed overtime hiring, shall cause to be distributed to all fire stations a list of employees names in order of overtime eligibility for the division that he primarily hires from, i.e., 1<sup>st</sup> Division Deputy shall distribute 2<sup>nd</sup> division list, 2<sup>nd</sup> Division Deputy shall distribute 1<sup>st</sup> division list, 3<sup>rd</sup> Division Deputy shall distribute 4<sup>th</sup> division list and 4<sup>th</sup> Division Deputy shall distribute 3<sup>rd</sup> division list. Also, a list per division shall be published every two (2) weeks stating the names of employees who worked and the dates they worked. The Department shall maintain copies of the daily overtime eligibility lists for each division. The union agrees that it will not make any claim for failure to distribute either list except a claim to enforce the distribution of such lists.

(b) Between the hours of 6:30 a.m. and 7:30 a.m., the Deputy Chief will call men to work overtime for that day shift. Between the hours of 4:00 p.m. and 5:30 p.m., the Deputy Chief will call men to work overtime for that night shift.

(c) Once a person signs up on the master list as set forth in 10.4(a), he must make himself available during the calling hours referred to in 10.4(b). In the event that a person is not available to work overtime on a day tour, he will not be called to work overtime on a night tour until he has worked overtime on a day tour.

(d) Nothing in items (a), (b), and (c) of this section shall prohibit a Deputy Chief from calling men for overtime work prior to the hours mentioned above if he knows in advance that there may be vacancies on the next day shift or night shift which may require calling a Firefighter in for overtime.

(e) Whenever the Deputy Chief shall call an employee for an overtime assignment, he shall not be required to disclose the location of the assignment until the employee accepts the overtime. After an employee's acceptance of the overtime, then the location assignment will be given. If an employee refuses an overtime assignment because of location then that employee shall be deemed to have waived any further entitlement to overtime for a period of one (1) year.

(f) In order to maintain an effective Life Support delivery system and to provide at least two (2) Advanced Life Support units on duty at all times, when it is necessary to hire back Firefighters with Emergency Medical Technician II certification to provide that service, the Deputy Chief shall call such certified off-duty Firefighters in the order of rotation. When the Deputy Chief is unable to obtain the necessary manpower to provide this service, then the last such employee contacted shall be ordered to work. However, when such an employee is on vacation leave he shall not be subject to such mandatory call back.

10.5 Whenever a firefighter returns to his station from an alarm of fire beyond his regularly scheduled shift change (i.e., 8:00 a.m. or 6:00 p.m.) he shall be paid at one and one-half (1-1/2) times his hourly rate for such hours worked beyond his regularly scheduled shift, subject to the provisions of Section 10.10.

(a) Subject to the provisions of Section 10.10, if an employee is injured during a tour of duty and requires emergency room treatment on that day, he shall be paid at the rate of time and one-half (1-1/2) for the period he remains in the hospital, to a maximum of two (2) hours, at said overtime rate, provided he remains in the hospital beyond the normal termination of his tour of duty on the date of the injury.

10.6 A mobilization plan for extra alarms of fire shall be used by the Chief for the calling of additional help in fire emergencies. This plan may be reviewed by the Officers of the union upon request. If a Firefighter is called in for firefighting under the mobilization plan, he shall receive a minimum of four (4) hours pay at the overtime rate.

10.7 Whenever a member of the Marshal's Office, Training School or the Chief's Office is called in for duty, his overtime shall be computed from the time he is notified.

10.8 Firefighters with Emergency Medical Technician I and II certification shall be compensated for continuing medical education, up to maximum of three (3) hours, at one and one-half (1-1/2) times their regular hourly rate.

10.9 Effective February 1, 1992 such employees shall be compensated for time actually spent in emergency medical training upon submission of a form established by the Chief. Such compensation shall be at the rate of five dollars (\$5.00) per hour. However, within thirty (30) days after said employee provides written proof in a form satisfactory to the Chief that he or she has been certified after having successfully completed the course or program comprising said emergency medical training, he or she shall be paid an Emergency Medical Training bonus equal to 1.5 times his or her hourly rate less \$5.00 for each of the hours for which the employee had been compensated at \$5.00 per hour in connection with that successfully completed course or program.

10.10 Notwithstanding any other provision of this Article, all hours that each suppression employee works that are both:

- (a) in excess of the work week or work schedule; and
- (b) less than two-hundred and twelve (212) work hours in a 28 day period;

shall be paid at his or her regular hourly rate. Hours worked by suppression employees in excess of two-hundred and twelve (212) work hours (work hours are defined as hours actually worked by an employee and exclude all contractual leaves taken by the employee) in a 28 day period shall be paid at one and one-half (1 ½) times his or her regular rate of pay.

10.11 In order to be eligible for overtime, an employee must not have been on sick leave during his or her previous full tour of duty. Employees who have 130 or more sick days accumulated on the work day immediately preceding a sick day shall be exempt from the overtime eligibility restriction contained in this provision.

## **ARTICLE XI - ACTING OFFICERS**

11.1 Whenever any firefighter is required to serve as an acting lieutenant, he shall receive the wage rate paid to a lieutenant for the day(s) of such service, provided only that the firefighter serves in such capacity for a minimum of four (4) hours.

11.2 If said employee serves in such acting capacity at any time the piece of apparatus is put into service he will receive a minimum of four (4) hours pay at the higher rate. In no case shall the rate paid exceed the hourly rate of Lieutenant for the total period worked and in no case more than forty-two (42) hours pay in any pay period.

11.3 The officer in charge of each engine house on each division shall keep a roster of employees on the basis of seniority. All acting assignments in the classification of lieutenant shall be offered to employees on a rotating basis in the order that such names appear on such list, provided such employees are qualified to operate the piece of apparatus to which he/she is assigned to act as officer in the judgment of the Chief.

11.4 Whenever a vacancy exists in the rank of Captain, Battalion Chief or Deputy Chief and such vacancy is filled by any lieutenant serving as an Acting Captain or any Captain serving as an Acting Battalion Chief, or any Battalion Chief serving as an Acting Deputy Chief, provided such employees are qualified for such assignment in the judgment of the Chief, such employee shall receive for each day of such service the hourly rate of pay of the position in which he serves in this acting capacity, provided such employee acts in such capacity for four (4) hours and in no case shall he receive more than forty-two (42) hours' pay in any period.

(a) In two or three engine company houses, when the Captain assigned to the engine house is absent, the senior Lieutenant assigned to that house on that shift shall serve as Acting Captain.

(b) In single engine company houses, when the Captain assigned to the engine house is absent, the senior Lieutenant assigned to that house shall serve as Acting Captain.

(c) When the senior Lieutenant in 11.4(a) and (b) above is absent for vacation, injury leave, sick leave, special leave or leave without pay, the next senior Lieutenant will be assigned.

## **ARTICLE XII - SICK LEAVE**

12.1 Sick leave shall be considered to be the absence from duty with pay for the following reasons:

A. Illness or injury except where directly traceable to gainful employment by an employer other than the City of New Haven. However, gainful employment shall not be construed to include those instances in which a uniformed member of the Fire Department is assigned by his respective department to perform fire service for a private employer in accordance with Department rules and regulations for providing such service.

B. For medical or dental examination or treatment for which arrangements cannot be made outside of working hours.

C. When exposure to contagious disease endangers the health of other employees.

D. Illness or injury of spouse, child or parent.

12.2 The use of sick leave for purposes other than sickness as defined in Section 12.1 will result in appropriate disciplinary action.

12.3 In the event an employee utilizes a sick day as the last day of the tour of duty prior to a holiday, during the tour of duty in which the holiday falls, or the first day of the tour of duty after the holiday, that employee will not receive holiday pay in accordance with Article 8.

An employee may petition the Chief, in writing, for a waiver of the penalty set forth in this Section 12.3 based on extenuating circumstances. The decision of the Chief shall be final, non-grievable and shall not create a practice or precedent.

This section shall not apply to the floater holiday.

12.4 Sick leave shall be earned by each permanent employee on the Fire Department at the rate of one and one-quarter (1-1 /4) working days for each calendar month of service, the total of which shall not exceed fifteen (15) working days in any twelve (12) months.

12.5 Sick leave earned in any month of service shall be available at any time during any subsequent month.

12.6 No sick leave with pay in excess of the leave accumulated to a permanent employee's credit any be granted unless authorized in advance by the Board of Fire Commissioners upon recommendation by the Chief, who shall use as a guide the hardship of the case involved. Such authorization shall not exceed one year's sick leave allowance.

12.7 All unused sick leave of any employee during continuous employment may be accumulated up to a maximum of one hundred fifty (150) working days. Any sick leave accumulated over one hundred fifty (150) days shall be credited in a unit wide Sick Leave Bank to be managed as specified in 12.15 below.

12.8 No credit for sick leave shall be granted for time worked by an employee in excess of his normal work week.

12.9 Sick leave shall continue to accumulate during leaves of absence with pay and during the time an employee is on authorized sick leave and/or injury leave or vacation time.

12.10 Sick leave shall not continue to accumulate during leaves of absence without pay, except

military leave for annual summer training.

12.11 Employees must submit a properly completed Department Medical Certificate when the employee has utilized sick time under any of the following circumstances:

(a) the employee is off sick three (3) or more consecutive working days,

(b) the employee has booked off sick on five (5) or more separate occasions in a calendar year,

(c) the employee has used seven (7) or more sick days in total in a calendar year. The Department Medical Certificate is required regardless of the reason for use (e.g., illness or injury of the employee or of the employee's spouse, child, or parent who requires the employee's care),

(d) For frequent or habitual absence from duty, and/or when in the judgment of the appointing authority there is reasonable cause for requiring such certificate, or. (e) When it is reasonably presumed that an employee or a member of his/her immediate family is suffering from a contagious disease which might endanger the health of other employees of the Fire Department. The employee must return the Department Medical Certificate to the Chief's office or his designee before booking on. The employee will be responsible for tracking his/her usage of sick time. Therefore, ignorance of such usage does not excuse non-compliance with the above provisions. Any employee who fails to furnish the Department Medical Certificate in accordance with this Section 12.11 will be subject to a suspension of one (1) day. The provisions of this Section 12.11 do not restrict the office of the Chief from disciplining an employee whose usage of sick time is deemed excessive or abusive, nor does this Section 12.11 preclude the union from grieving any such discipline.

12.12 Upon the death or retirement of any employee, such employee or the employee's widow, or if there is no widow, his estate as the case may be, shall receive terminal leave pay in lieu of any accumulated sick leave to which he is entitled at the time of his death or retirement. Terminal leave pay shall be computed by dividing the annual wage, as stated in Article XXX, by 1827 hours, multiplied by eight (8) hours' pay, up to a maximum of 120 days or up to a maximum of 150 days for employees who complete thirty (30) years of actual service.

(a) Effective July 1, 2000, such computation shall be derived by dividing the annual wage, as stated in Article XXX, by 1827 hours, multiplied by ten (10) hours' pay up to a maximum of 120 days or up to a maximum of 150 days for employees who complete thirty (30) years of actual service.

(b) Effective January 1, 2001, such computation shall be derived by dividing the annual wage, as stated in Article XXX, by 1827 hours, multiplied by twelve (12) hours pay up to a maximum of 120 days or up to a maximum of 150 days for employees who have completed thirty (30) years of actual service.

12.13 Employees who retire on a vested retirement benefit shall be entitled to terminal leave pay prorated at the rate of four percent (4%) of his accumulated sick leave days, up to a

maximum of one hundred twenty (120) days, for each complete year of service and an additional one percent (1%) for each three (3) month period of service less than a complete year.

12.14

(a) Employees who work six (6) months without utilizing a sick day shall receive one (1) personal day.

(b) When any employee has accumulated the total of one hundred fifty (150) days of sick leave and thereafter he or she has not used any sick leave for six (6) months, said employee shall be entitled to an additional personal day.

(c) No more than two (2) employees shall be entitled to take personal leave on any one shift. Credit for such personal day(s) shall be made no later than the third (3rd) paycheck in June and December. Computation shall be on a monthly basis commencing on the first day of the month following the leave. Personal days earned by virtue of subsection (a) and (b) shall be used in the calendar year following the year in which they were credited. Selection of personal days shall be made on each division in the following order;

contract p-day selected during the first round of vacation picks

subsection (a) p-day selected during the second round of vacation picks

subsection (b) p-day selected during the third round of vacation picks

(d) In the event that an employee retires after completing twenty (20) or more years of service in any calendar year prior to taking his personal day(s), he shall receive twelve (12) hours pay for each personal day he would have been entitled to take had he not retired, up to a maximum of four (4) personal days. In the event of the death of an employee prior to taking his personal day(s) in any calendar year, the City shall pay to his widow, or if no widow survives him, to his estate, the personal day(s) pay said employee would have been compensated for had he retired.

12.15 The parties mutually agree that there shall be established a sick leave bank committee for the purposes of determining the appropriate circumstances when the use of days contributed to the sick leave bank may be allocated to a given employee. The committee shall be comprised as follows: 2 persons designated by the Chief of the Department and 2 persons designated by the Union President and the Union President. A seventy-five percent (75%) favorable recommendation shall be required to advance days to an individual employee. Decision of this committee shall be on a case by case basis and shall be without precedent.

### **ARTICLE XIII - INJURY LEAVE**

13.1 In the following described situations, employees may be absent from work and shall receive full compensation at their regular rates of pay, in accordance with the City's workers' compensation preferred provider plan as approved by the Workers' Compensation Commissioner:



(a) Any employee who is injured or disabled in the performance of his duties shall be entitled to injury leave with full pay, less any amounts received by virtue of the Workmen's Compensation Act, from the date of said injury or disability until such time as he is able to return to duty.

(b) Any employee who was injured in the performance of his duties and who is unable to subsequently perform the duties assigned to him prior to his injury or disability, may be assigned to whatever Fire Department work he is able to perform, as recommended by the Chief and his salary for such new assignment shall be no less than that which he would have received if he had continued to perform the duties assigned to him prior to the injury or disability. No employee shall be required to perform any work assigned to him by the Chief hereunder, if, in the opinion of a physician designed by the City, such work would or could be detrimental to the employee's health or condition. If no such Fire Department work is available for any reason, the employee may be retired in accordance with the pension provisions covering such employee.

13.2 An employee who is absent from duty under the provisions of this Article during the period selected as his vacation shall be permitted to take his vacation before the end of the calendar year in which he was injured. Provided, however, that if such an employee does not return to duty within the calendar year, he may accumulate his unused vacation and utilize it in the next calendar year in addition to his normal vacation entitlement in said next calendar year.

#### **ARTICLE XIV - SPECIAL LEAVE**

14.1 An employee, with the approval of the Chief, may be granted special leave, with full pay, for any day or days on which he is able to secure another employee to work in his place, provided:

The substitution is within said employee's classification.

The officer in charge of one of the divisions in the engine house is notified not less than one day prior to the planned day off of special leave, except in the case of an emergency or other unexpected occurrence. The employee who is to work in the place of the employee taking special leave must indicate in writing, in advance, on a form to be determined by the Chief, his or her intent to cover this assignment.

The Battalion Chief is notified of the substitution as soon as practical.

14.2 However, during each calendar year an employee shall be entitled to special leave, which approval shall not be withheld unless it is in the best interest of the Department of Fire Service to do so and if he secures another employee to work in his place and if the provisions contained in (a), (b) and (c) above are met.

14.3 The provisions of this Article shall not be invoked for the purpose of affording an employee the opportunity to devote time to other employment.

14.4 Abuse of the provisions of this Article, as determined by the Chief, including but not limited to the failure to appear for an assignment that an employee has agreed to cover for another employee and/or violation of Section 14.3 shall result in the employee being ineligible to invoke the privilege of this Article for a period of one year.

#### **ARTICLE XV - LEAVE WITHOUT PAY**

15.1 Any employee, with the approval of the Chief, may be granted leave of absence, without pay, upon his request provided he notifies the Officer in charge at least twenty-four (24) hours in advance of the date for which such leave is to be taken. In the event of any emergency, the notice requirement provided herein may be dispensed with.

15.2 The amount of pay an employee shall lose by invoking the provisions of this Article shall not exceed the amount of pay he would have received had he worked in accordance with his work schedule for the period of absence.

15.3 The provisions of this Article shall not be invoked for the purpose of affording an employee the opportunity to devote time to other employment.

#### **ARTICLE XVI - FUNERAL LEAVE**

16.1 In the event of a death in the immediate family of an employee, said employee, if he/she is scheduled to work, shall be granted leave with pay for three days. The term "immediate family" shall include the employee's mother, father, sister, daughter, stepdaughter, brother, spouse, son, stepson, mother-in-law, father-in-law, grandparent, grandchild, or any other relative who is a member of the employee's household.

16.2 In the event of a death to a sister-in-law, brother-in-law, aunt, or uncle of the employee, said employee, if he/she is scheduled to work, shall be granted leave with pay for two days.

16.3 In the event of death of a son-in-law, daughter-in-law, niece, or nephew (the son or daughter of the firefighter's brother or sister), leave shall be allowed on the following basis: If there is a family night wake on the employee's first or second scheduled night of work, he/she shall be allowed four hours (from 6:00 p.m. to 10:00 p.m.) in order to attend the family night wake and twenty-four hours the following night (6:00 p.m. to 6:00 p.m.) to allow him to attend the public wake. If the family night occurs on his last night (two days prior to burial) he/she shall be allowed only four hours leave (6:00 p.m. to 10:00 p.m.). In the absence of a family night wake, an employee who is working days when the public wake is held shall not be entitled to leave; however, any employee who is working nights when the public wake is held shall be entitled to twenty-four hours leave. In any event, if the funeral occurs on a day when the employee is scheduled to work days or nights, he/she shall be entitled to twenty-four hours leave; provided, however, that the employee shall be entitled to such leave for either the funeral or the

wake, not both.

## **ARTICLE XVII - UNIFORMS**

17.1 The City shall provide each employee with protective clothing. Such clothing shall consist of a helmet, turn-out pants, knee-length boots, gloves and turn-out coat.

The City will not replace any of the above listed protective equipment damaged as a result of negligence by the employee. Replacement of such equipment shall be the responsibility of the employee. The Department Operations Officer and a Union member of the Safety Committee shall conduct an investigation of the circumstances surrounding the loss of damaged equipment and shall file a report with the Chief of the Department. If the report is unanimous, then the employee must pay for the lost or damaged equipment and the matter shall not be grievable. If the report is a split decision, then the Chief shall follow the recommendation of the Operations Officer and the matter shall be subject to the grievance procedure.

17.2 The City shall furnish each employee with dress uniforms in accordance with the policy specified in the Department Rules and Regulations. Any replacement of dress uniforms shall be on an as-needed basis.

(a) The City shall furnish each new employee assigned to the firefighting force with two (2) sets of station wear uniforms, consisting of two (2) pairs of station wear pants, two (2) station wear long sleeve shirts, two (2) station wear short sleeve shirts and one (1) job shirt annually. In addition such employees shall be issued one (1) winter jacket.

(b) Fire Investigators assigned to the Arson Squad shall receive a clothing allowance of one-thousand dollars (\$1000.00) per annum payable in a lump sum in the 1st pay period of each year.

(c) All other employees will be issued uniform vouchers in the amount of \$530.00 per bargaining unit member. This amount shall be provided annually on July 1 to the Union, who shall be responsible for the purchase of the uniforms identified in this Article XVII. per the memorandum of Understanding effective upon the signing of this agreement and every July 1<sup>st</sup> thereafter.

(d) Notwithstanding the foregoing, for 2014-15, only, there shall be no uniform allowance payment.

## **ARTICLE XVIII - INSURANCE**

18.1 (A) Effective July 1, 2014, the City shall provide to employees scheduled to work twenty (20) hours or more per week and their eligible dependents, coverage under either the Lumenos high deductible health plan with a health savings account (HDHP/HSA) or the Century

Preferred PPO (City) Plan.

HDHP/HSA Plan Highlights:

	Single	Two Person/Family
Deductible (in and out of network)	\$2,000	\$4,000
Coinsurance		
Out of Network	30%	
In Network	0%	
Out of Pocket Maximum	\$4,000	\$8,000

Limits of Covered Services:

Skilled Nursing Facility (SNF)	100 days per year
Home Health	100 visits
In-Patient Rehab	100 days per member per year
Chiropractor	12 visits per 12 month period
PT/OT Speech	combined 60 visits per member per year Prior authorization after first PT/OT visit
Durable Medical Equipment	Covered subject to deductible in network Deductible and 50% coinsurance Out of Network
Infertility Service	The covered procedural ICD-9 codes shall reflect the codes found in the CGS mandate provisions.
In-Patient Prior Authorization	For hospital and therapy services
Limits under plan	Except as noted unlimited in and out of network

The City shall fund the deductible as follows:

July 1, 2014 to June 30, 2015	65%	Funded effective 7/1/14 but no later than 7/7/14
July 1, 2015 to June 30, 2016	50%	One half of the deductible funded on July 1 and the remaining half funded evenly over the next 6 months

All employees and eligible dependents will be able to participate in a wellness program which has the following incentives:

- (a) \$50 for completing the health assessment

- (b) \$100 for enrolling in the personal health coach program
- (c) \$200 for graduating from the personal health coach program
- (d) \$50 for completing the smoking cessation program
- (e) \$50 for completing the weight management program

CP PPO (City) Plan

As described in the attached matrix

Prescription co-pays as follows

	Retail (34 day supply)	Mail Order (90 day supply)
Generic	\$5	\$10
Brand-formulary	\$15	\$30
Brand-nonformulary	\$25	\$50
Mandatory generic and mail order		

Prescription copays for Century Preferred PPO (City) Plan begin July 1, 2014.

Prescription copays for the HDHP/HSA, shall be payable after the deductible has been satisfied, beginning July 1, 2015.

18.2 Employees shall become eligible for coverage under the insurance plans listed above on the first day of the month following or coincident with three (3) months of continuous employment, provided, however, that employees must contribute a percentage of the cost of his/her health and dental premiums based on the Equivalent Fully Underwritten rate in effect at the time. These contributions shall be made through weekly payroll deductions as follows:

HDHP/HSA

Year	Premium Cost Share
7/1/14 – 6/30/15	13.5%
7/1/15 – 6/30/16	14.5%

CP PPO

Employees electing this option shall pay the cost difference between the fully insured equivalent rate for the HDHP/HSA, less the employee cost share contribution, and the fully insured equivalent rate for the Century Preferred PPO (City) Plan.

(B) New employees shall not be eligible for medical benefits for spouses and dependents until such time as they provide proper documentation. Subsequent to an employee’s enrollment, any change in dependent coverage status must be communicated to the City of New Haven’s Medical Benefits Office. The City reserves the right to recoup claims improperly paid.

18.3 The City shall provide a full service dental plan for individual employees and all eligible dependents, including Rider A (additional basic benefits), Rider B (Prosthetics), Rider C

(periodontics), Rider D (orthodontia) and unmarried Dependent Children (19-26).

18.4 Employees shall continue to be offered the fifteen thousand dollars (\$15,000) life insurance coverage.

18.5 The Blue View Vision Rider shall be offered to all eligible employees and eligible dependents covered by the above-referenced medical plans.

18.6 Each employee who, on and after the effective date of the Agreement, retires after completing 20 or more years of service and who is otherwise eligible for full retirement, and each employee who, on and after said date, retires as a result of a service-connected disability after completing 20 or more years of service, shall be provided with insurance coverage for himself or herself and his or her spouse and eligible dependents, in accordance with the insurance coverage provided by the City to active employees at the time of his or her retirement.

The City shall provide insurance coverage set forth above with respect to said retirees and spouses until such time as the retiree becomes eligible for Medicare or the retiree expires. In the event that the retiree does not become eligible for Medicare, then the City shall continue the coverage listed above. For retirees who are eligible for Medicare the City shall pay for coverage under Medicare Supplemental Plan C with unlimited pharmaceutical coverage until the retiree reaches age 70. If the retiree dies prior to age 70 then his/her spouse will continue to be covered by Medicare Supplemental Plan C with unlimited pharmaceutical coverage until such time as the retiree would have reached age 70. In addition, the City shall have the ability to pursue, with the cooperation of the retiree and/or covered individual, any and all appropriate riders and other forms of collateral coverage, which may serve to offset costs to the City. In the event the retiree's spouse is not eligible for Medicare at the time the retiree becomes eligible for Medicare, the City shall provide the spouse insurance coverage through any current retiree plan until such time as the spouse becomes eligible for Medicare or until the retiree reaches the age of 70. The spouse's copay will be equivalent to an active employee's single rate for such plan. In the event the retiree (or member eligible for retirement) dies prior to becoming eligible for Medicare, the retiree's spouse and dependents shall remain eligible for any City-sponsored health care plan available to other retirees until the retiree would have reached age 65. Thereafter, only the spouse shall continue to remain eligible for any City-sponsored health care plan until such time as the retiree would have reached age 70. The applicable active employee's cost sharing premium shall be applied in such situations. For the specific provision, retiree shall mean any member eligible for normal retirement.

Retirees eligible for coverage under this section may change their participation in the plan only during the City sponsored annual open enrollment period.

Employees who retire on or after the ratification of this agreement shall make a fixed monetary contribution through a monthly payroll pension deduction at the following rates;

Effective upon ratification through June 30, 2014:

CP-2	Single \$55	Couple \$110	Family \$145
BC-1	Single \$45	Couple \$85	Family \$130
BC-2	Single \$40	Couple \$80	Family \$125

Effective July 1, 2014 and thereafter:

HDHSA	Single \$65	Family \$160	Upon Implementation
	Single \$70	Family \$170	1/1/15
	Single \$75	Family \$180	1/1/16

Employees electing the CP PPO (City) Plan shall pay the cost difference between the fully insured equivalent rate for the HDHP/HSA, less the above applicable employee contribution, and the fully insured equivalent rate for the Century Preferred PPO (City) Plan at the time of retirement.

In the event that such retirees opt to not accept the medical coverage, they shall be entitled, at a later date, to opt into coverage as afforded under the then operable Collective Bargaining Agreement provided it is within the operable window determined by the Office of Medical Benefits. The cost sharing described above shall apply to all retirees who exercise the right to opt into coverage as described herein.

Notwithstanding the foregoing, employees hired on or after August 28, 2013, shall be eligible for employee only coverage when they retire. Such retirees shall contribute towards the cost of retiree health coverage by contributing the same percentage required from time to time of active employees; provided however, the percentage shall be fixed at the time of retirement for employees who retire with 25 or more years of active service. Such retirees may purchase coverage for their spouse by paying 50% of the cost of such coverage.

18.8 The City shall have the right to change administrators by demonstrating that the administrator can deliver the same or better benefits and substantially equal coverage, network, administration, and covered formulary tiers of drugs. Sixty days prior to implementation of such plan, the City shall provide the union with all necessary plan documents to compare the plans including any required changes to the summary plan description, changes in network providers, differences in administration, changes in fees and other costs and any changes to the drugs covered under the tiers.

18.9 An employee who suffers a catastrophic and dramatically life altering injury which renders him/her totally and permanently disabled from performing work in the fire service and which occurred while the employee was fighting a fire, participating in performance or training, responding to calls for service or handling calls for fire service of a hazardous nature, and retires as a result of such service-connected disability, established through a functional capacity test and any other examination deemed necessary by the Police and Fire Pension Board, shall be provided with insurance coverage in accordance with the insurance coverage provided by the City to active employees. Insurance coverage for such

retiree shall be subject to change based upon corresponding changes in coverage provided to active employees, provided that the coverage remains substantially equivalent.

18.10 The City shall implement and maintain a Section 125 pre-tax wage deduction plan in accordance with applicable provisions of Section 125 of the Internal Revenue Code (and in accordance with any amendments to said provisions) so long as said provisions allow for such a plan. Said plan will be designed to permit exclusion from taxable income of the employees' share of health insurance premiums for those employees who complete and sign the appropriate wage deduction form. The City shall incur no obligation to engage in any form of impact bargaining in the event that a change in law reduces or eliminates the tax exempt status of the employee insurance premium contributions. Neither the Union nor any employee covered by this Agreement shall make any claim or demand nor maintain any action against the City or any of its members or agents for taxes, penalties, interest or other costs or loss arising from the use of the wage deduction form or from a change in law that may reduce or eliminate the employee tax benefits to be derived from this plan. Further, the parties agree that the health insurance benefits and the administration of those benefits shall continue to be governed by the collective bargaining agreement and the carrier's insurance plan.

#### **ARTICLE XIX - SENIORITY**

19.1 Seniority shall be defined to mean an employee's continuous length of service measured from the date of his appointment to the Fire Department.

19.2 An employee's seniority shall not be lost, penalized, broken or reduced by vacation time, sick time, authorized leaves of absence, annual summer training in the armed forces of the United States or injury leave, suspension, or any other leave authorized in accordance with terms of this Contract.

19.3 Upon returning from a leave of absence an employee must work a minimum of five (5) months before he shall be permitted to take a vacation.

19.4 In those situations where more than one employee reports to work on the same calendar day and division, then if a list is available from the Department of Personnel and Civil Service which ranks applications from highest to lowest passing score, then the seniority of employees who reported to work in the same calendar day and division, shall be determined by the score such employees received on the Civil Service exam, with the highest scoring individuals receiving the greatest seniority. If no such list is available, then seniority of employees who reported to work on the same calendar day and divisions shall be determined by the order of the appearance of their names on the official minutes of the meeting of the Board of Fire Commissioners at which the appointments were made.

19.5 A member shall be deemed to have been appointed to the Fire Department on the first calendar day he reports to work.

19.6 In those situations where two or more employees have taken a promotional



examination with the result that the score achieved by each employee is the same, the relative position on the promotional list for those employees with the identical score on the promotional examination shall be in order of their department seniority.

## **ARTICLE XX - NONDISCRIMINATION**

20.1 There shall be no discrimination, threat, penalty, coercion or intimidation of any kind against any employee, for reasons of race, creed, color, sex, sexual orientation, religious belief, Union membership, national origin, political affiliation or Union activity.

## **ARTICLE XXI - EXTRA DUTY**

21.1 The term "extra duty" or "fire watch," for the purpose of this Article, shall mean duty for which an employee is paid by some party other than the City of New Haven.

21.2 The person designated by the Chief to assign Extra Duty shall establish and maintain whatever records are necessary to accurately reflect the allocations of Extra Duty in conformance with the provisions of this Article. Such files shall become permanent record of the Department and shall be subject to inspection by the President of the Fire Local or a person designated by him or her.

a) Employees who desire Extra Duty or fire watch on their regular day off, or off-duty time, shall notify the Chief or his/her designee by placing their name on the Extra Duty/Firewatch sign-up sheet, which shall be available in the Chief's office during regular business hours. Assignments shall be made from the sign-up sheet by the Chief or his/her designee based on seniority. Any employee who shall refuse an assignment shall not be considered for Extra Duty on the days such refusal was made. No employee below Firefighter Third Grade shall be eligible for extra duty or fire watch.

b) In cases of emergency, defined as an unforeseen and/or not planned event, the Chief or his/her designee shall have the right to change the assignment up to one-half (1/2) hour prior to the start of the original assignment.

c) When an employee is off-duty due to illness or injury, that employee shall not be eligible for an extra duty assignment until the employee has worked regular duty on a day or night.

d) For the purpose of this Article and this Section, a "day off" is defined as that entire 24-hour period commencing at Midnight, during which time the employee is not scheduled for a tour of duty.

e) For any extra duty assignment requiring more than one individual to perform firewatch, the Chief may designate an employee to be a member of the Fire Marshal's office.

21.3 Effective upon signing of the contract, the rate of pay for extra duty for fire watch shall be one and one-quarter (1-1/4) times the hourly rate of pay of a first grade firefighter at a minimum of five (5) hours. In the event that an employee works in excess of eight (8) hours while on such assignment, he shall be paid at the rate of one and one-half (1-1/2) times the rate of pay provided for herein for all hours worked in excess of eight (8) hours.

21.4 When three (3) or more employees are requested for extra duty or fire watch assignment, a ranking officer shall be assigned to supervise said assignment. The rate of pay for said supervising officer shall be three dollars (\$3.00) per hour or fifteen dollars (\$15.00) more per day greater than the rates established in Section 21.3, whichever is higher.

21.5 The extra duty/fire watch sign up sheet indicated in Section 21.2(a) shall be maintained by the Chief and posted, with a copy furnished to the Union President monthly.

21.6 Company strength shall not be reduced below the levels set forth in Article XXXVII to provide fire watch services for any private person or organization.

21.7 To cover administrative costs, the City will bill an eight percent (8%) surcharge to employers utilizing extra duty firefighters. The City, at its option, may discontinue extra duty assignments for any such employer who has accounts payable to the City in excess of thirty (30) days and the City may establish bonding requirements as deemed necessary. All billed amounts outstanding more than thirty (30) days shall be subject to a one and one-half percent (1.5%) per month interest charge.

21.8 The City shall compensate all employees who perform extra duty or fire watch in accordance with the rates established herein each week on Friday. In order for an employee to get paid on Friday, he must have submitted the necessary paperwork on the day following completion of the extra duty work. If said paperwork is submitted before 9:30 a.m. on the Monday prior to the Friday, the pay related to that paperwork shall be paid that same week. Pay related to all subsequently submitted paperwork shall be paid on the next Friday after that week's payday. Said payments shall be combined with the regular weekly pay in one check with the amount of hours of work attributable to said extra duty or fire watch noted thereon.

## **ARTICLE XXII - LONGEVITY**

22.1 Employees hired before August 28, 2013 who have completed the following years of service shall be entitled to the following longevity payments:

<u>Years of Service</u>	<u>Benefit</u>
5 years but less than 10 years .....	1% of F.F. 1 st salary
10 years but less than 15 years .....	2% of F.F. 1 st salary
15 years but less than 20 years .....	2.75% of F.F. 1 st salary
20 years or more .....	3.25% of F.F. 1 st salary

All salaries are based on firefighter first grade annual salary as specified in Article XXXI, Wages.

22.2 An employee who has completed the requisite number of years of service on or before December 31, of any year shall receive his longevity payment during the month of January in the following calendar year. Longevity payments shall be made in a lump sum.

22.3 An employee who leaves the Department for other employment or is discharged or is otherwise released from the Department for disciplinary reasons shall not be eligible for longevity payments for the calendar year in which he leaves. Any member who is otherwise eligible and retires on full retirement with twenty-five (25) years of service, or who retires on service connected disability with twenty (20) or more years of service shall receive the full longevity payment for the year in which he retires. All other retirees shall receive a pro-rated amount of longevity pay in accordance with the action months worked in the year or retirement. A partial month shall be calculated as a full month for purposes of pro-rating the longevity payment.

22.4 Employees hired on or after August 28, 2013 shall not be eligible for longevity pay.

### **ARTICLE XXIII – VACATIONS**

23.1 The period during which vacations may be taken shall be from January 1 through December 31 of each year. All vacations must be completed during the calendar year.

23.2 Except for Deputy Chiefs and Battalion Chiefs, the employee's choice of dates for vacations shall be granted, subject to the following qualifications:

(a) It shall be the responsibility of the Deputy Chief of each division to obtain vacation dates desired by all employees within his division on or before January 15 in each calendar year and to assign the vacations requested by all such employees in accordance with seniority. Employees in each division desiring vacations between January 1st and January 15th of any calendar year shall submit their request to the Deputy Chief in their division in writing at least three (3) days prior to the desired vacation dates. Such requests shall be granted subject to the provisions of Sections 23.2(b) and 23.10.

(b) Selection of vacation dates for each calendar year shall be made by Divisions and within each Division, priority of selection shall be based upon seniority. Each employee within a Division shall be entitled to choose two (2) vacation weeks. After all employees within the same Division have chosen two (2) vacation weeks, those employees entitled to a vacation in excess of two week shall choose one (1) additional vacation week. After all employees within the same division entitled to a vacation in excess of two (2) weeks have chosen a third vacation week, those

employees entitled to a vacation in excess of three week shall choose a fourth vacation week, etc.

23.3 Employees who have completed the following period of service with a Department shall receive paid vacations as follows:

Each employee who has or will have completed one (1) year but less than five (5) years of service on December 31, shall receive two (2) weeks' vacation. Employees must complete one (1) year of service before they are eligible for vacation. However, both parties recognize it is possible that employees appointed to the Department in the previous year may not complete one (1) year's service until after all vacation period (both two (2) week and one (1) week) have been chosen. In that event it may be necessary to allow employees with less than one (1) year of service (1) year of service. This exception will allow those employees to use a two (2) week vacation in the scheduled vacation year without impacting on the effectiveness of the Department.

Each employee who has or will have completed five (5) years of service on December 31 shall receive three (3) weeks' vacation.

Each employee who has or will have completed twelve (12) years of service on December 31 shall receive four (4) weeks' vacation.

Each employee who has or will have completed twenty (20) years of service on December 31 shall receive five (5) weeks' vacation.

Employees hired after October 1, in any Contract year shall be eligible for one (1) week vacation until the first January after completion of one full year of service.

Additional vacation:

21 years - one (1) extra vacation day  
22 years - two (2) extra vacation days  
23 years - three (3) extra vacation days  
24 years - four (4) extra vacation days  
25 years or more - five (5) extra vacation days  
30 years or more - six (6) extra vacation days

23.4 Each one (1) week vacation shall consist of one (1) three-day tour of days (or nights). Employees shall be allowed to split vacation days earned by virtue only of the first one (1) week vacation they receive per section 23.3(b) as individual days. Any employee wishing to utilize these days individually shall defer these days when called by the Deputy Chief for vacation per this article. Requests to use these individual days shall be made to the Deputy Chief in writing and shall be made within the employee's tour that is two (2) of the employee's tours before the tour in which the day is requested to be utilized. Seniority will prevail.

23.5 Each two (2) week vacation period shall consist of twelve (12) working days (or nights).

Employees may elect to split this vacation in quarters: four (4) periods of three (3) working days or nights subject to the following restrictions:

(a) employees must make such an election in the normal course of vacation selection in accordance with an employee's seniority and vacation picks available to an employee at that time.

(b) an employee who exercises the option to split his/her vacation shall not be allowed to include within his choices more than one holiday as defined in Article VIII of this Agreement.

23.6 All employees employed in the Marshal's Office, Training Ground, Fire Communications or the Chief's Office who have completed the following period of service with the Department, shall receive paid vacations as follows:

(a) Two (2) weeks of vacation after one (1) year of service.

(b) Three (3) weeks of vacation after five (5) years of service.

(c) Four (4) weeks of vacation after twelve (12) years of service.

(d) Five (5) weeks of vacation after twenty (20) years of service.

(e) Additional vacation:

21 years - one (1) extra vacation day

22 years - two (2) extra vacation days

23 years - three (3) extra vacation days

24 years - four (4) extra vacation days

25 years or more - five (5) extra vacation days

30 years or more - six (6) extra vacation days

(f) The provisions of (a) – (d) above apply provided the employee has not received vacation in the calendar year as a member of the firefighting force.

(g) Two employees in the Marshal's Office shall be entitled to take their vacation at the same time.

(h) The Fire Investigative Unit shall only be entitled to one (1) employee on vacation at any given time and shall select vacations within the Fire Investigative Unit.

23.7 When a paid holiday occurs during the day-man's vacation period, he shall receive one (1) additional day off with full pay.

23.8 In the event that an employee retires in any calendar year prior to taking his vacation, he

shall receive one (1) week's pay for each week of vacation he would have been entitled to take had he not retired. In the event of the death of an employee prior to taking a vacation in any calendar year, the City shall pay to his widow, or if no widow survives him, to his estate, the vacation pay said employee would have received had he lived.

23.9 Vacation schedules shall be distributed on or about November 15 of each year.

23.10 The Chief of the Department shall have the right to limit the number of employees who may be on vacation at any one time to twelve (12) employees per division.

23.11 If a division has an open week or weeks and any employee of such division desires a change from his scheduled vacation period, the same may be accomplished by an appropriate request to the Chief stating both the original and the new inclusive dates.

23.12 All employees of the Marshal's Office, Training School, Fire Communications and the Chief's Office shall be entitled to six (6) working days per vacation week.

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

24.1 To enable the Board of Fire Commissioners to exercise sound discretion in the filling of positions within the Fire Department, no appointment to the position of Firefighter in the Fire Department shall be deemed final and permanent until after the expiration of a period of twelve (12) months probationary service. During the probationary period of any employee, the Board of Fire Commissions may terminate the employment of such employee if, during this period upon observation and consideration of his performance of duty and adherence to the Rules and Regulations of the Department of Fire Service, they shall deem him unfit for such appointment. Nothing contained herein shall be used to deny any employee of any rights or any benefits to which he may be entitled under this Agreement or under the pension provisions of the City Charter covering employees of the Fire Department, except that probationary employees shall have recourse to the Grievance Procedure under Article VI only up through and including Step II of the Grievance Procedure.

#### **ARTICLE XXV - DUTY WATCHES**

25.1 Duty watches shall be two (2) five (5) hour watches from 8:00 a.m. to 1:00 p.m. and 1:00 p.m. to 6:00 p.m. and one (1) fourteen (14) hours watch from 6:00 p.m. to 8:00 a.m. An employee assigned to night watch from 6:00 p.m. to 8:00 a.m. may secure the fire house at 9:00 p.m.

#### **ARTICLE XXVI - PRIOR BENEFITS**

26.1 The City agrees to continue all benefits of whatever nature presently conferred by it and enjoyed by the employees and not covered by the terms of this Agreement.

**ARTICLE XXVII - PROMOTIONS**

27.1 When vacancies in the rank are created, the promotion of an employee holding a job title or classification in addition to a rank shall be deemed to have filled such vacancy if said job title or classification is retained by the promoted employee. Assignments to the positions of lieutenant, captain, battalion chief and deputy chief shall be made within two weeks if there is an active list and if there is funding in the budget. However, such assignments shall be made within thirty (30) days from the date of certification of a list of eligibles for such positions. Social Security Numbers or any part thereof will not be used in any way to identify employees for promotional examinations.

**ARTICLE XXVIII - SAFETY AND HEALTH COMMITTEE**

28.1 The City agrees that it will establish a Safety Committee to review the safety and health conditions in the Department insofar as they are affected by working conditions. Said Safety Committee shall be comprised of four (4) members, two (2) of whom shall be designated by the City and two (2) by the Union. Upon the request of either party, said joint Safety Committee shall conduct an investigation to determine whether or not a health or safety hazard exists and shall make recommendations for the solution of said hazard to the City. The Safety Committee will meet when it deems necessary.

**ARTICLE XXIX - NO LOCKOUT**

29.1 The City agrees that it will not lock out the employees covered by this Agreement during its term.

**ARTICLE XXX – WAGES**

30.1 Salary Plan July 1, 2011 – June 30, 2012: (0%)

	<u>Annual</u>
Dept. Operations Officer	\$104,471
Fire Marshall	\$100,307
Deputy Chief	\$95,676
Battalion Chief	\$89,363
Drillmaster	\$89,363
Assistant Drillmaster	\$81,434
Captain	\$83,710
Lieutenant	\$75,372
Firefighter 1 <sup>st</sup>	\$67,283
Director of Training	\$95,676
Deputy Marshall	\$92,319

Life Comp. Safety Officer	\$89,363
Arson Squad Captain	\$81,434
Public Assembly Inspector	\$81,434
Quality Control Data	\$72,931
Fire Inspector/Investigator	\$71,941
Inspector	\$71,941
Director of Planning/Public Information	\$89,363
Supervisor Fire Comm.	\$89,363
Supervisor EMS	\$89,363
Firefighter Trainee/Probationary	\$36,491
Firefighter Third Grade Second Year	\$41,135
Firefighter Second Grade Third Year	\$47,379

30.2 Salary Plan July 1, 2012 – June 30, 2013: 3.0% (not retroactive)

	<u>Annual</u>
Dept. Operations Officer	\$107,605
Fire Marshall	\$103,316
Deputy Chief	\$98,546
Battalion Chief	\$92,044
Drillmaster	\$92,044
Assistant Drillmaster	\$83,877
Captain	\$86,221
Lieutenant	\$77,633
Firefighter 1 <sup>st</sup>	\$69,301
Director of Training	\$98,546
Deputy Marshall	\$95,089
Life Comp. Safety Officer	\$92,044
Arson Squad Captain	\$83,877
Public Assembly Inspector	\$83,877
Quality Control Data	\$75,119
Fire Inspector/Investigator	\$74,099
Inspector	\$74,099
Director of Planning/Public Information	\$92,044
Supervisor Fire Comm.	\$92,044
Supervisor EMS	\$92,044
Firefighter Trainee/Probationary	\$37,586
Firefighter Third Grade Second Year	\$42,369
Firefighter Second Grade Third Year	\$48,800



30.3 Salary Plan July 1, 2013 – June 30, 2014: (0%)

	<u>Annual</u>
Dept. Operations Officer	\$107,605
Fire Marshall	\$103,316
Deputy Chief	\$98,546
Battalion Chief	\$92,044
Drillmaster	\$92,044
Assistant Drillmaster	\$83,877
Captain	\$86,221
Lieutenant	\$77,633
Firefighter 1 <sup>st</sup>	\$69,301
Director of Training	\$98,546
Deputy Marshall	\$95,089
Life Comp. Safety Officer	\$92,044
Arson Squad Captain	\$83,877
Public Assembly Inspector	\$83,877
Quality Control Data	\$75,119
Fire Inspector/Investigator	\$74,099
Inspector	\$74,099
Director of Planning/Public Information	\$92,044
Supervisor Fire Comm.	\$92,044
Supervisor EMS	\$92,044
Firefighter Trainee/Probationary	\$37,586
Firefighter Third Grade Second Year	\$42,369
Firefighter Second Grade Third Year	\$48,800

30.4 Salary Plan July 1, 2014 – June 30, 2015: (2.50%)

	<u>Annual</u>
Dept. Operations Officer	\$110,295
Fire Marshall	\$105,899
Deputy Chief	\$101,009
Battalion Chief	\$94,345
Drillmaster	\$94,345
Assistant Drillmaster	\$85,974
Captain	\$88,377
Lieutenant	\$79,574
Firefighter 1 <sup>st</sup>	\$71,034
Director of Training	\$101,009
Deputy Marshall	\$97,466
Life Comp. Safety Officer	\$94,395

Arson Squad Captain	\$85,974
Public Assembly Inspector	\$85,974
Quality Control Data	\$76,997
Fire Inspector/Investigator	\$75,952
Inspector	\$75,952
Director of Planning/Public Information	\$94,395
Supervisor Fire Comm.	\$94,395
Supervisor EMS	\$94,395
Firefighter Trainee/Probationary	\$38,525
Firefighter Third Grade Second Year	\$42,428
Firefighter Second Grade Third Year	\$50,020

30.5 Salary Plan July 1, 2015 – June 30, 2016: (2.50%)

	<u>Annual</u>
Dept. Operations Officer	\$113,053
Fire Marshall	\$108,547
Deputy Chief	\$103,535
Battalion Chief	\$96,704
Drillmaster	\$96,704
Assistant Drillmaster	\$88,123
Captain	\$90,586
Lieutenant	\$81,563
Firefighter 1 <sup>st</sup>	\$72,810
Director of Training	\$103,535
Deputy Marshall	\$99,902
Life Comp. Safety Officer	\$96,704
Arson Squad Captain	\$88,123
Public Assembly Inspector	\$88,123
Quality Control Data	\$78,922
Fire Inspector/Investigator	\$77,850
Inspector	\$77,850
Director of Planning/Public Information	\$96,704
Supervisor Fire Comm.	\$96,704
Supervisor EMS	\$96,704
Firefighter Trainee/Probationary	\$39,489
Firefighter Third Grade Second Year	\$44,514
Firefighter Second Grade Third Year	\$51,271

30.6 Adjustments to Salary: In addition to the salaries provided in this article:

First Grade Firefighters who hold Paramedic certification and who operate in that capacity on an advanced life support emergency unit shall, upon graduation, receive an additional two dollar (\$2.00) per hour for those hours actually worked in such capacity;

Members of the department who function in the following capacities shall receive an additional fifty cents (50 cents) per hour for those hours actually worked in these capacities: Certified Hazardous Materials Technician on a designated Hazardous Materials responder. Certification shall be in accordance with state mandate and regulations.

(c) Payments made pursuant to this provision, as well as payments made pursuant to Article X, shall be paid one pay period in arrears, based upon submission of weekly payroll records to support these payments.

(d) There will be no pyramiding of rates, and employees shall not be compensated for more than one salary adjustment for any given hour.

#### **ARTICLE XXXI - MISCELLANEOUS**

31.1 The Officer in charge shall apportion all work among subordinates as equitably as practicable.

31.2 Employees will not be responsible for the painting or structural maintenance of the Engineer House.

31.3 It shall be the responsibility of the firefighters at the respective firehouses to remove snow from and sand the vehicle and pedestrian travel areas (including aprons and parking areas and areas of ingress and egress to fire houses.) The Fire Department will make every effort to furnish snow removal equipment as needed.

31.4 The City of New Haven shall absorb the initial cost of the telephones provided for the members at each fire station.

31.5 Private automobiles will not be used by men relieving the off-going shift at fires and emergencies. The City shall provide the transportation from the firehouse to the location of the fire and return as quickly as possible.

31.6 When a firefighter is detailed to another fire station and his services are no longer required at the fire station, he shall be returned to his place of assignment before being subject to further detail.

31.7 All repairs to apparatus or motor vehicles used by the Department shall be performed by members of the Repair Shop only. These repairs shall include the changing of tires and batteries of fire apparatus, but not include the changing of tires on other Department

vehicles.

31.8 Every employee shall have the right to inspect his service and medical records at any reasonable time upon his request.

31.9 No employee shall be assigned to perform any duty which is unrelated to firefighting, fire prevention, rescue, salvage, overhaul work, care and maintenance of firefighting equipment and apparatus, or any other similarly related work.

31.10 Both parties agree that the purpose of a training program is to educate firefighters in the mission of the Fire Service; to provide for the firefighters welfare and well-being by reducing the possibility of bodily injury; and to provide firefighters with the latest knowledge in fire technology and in the standard operating procedures of the Department.

To achieve this goal, it shall be the policy of the Fire Department to continue the training practice currently in effect. Night training sessions shall be limited to three (3) per company per year of this Agreement.

31.11 The City will not provide bedding sheets, pillow cases or blankets.

31.12 Not earlier than one (1) hour prior to the termination of a shift, the officer in charge of a fire station shall permit early relief. As used herein "termination of the shift" shall mean 6:00 p.m. or 8:00 a.m.

Early relief shall be granted on all work days for up to one (1) hour on a man-for-man basis.

It shall be the responsibility of the Company Officer to be present in the watch booth no later than 7:00 a.m. and 5:00 p.m. to ensure that all apparatus is properly manned for response and that all employees on the incoming shift report to the watch booth in proper attire prior to granting individual relief. It shall be the responsibility of the Company Officer to ensure that all employees have worked a ten (10) hour day shift or a fourteen (14) hour night shift before being granted early relief.

Any request for early relief beyond this time, up to two (2) hours, must be submitted to the Battalion Chief's Office at least twenty-four (24) hours ahead for consideration.

31.13 Summer uniforms shall be worn as directed by the Chief of the Department.

31.14 The City shall provide hasps for lockers in fire stations to provide secure storage for firefighting equipment in each station having individual lockers. In those stations where individual lockers are not available, the City shall provide secure storage.

31.15 Washing paint will only be required from October 1 through April 15.

31.16 The City shall designate quarters, where applicable, which shall be reserved for personnel assigned to Emergency Units.

The City shall provide an Emergency Unit telephone for emergency calls after 11:00 p.m. and, where facilities permit, said telephone shall be located in such quarters.

31.17 Officers' quarters shall be reserved for Officers.

31.18 The City shall cause this Contract to be printed, in booklet form, and shall distribute a copy of said Contract, in said form, to every employee as of the date of execution thereof and to each new employee on the date he is hired. In addition, the City shall furnish the Union with twenty (20) extra copies of the Contract.

31.19 (A) Family and Medical Leave - Any employee who is an "eligible employee" as defined under the Federal Family and Medical Leave Act (FMLA), 29 U.S.C. Section 2601 et seq. shall be granted up to twelve (12) weeks of FMLA leave during a twelve (12) month period in accordance with the FMLA. Any paid leave time must be exhausted first in situations where the leave being taken by the employee is covered by the FMLA, and said paid leave time shall be included in (and shall not be in addition to) the aforementioned twelve (12) weeks of allowable FMLA leave. A medical certificate acceptable to the City shall be required for FMLA leave situations.

(B) Employees on a Leave Without Pay shall not continue to accumulate sick leave or vacation credits. However, the continuity of employment shall be preserved for purposes of vacation and longevity entitlement and other benefits based upon time in service.

(C) Employees on Leave of Absence Without Pay will be eligible to continue their health insurance coverage at the group rate. Arrangements to do so must be made in advance with the Human Resources Department designated to handle such arrangements or the insurance coverage will be terminated. However, employees on FMLA leave shall have their health insurance coverage maintained during such leave on the same terms as if they had continued to work; provided, if the employee fails to return to work, the employee shall be liable for the City's share of retroactive premium payments incurred during the leave period in accordance with the FMLA.

(D) When an employee returns from an approved leave of absence, his/her medical insurance shall be reinstated (as applicable) and the City shall resume coverage on the first day of the first full calendar month after the employee's return.

(E) Pregnant employees are entitled, at their request, to be immediately removed from field duties. Such employees shall be assigned and shall be entitled to continue working for so long a time as the employee's physician believes that she is physically fit to perform her assigned duties. It is the obligation of each employee to immediately inform the Department upon a confirmation of her pregnancy. Appropriate clothing or uniform, to be determined by the assignment, shall be allowed upon approval of the Commanding Officer of the Division.

31.20 The City agrees to establish, without charge to the employee, a payroll deduction plan to permit the employee to establish and to fund a deferred income benefit plan in

accordance with the provisions of the Internal Revenue Code of the United States of America, for employee contributions only. Said Plan shall be effective after the Union President informs the Director of Labor Relations in writing which Plan has been selected for all employees.

The Union will provide the name, address and social security number of any employee who elects to participate in the Plan; and shall deliver to the municipality a written authorization, signed by the employee, electing to participate in the payroll deduction provisions of the Plan, setting forth his desire to participate in the deferred income benefits plan, and designating the sum that the participating employee authorizes to be deducted from his weekly wages, in either a fixed amount or in a percentage of the employee's weekly wage.

31.21 Each employee will receive one (1) personal day per calendar year. Said days shall be selected in the manner prescribed in Section 12.15.

31.22 EMT Certification: Effective July 1, 2002, all members certified in the State of Connecticut through the Office of Emergency Medical Services as an Emergency Medical Technician (EMT) and Medical Response Technician (MRT) shall maintain such certification as a condition of employment.

Effective July 1, 2002, all members certified as an Emergency Medical Technician (EMT) or an Medical Response Technician (MRT) through the State of Connecticut Office of Emergency Medical Services prior to appointment shall continue to maintain such certification as a condition of employment.

Effective July 1, 2002, all members certified in the State of Connecticut through the Office of Emergency Medical Services as an emergency medical technician paramedic (EMT-P) shall maintain such certification for a period of ten (10) years from their date of hire. Members certified at this level must also maintain medical control through designated authorities as a condition of employment. Should the member allow the certification defined herein to lapse after ten (10) years, they shall maintain a certification as an Emergency Medical Technician (EMT) as a condition of continued employment.

Effective July 1, 2002, all members certified as an emergency medical technician paramedic (EMT-P) through the State of Connecticut Office of Emergency Medical Services prior to appointment shall maintain such certification for a period of ten (10) years from their date of hire. Members certified at the level must also maintain medical control through designated authorities as a condition of employment. Should the member allow the certification defined herein to lapse after ten (10) years, they shall maintain a certification as an Emergency Medical Technician (EMT) as a condition of continued employment.

## **ARTICLE XXXII – PENSION**

32.1 Fire Pension Plan #1 and all amendments thereto, is incorporated herein and made a part hereof as though fully set forth and said Pension Plan shall continue to be the Plan for all members of the Department employed prior to December 31, 1957.

32.2 Fire Pension Plan #2 and all amendments thereto, is incorporated herein and made a part hereof as though fully set forth and said Pension Plan shall continue to be the Plan for all members of the Department employed on or about January 1, 1958, with the following amendment:

Amendment of Subsection (d) of Section 5 of the 1957 Special Act No. 531:

The First sentence of Subsection (d) is amended by adding after the words "rate of pay" the words "except in the case of an allowance payable to a fireman."

32.3 Section 10(a) of an Ordinance amending Special Act 531 re: certain members of Policemen's and Firemen's Pension Fund, enacted December 2, 1968 is amended as follows:

(a) Each Fire Department member of said Policemen's and Firemen's Pension Fund who has completed twenty-five (25) or more years of service with the Fire Department and who is forty-six (46) years of age or older, upon him written application to the Pension Board, shall be entitled to retirement for super annuation on an annual pension to be paid in accordance with the provision of subsection (b) of this Section.

32.4 Fire Pension Plan #2 is amended to include the following provisions:

In the event of the discontinuance of employment, after a ten or more years of continuous service, any member of the Fire Department shall retain full vested rights to receive a monthly pension commencing on the date when he would otherwise have completed twenty-five (25) years of continuous service, but not prior to his attainment of age forty-six (46), conditioned upon the member leaving his contribution in the Pension Fund. The amount of his pension will be determined by the regular formula provided in Section 10(h) of "An Ordinance Amending Special Act No. 531" enacted December 2, 1968 as it may be amended from time to time, based on his years of continuous active service as a contributing member of the fund. The regular provisions for survivorship benefits, as contained in Section 10(h) (2) of said ordinance, will apply to the vested pension, namely 50% continuance to a widow alone, 70% to a widow and one child, and 90% to a widow with two or more children, but such payments will be deferred if death occurs prior to the normal commencement date for the vested pension. No disability benefits are provided for vested members. "Continuous Service" for the purposes of determining eligibility for vesting under this provision shall mean uninterrupted service or employment, but absence from service or employment for any reason followed by reinstatement within one (1) year thereafter shall not be considered a breaking the continuity of the service. The effective date of this vesting provision is July 1, 1976.

32.5 Effective May 13, 1980, Pension Act #1 for all employees hired prior to December 31, 1957 shall be amended as follows:

(a) The annual salary that a pension is calculated upon shall be changed from last year annual salary to "highest annual salary."

(b) The widow's benefit paid to a widow of an employee with more than twenty-five (25) years of service who dies prior to retirement shall be changed from one quarter (1/4) of his annual salary to fifty percent (50%) of the pension the Firefighter would have received had he retired at time of death.

32.6 Effective June 30, 1982, Pension Plan #2 shall be amended as follows:

(a) The widow's benefit paid to a widow of an employee with more than twenty-five (25) years of service who dies prior to retirement shall be changed from quarter (1/4) of his annual salary to fifty percent (50%) of the pension the employee would have received had he retired at time of death.

32.7 Effective July 1, 1982, Pension Plan #1 for all employees hired prior to December 1, 1957 shall be amended as follows:

In computing the pension benefits after twenty-five (25) years, the employee shall be given credit for each completed month of service over a full year, i.e.,

25 years, nine months and 16 days 25 years = 50% of 2% per annum 9 months = 9/12 of 2% or 1.5% 16 days = 0

Effective Pension = 51.5%

32.8 Not later than December 31, 1983 the City shall identify in Pension Plan #2, those costs and contributions that pertain to the Fire Service. Thereafter, said costs and contributions for the Fire Service shall be identified separately. All Fire Service shall be similarly identified separately for the Fire Service.

It is the intention of the parties that the Pension Board, Investment Advisors, Fiduciaries and Actuaries, as specified in Special Act No. 531, shall not be modified by this amendment. Likewise, the manner in which the Pension Board operates, invests its monies, etc., shall not be changed by this amendment.

32.9 The following amendments to Pension Plan #1 and #2 shall be effective July 1, 1984:

(A) Effective July 1, 1984, the contribution for Pension #1 members shall be increased from 4% to 5%.

(B) Effective July 1, 1984, the contribution for Pension #2 members shall be increased to 6.5% and on July 1, 1984, it shall be increased to 6.75%.

(C) Effective July 1, 1984, all members who thereafter retire on normal retirement with twenty-five (25) or more years of service, or on a service-connected disability retirement after twenty (20) or more years; and their eligible survivors, shall receive the following benefits:



(1) A cost of living adjustment in pension benefits commencing January 1, 1987 if they have received at least six monthly pension payments prior to said date or have been credited with six monthly pension benefits prior to said date.

(2) Thereafter on January 1st of each odd-numbered year the pension benefit payable to each member of his eligible survivors who have at least six monthly pension payment or have been credited with six monthly pension payments prior to said January 1st of each odd-numbered year shall be adjusted.

(3) The adjustment will be made based upon the increase or decrease in the cost of living as indicated by the Federal Consumer Price Index, Urban Wage Earners and Clerical Workers, All Cities, Revised (1967-100).

(4) The adjustment will be computed as follows:

(a) The index number for the two calendar years immediately preceding the effective date of the adjustment shall be compared.

(b) From the index number for the calendar years immediately preceding the effective date of the adjustment there shall be subtracted the index number for the calendar year immediately preceding the calendar year prior to the effective date of the adjustment.

(c) The percentage increase or decrease in the index numbers applicable to said two calendar years shall be computed by dividing the difference by the index number applicable to the first calendar year in said two year period.

(d) Said percentage so determined shall be applied so as to increase or decrease the monthly pension benefit paid or payable to the member or his eligible survivors during the month immediately prior to the effective date of the adjustment.

(e) Pension benefits shall be increased by the amount of the percentage determined in (4) but not to exceed 4%, to correspond to an increase in the cost of living as determined by said computation.

(f) Pension benefits shall be decreased by the amount of the percentage determined in (4) but not to exceed 4%, to correspond to a decrease in the cost of living as determined by said computation; provided that no adjustment as a result of a decrease in the cost of living shall reduce the pension benefit payable to a member or survivor below the original amount which said member or survivor received upon retirement or death of the member, whichever is applicable.

(g) Notwithstanding the foregoing, or any other provision in this Agreement, employees who have fewer than ten (10) years of service as of the ratification of this agreement shall have their pension benefits increased or decreased by the amount of increase or

decrease in the cost of living as indicated by the Federal Consumer Price Index, Urban Wage Earners and Clerical Workers, All Cities, Revised (1967-100); provided however that such increase or decrease shall not exceed 3.0% annually, to correspond to an increase or decrease in the cost of living as determined by said computation, and shall not exceed 15% over the employee's lifetime. Survivors shall be entitled to receive annual adjustments as provided above in an amount not to exceed 15%, provided however this provision shall not apply to employees retiring with 25 years of service, of the survivor's benefits less the percentage of increases granted to the member during his lifetime.

(h) Notwithstanding the foregoing, for employees hired on or after August 28, 2013, such increase shall not exceed 1.5% annually, and shall not exceed 10% over the employees lifetime

(i) If the percentage increase or decrease for the appropriate two year period is less than one-quarter of one percent (.0025%), no adjustment will be made.

(j) No member who retires after July 1, 1984 shall have his pension adjusted to an amount that exceeds 120% adjustment referred to above, his survivors shall be entitled to receive bi-annual adjustments as provided above in an amount not to exceed 120% of the survivor's benefits less the percentage of increases granted to the member during his lifetime.

(k) Upon retirement, a member may elect to forego the benefits provided by this section in exchange for a buyout of all future cost of living adjustments (COLAs) at a rate of 40% of the actual value of the benefit.

(D) Any employee who retires on a service-connected disability after August 31, 1984 who has not completed thirteen years of service prior to the effective date of his/her retirement and who, after retirement, receives earnings from employment, or self-employment shall have his/her pension benefits adjusted as follows:

1. If the amount of money earned by employment or self-employment after retirement plus the amount of pension exceeds the amount of salary in the contract applicable from time-to-time to employees holding the same rank or position held by the retiree at the time of his retirement, the pension benefit shall be reduced by an amount equal to the excess of said outside earnings over the amount of salary applicable from time-to-time to employees in the same rank or position held by the retiree at the time of retirement.

2. Said retiree's pension payment shall be discontinued and/or withheld unless he/she files with the Pension Board annually before April 30th a sworn statement of such earnings for the preceding calendar year as shown in his/her Federal tax return. The reduction in his/her disability annuity shall equal one hundred percent (100%) of any excess of his/her earnings including his/her pension in the preceding calendar year over the sum of money specified in the Labor Agreement for the position that the employee held just prior to disability retirement.

3. No adjustment will be made for earnings after age 65.

4. The Pension Board shall have the sole discretion to waive the provisions of (d) (1), (2) and (3) above upon certification by the Chief that the disability was service-connected and occurred while the retiree was rendering "Fire Duties as defined in the By-Laws of the Connecticut State Firemen's Association. In such case the Disability Pension shall not be subject to such cap on earnings nor to any Cost of Living increase.

32.10 The following amendments to Pension Plan #1 and Pension Plan #2 shall be effective July 1, 1987:

(A) In calculating the percentage of salary to be awarded as a pension to an employee who is otherwise eligible for a pension, the retiring employee shall be awarded two (2) percent for each year of employment for the first twenty (20) years of employment; and for each additional year of employment, the employee shall be given three percent (3%), but in no event shall the total amount of the pension, as otherwise calculated under either Pension #1 and Pension #2 exceed seventy percent (70%).

(B) In calculating the benefits payable to an employee under Pension Plan #2, the percentage used to calculate said benefit shall be based upon credit for full and fractional years of service calculated on a daily basis.

(C) In calculating the benefits payable to an employee under Pension Plan #2 the earnings of an employee during his final year of service shall be the employee's budgeted earnings or his actual gross earnings in the fiscal year in which the employee retires, whichever is higher.

(D) **DEATH WHILE ACTIVE MEMBER:** If an employee dies while an active member, the surviving spouse shall receive fifty percent (50%) of the rate of pay of the employee at the time of death until the spouse's death, or remarriage. For one (1) dependent child, an additional ten percent (10%); for two (2) or more dependent children, an additional twenty percent (20%).

(E) In calculating the benefits payable to an employee for an Age Annuity or non-service connected disability under Pension Plan 2, credit for each of the years used in said computation shall be no less than the annual budgeted salary for the employee that year.

(F) Optional Transfer of Pension Credits In Event A Member Changes To, Or From, Permanent Employment Covered By The Policemen and Firemens Pension Fund,

In the event of such change of employment within the City of New Haven the member can elect that the period of prior service for which he made contributions to the first Fund shall be included in determining the amount of his pension benefits and the second Fund to which he has transferred his participation. Such transfer of credits shall be contingent on a transfer of cash between the Funds equal to the actuarial reserve for his participating service in the first Fund, including both the employee's and the City's contributions therefore, and all rights to pension or other benefits under the first fund will be terminated by such transfer.

32.11 The following amendments to Pension Plan #2 shall be effective July 1, 1990:

Employees shall be eligible to retire having completed twenty (20) years of service regardless of age based upon the calculations of 33.10(A) above.

32.12 An Ordinance of the City of New Haven entitled: "An Ordinance Merging Police and Fire Pension Plan Nos. 1 and 2" is hereby incorporated into this Agreement and attached hereto.

32.13 The following amendment to the New Haven Policemen and Firemen's Pension Plan (including members of what were formerly Pension Plan #1 and Pension Plan #2) shall be effective June 30, 1993: After retirement, in accordance with the provisions of this act, each member shall receive an annual allowance, payable monthly during his or her lifetime and terminating at his or her death, in an amount equal to two and on-half percent (2.5%) of his or her average total annual earnings of his or her five (5) highest years of earnings during the ten (10) years immediately preceding his or her retirement our each full year of service up to a maximum of seventy-five percent (75%) of his or her average total annual earnings of such five (5) highest years of earnings; provided such allowance for permanent and total disability arising out of and in the course of employment as defined in the Workers' Compensation Act shall not be less than one-half of the member's annual rate of pay at the time of disability; and further provided that such allowance for permanent and total disability as the result of causes which hare not related to his or her employment with the fire Department shall consist of an annual pension, payable monthly, in an amount equal to fifty percent (50%) of his or her average total annual earnings of his or her five (5) highest years of earnings during the ten (10) years or less immediately preceding his or her retirement. The terms shall be deemed to mean wages or salary, including increases or decreases thereof, payments on account of overtime worked, and average total annual earnings shall in no event be less than the member's budgeted annual salary at the time of retirement. For purposes of calculating average total annual earnings, the earnings of an employee for each year of earnings in the calculation shall not be less than the annual budgeted salary for the employee for that year. Credit for service shall be determined by full and fractional years of service calculated on a daily basis.

32.14 When an employee has been on sick or worker's compensation leave for a period that includes ninety percent (90%) of his or her work schedule for a period of eighteen (18) months, the Board of Fire Commissioners shall cause that employee to be examined by an independent medical authority. If it is determined by this independent medical authority that the employee is permanently unable to perform the essential functions of the assignment to which the employee is assigned, and there exists within the department table of organization no other assignment which the employee might perform consistent with the restrictions of his or her limitation, then the Board of Fire Commissioners in its discretion may initiate an application for retirement for medical cause for said employee. The Pension Board will determine the employee's eligibility for retirement in accordance with its customary standards and practices.

For the purposes of calculating the eighteen-month term described in Section 33.14, if the affected employee returns to work for more than one complete shift at full duty status, such

return to work shall constitute a break in the eighteen-month period and the next injury shall initiate a new eighteen-month period.

32.15 The following pension modifications shall become effective July 1, 1994:

(a) Pension Formula: 2.5% for the first 20 years of service; 3% for 21 through 30 years of service; 80% cap;

(b) Cost of Living Adjustment: 4% with a 125% cap, applies after 20 years of service;

(c) Post-retirement Spouse's Benefit: Increase to 65%.

(d) Sick Leave Buyback Provision: 150 days of sick leave may be exchanged for up to 5 years of credited service under the following terms:

(i) The number of sick leave days exchanged must have a value of at least one year of service;

(ii) No more than 20 employees may elect this buyback per year;

(iii) There shall be a 60-day window period during each year of the contract during which employees may elect this benefit (May 1 through June 30 for 1995); the window period defined herein shall be from January 1 through February 28 of each year.

(iv) The 20 most senior employees who provide a written notice of their intent to retire and use this benefit shall be eligible;

(e) Extra Duty: 50% of extra duty pay will be counted as compensation but paid exclusively by the user with no cost to the City. The City shall bill the extra duty vendors an extra 5% surcharge which the City shall contribute directly to the plan on a quarterly basis.

(f) Employee Contributions: An additional 2% of payroll (8.75%). The 8.75% employee contribution shall become effective April 1, 1995. The pension contribution on extra duty assignments shall be 4.37% of the employee's total extra duty earnings. The pension plan shall become qualified and the employee's total contribution shall be tax deferred. Effective upon ratification of this agreement, employee contributions to the Fund shall be 10% of compensation used to calculate pension benefits; effective July 1, 2014, employees shall contribute 11% of compensation. For employees hired on or after August 28, 2013, overtime shall not be considered as compensation for purposes of calculating their pension contribution.

(g) Any current sworn firefighter who has served in a branch of the United States Armed Forces (Army, Navy, Air Force or Marines) prior to becoming a New Haven Firefighter, shall have the opportunity to purchase pension time for each year of active service (1 year of military service = 1 year of service for pension purposes) and have said time credited for pension

purposes, up to a maximum of four (4) years.

(h) Effective July 1, 2006 all pensions shall be calculated by the average total annual earnings of the employee's four (4) highest years of earnings and average total annual earnings shall in no event be less than the member's budgeted annual salary at the time of retirement.

32.16 Notwithstanding the foregoing, employees hired on and after August 28, 2013, shall receive an annual allowance, payable monthly during his or her lifetime and terminating at his or her death, in an amount equal to two percent (2.0%) of his or her average budgeted salary of his or her four (4) highest years for each full year of service up to 20 years, and three percent (3.0%) after 20 years to a maximum of seventy percent (70%) of his or her average budget salary of such four (4) highest years; provided such allowance for permanent and total disability arising out of and in the course of employment as defined in the Workers' Compensation Act shall not be less than fifty percent (50%) of the member's annual rate of pay at the time of disability; and further provided that such allowance for permanent and total disability as the result of causes which are not related to his or her employment with the fire Department shall consist of an annual pension, payable monthly, in an amount equal to fifty percent (50%) of his or her average budgeted salary of his or her four (4) highest years during the ten (10) years or less immediately preceding his or her retirement. Credit for service shall be determined by full and fractional years of service calculated on a daily basis.

32.17 Tax Liability: The determination of the purchased years of additional pension service credit will be predicated upon the corresponding gross cash equivalents of the accrued leave time utilized. The appropriate federal and state income tax withholding will be deducted from the respective employee/retiree's gross cash equivalents, and the net after such deduction will be considered the employee's cost for the purchase of the additional pension years of credited service. The annual employee W-2 will reflect the gross cash equivalents of all accrued leave days of service as taxable compensation. The appropriate federal and state tax liabilities on the gross cash equivalents will be reported as taxes paid.

### **ARTICLE XXXIII - SAVINGS CLAUSE**

33.1. In the event that any provision of this Agreement is found to be invalid by any law or forum of competent jurisdiction, such invalidity shall not impair the validity and enforceability of the remaining provisions of this Agreement.

### **ARTICLE XXXIV - EDUCATIONAL INCENTIVE**

34.1 Upon satisfactory completion of a degree program in Fire Technology or Fire Administration at an accredited institution, eligible employees shall receive the following payments once annually. These payments shall not be cumulative for employees with more than one degree:

Associate Degree in Fire Technology Fire Administration	\$150.00 per annum
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Bachelor's Degree in Fire Technology or Fire Administration	\$300.00 per annum
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34.2 Eligibility

(a) In order to be eligible for the educational incentive, employees who are enrolled in degree programs must notify the Department at the beginning of the academic year in which they expect to receive their degree.

(b) Upon successful completion of a degree program, the employee must provide proof of same to the Department in order to receive payment.

(c) Employees who already possess a degree shall present acceptable documentary evidence of same to the Department.

34.3 Education incentive pay shall be made in a lump sum during the month of August and said lump sum shall be the amount due each eligible employee for the preceding year. In order to qualify for the educational incentive the employee must be a Firefighter 1st Grade. Any employee who is discharged shall not be entitled to the educational pay he would otherwise have received subsequent to the date of the discharge.

34.4 The educational incentive shall not be subject to pension deductions nor shall it be computed as part of annual wages for pension benefit calculation.

34.5 Effective August, 1991, MRT's and Firefighters holding Emergency Medical Technician I or II certifications shall be paid a lump sum of money subject to pension deductions and computed as part of the annual wages for pension benefit calculations for certifications necessary to perform the job based on the following formula:

Emergency Medical Technician II Certification

	\$985	1st Certification
Additional	\$1,000.00	2nd Certification
Additional	\$1,000.00	3rd Certification

Capped at \$3,325.00 annually

Emergency Medical Technician I Certification

	\$650.00	1st Certification
Additional	\$500.00	2nd Certification

Additional                      \$500.00                      3rd Certification

Capped at \$1,900.00 annually

MRT's

\$350.00 annually

Said payment shall be made annually in August for the preceding fiscal year. In the case of a Firefighter holding Emergency Medical Technician I certification who obtains Emergency Medical Technician II certification, the payments due under this provision will be no less than they would have been had said employee not obtained such certification.

### **ARTICLE XXXV - TEMPORARY ASSIGNMENTS**

35.1 Temporary assignments shall mean assigning an employee from one division of the department to another to perform duties not generally performed within their position. Any Temporary assignments shall be limited to assigning fire personnel from the suppression division to the training division to perform training division duties. The Fire Chief shall have the right to make such assignments provided;

1. Any such assignment shall be deemed a temporary assignment and shall be governed by this article
2. Personnel shall be at least firefighter 1 st grade with a minimum of (5) five years as a sworn member of the New Haven Fire Department.
3. They shall be certified by the State of Connecticut, The National Fire Academy or the National Board of Fire Service Professional Qualifications as a Fire Instructor.
4. All assignments shall be a minimum of (30) thirty calendar days and shall not exceed (90) ninety calendar days per individual in any (12) twelve month period.
5. Assignments are completely voluntary in nature. Any employee may refuse such assignment. There shall be no retaliation from the Department for such refusal.
6. Any employee temporarily assigned shall be governed by the articles governing permanent training division staff for the purposes hours/conditions of work, benefits, etc.
7. Any employee temporarily assigned shall receive their customary weekly pay. The hourly pay shall be the customary weekly pay divided by 36 plus the difference between the annual pay of an Assistant Drill Master and a Firefighter 1st grade divided by 1872.
8. The Fire Chief and City shall lose all rights under this article if any of the current permanent positions at the training division, ie, Director of Training, Drill Master or the (2) two Assistant Drill Master positions are eliminated or not filled by a civil service test within (12) twelve months of being vacated.
9. Any of the above provisions may be extended or altered by union agreement only.



## **ARTICLE XXXVI – SUBSTANCE ABUSE POLICY**

### **36.1: Purposes**

The purposes of this policy are as follows:

- A. To establish and maintain a safe, healthy working environment for all sworn employees and to protect the public;
- B. To insure the reputation of the City of New Haven Fire Department and its members as good, responsible citizens worthy of public trust;
- C. To demonstrate a clear expectation and understanding that a drug test shall be an integral part of any regular physical exam required by the Department and shall be considered a condition of hire/application to any promotion to a higher rank within the Department;
- D. To reduce the incidents of accidental injury to person or property;
- E. To reduce absenteeism, tardiness and indifferent job performance; and
- F. To provide assistance toward rehabilitation for any employee who seeks help in overcoming any addiction to, dependence upon, or problem with alcohol or drugs.

### **36.2: Definitions**

- A. Alcohol or Alcoholic Beverages – means the intoxicating agent in beverage alcohol, ethyl alcohol or other low molecular weight alcohol, including methyl and isopropyl alcohol.
- B. Drug – means any substance (other than alcohol) capable of altering the mood, perception, pain level or judgment of the individual consuming it.
- C. Prescribed Drug – means any substance prescribed for the individual consuming it by a licensed medical practitioner.
- D. Illegal Drug – means any drug or controlled substance, the sale possession or consumption of which is illegal.
- E. Ranking Supervisor – means any officer with the rank of Lieutenant or above who is the employee's immediate supervisor in the chain of command, or the Chief of Fire or his designee.
- F. Employee Assistance Program – means Employee Assistance Program provided by the City of New Haven or any agency/entity with whom the City has contracted to provide said program.

G. Union President – means President of Local 825 or his designee.

H. Refusal to Submit to Drug and Alcohol Testing – The refusal by an officer to submit to a drug or alcohol screening test based on reasonable suspicion shall constitute insubordination and shall subject the employee to subsequent disciplinary action.

### **36.3: Voluntary Disclosure and Policy Provisions**

A. Voluntary Disclosure and Employee Assistance:

1. An employee who has completed his or her initial probationary period with the City and has engaged in substance abuse and voluntarily discloses this issue to the Chief of Fire and requests treatment and rehabilitative assistance shall be given assistance under the City’s Employee Assistance Program. Access of this type shall be limited to two occasions. An employee referred to the program shall not be disciplined for the substance abuse disclosed. However, failure to comply with the terms of this program shall subject the employee to discipline
2. In addition, an employee who has completed the initial probationary period and voluntarily admits there is cause for reasonable suspicion under Section 9, Step 4(c) of this Policy shall be entitled to one opportunity to enroll in the Employee Assistance Program of the City and avoid discipline, provided that he or she has not already engaged in that program twice prior, and provided further that the employee has not previously failed to comply with the requirements of that program during a prior enrollment.
3. Any employee who returns to employment following completion of a program under the Employee Assistance Program shall be subject to follow-up testing as determined by the EAP provider.

B. Basis for Testing: The testing authorized under this policy shall be preceded by a determination by a supervisor that the conduct, behavior, demeanor or statements of the employee have given that supervisor “reasonable suspicion” that the employee has engaged in substance abuse.

C. Preservation of Rights: This policy does not constitute a waiver of the rights of members of the bargaining unit regarding drug testing protection provided by United States or Connecticut Constitution or statutes.

D. Confidentiality: Records of the process used to order a test and test results shall be maintained along with other employee medical records, and shall be handled consistent with the policies respecting such records. In addition, an employee who elects participation in the Employee Assistance Program shall be required to authorize the release of these records to the personnel utilized in that program.

E. Cost of Required Tests: The City shall pay for the following tests:

- Pre-employment drug testing;
- Random testing;
- Reasonable Suspicion testing;
- Return to duty testing; and
- Follow up testing.

The employee shall be responsible to pay for the following tests:

- Split analysis testing

F. Transportation: The City will provide transportation for the employee to the testing facility when the employee is being tested under reasonable suspicion procedures. The City shall provide transportation for an employee to the employee's home when the employee tests positive under these procedures.

### **36.4: Random Testing**

- A. Employees performing safety-sensitive functions will be tested for controlled substances at a minimum annual rate of fifty percent (50%) of the average number of positions.
- B. Random selection shall be performed independently by the City's third-party program administrator utilizing a computer based scientifically valid method of selection. The selection process shall give each employee an equal chance of being selected each time a selection is made.
- C. The City shall conduct a minimum of four (4) selections annually, spread reasonably throughout the calendar year.
- D. Each employee upon notification of selection for controlled substances testing shall proceed immediately to the designated testing site.
- E. All testing performed under this Section 4 shall be conducted Monday through Friday between the hours of 8:00 am and 5:00 pm, during the employee's shift.

### **36.6: Return to Duty Testing**

If an employee has engaged in prohibited conduct regarding alcohol and/or drug misuse, the employee must undergo a return to duty test prior to returning to the job. The test must indicate a breath alcohol concentration of less than the recognized legal limit or a verified negative result for drug use. When an employee engages in prohibited conduct, the City must advise the employee of the resources available to evaluate and resolve drug and/or alcohol problems through the EAP program. In addition, each employee who engages in prohibited conduct must be evaluated by a substance abuse professional (SAP) who shall determine what assistance, if any, the employee needs in resolving drug and/or alcohol problems.

On a first offense for a positive alcohol test, if the SAP determines that the employee requires assistance in handling an alcohol problem, the employee must properly follow the prescribed rehabilitation program. If the rehabilitation program requires time off, said time off will be granted with or without pay for up to sixteen weeks without a loss of seniority or benefit eligibility. During the period of rehabilitation the employee may elect to use any accrued vacation or sick time. Any paid time off (vacation or sick time) used in accordance with this provision shall be subtracted from the sixteen-week entitlement referred to herein.

On a first offense for a positive drug test, if the SAP determines that the employee requires assistance in handling a drug problem, the employee must properly follow the prescribed rehabilitation program. If the rehabilitation program requires time off, said time off will be granted with or without pay for up to sixteen weeks without a loss of seniority or benefit eligibility. During the period of rehabilitation the employee may elect to use any accrued vacation or sick time. Any paid time off (vacation or sick time) used in accordance with this provision shall be subtracted from the sixteen-week entitlement referred to herein. The remaining period of treatment shall be considered an unpaid leave of absence for a maximum of fifty (50) days without a loss of seniority or benefit eligibility.

When an employee has properly followed the prescribed rehabilitation, the employee must then be reevaluated by the substance abuse professional. If the SAP determines that the employee has properly followed the rehabilitation program, then the employee must undergo a return to duty test with a negative result as prescribed herein before being allowed to return to the performance of his or her job. Failure to comply with the defined rehabilitation program and/or failure to pass a return to duty test may be considered grounds for further discipline.

### **36.7: Alcoholic Beverages**

A. No alcoholic beverages will be brought onto Fire Department premises, or consumed while on Fire Department premises, except in the performance of a member's official duties. The Fire Department will invoke appropriate disciplinary action for any violations.

B. Drinking or being under the influence of alcoholic beverages while on duty is cause for discipline.

### **36.8: Prescription Drugs**

No prescription drug shall be brought upon Fire Department premises by any employee other than the employee (or members of the employee's immediate family) for whom the drug is prescribed by a licensed medical practitioner, and shall be used only in the manner, combination and quantity prescribed.

This Section shall not apply to prescription drugs which are brought into the Fire Department by an officer(s) in the official performance of his/her duties for drugs which are logged as evidence in a timely manner.

Where the employee has been informed that the use of a prescribed drug may pose a risk to the employee or others, the employee shall so advise the shift supervisor.

### **36.9: Illegal Drugs**

The use or possession of an illegal drug or controlled substance by an employee, on or off duty, is cause for suspension or termination, and/or referral for criminal prosecution.

The sale, trade or delivery of illegal drugs or controlled substances by an employee, on or off duty, to another person is cause for suspension or termination, and/or referral for criminal prosecution.

### **36.10: Testing Procedures**

The procedures of the City of New Haven's Fire Department in regard to an employee using, possessing or under the influence of alcohol, drugs or chemicals while on duty are as follows:

An employee shall report to his place of assignment fit and able to perform his required duties and shall not by any improper act render himself unfit for duty.

STEP 1: Any Supervisor who has reasonable suspicion an employee is under the influence of alcohol, drugs or chemicals shall immediately inform the employee of this preliminary determination and relieve said employee from duty with pay in order to protect said employee, fellow employees and the public from harm. The employee shall be entitled to Weingarten representation rights by a bargaining unit representative. Supervisors shall receive training by certified drug and alcohol experts on how to detect and process substance abuse cases.

STEP 2: The Supervisor shall immediately notify the Fire Chief, or in his absence, the ranking supervisor. Any officer being interviewed and/or tested may consult with and be accompanied by a representative of the Union and/or an attorney. The Union representative and/or attorney may confer with and advise the member before and after the testing process, but shall not participate in the process in any way except as an observer. The interview/testing process will not be unreasonably delayed simply because a Union representative and/or attorney is unable to be present.

STEP 3: The Fire Chief, or in his absence, the ranking supervisor shall interview the employee concerning alleged alcohol or controlled substance abuse. Such interview shall be conducted in order to document the reasons and observations of the interviewer and to ascertain from the employee any recent use of prescribed drugs or non-prescribed drugs, or any indirect exposure to drugs that may result in a positive test.

STEP 4: If the interviewer documents cause, then the employee will be given the following option(s):

The employee may resign or retire, if eligible, without penalty or prejudice.  
The employee can claim that he/she is not under the influence of alcohol or illegal drugs.

If there is no criminal investigation pending the employee can, in a manner consistent with Section 3,A,2 of this Policy, admit there is cause for reasonable suspicion of alleged alcohol or substance abuse, and shall, within 24 hours, enroll in an Employee Assistance program (EAP).

STEP 5: If the employee chooses paragraph (b) in Step 4, the test procedures set forth in Appendix A may be ordered by the Chief or, in his absence, the ranking supervisor. It is expected that the test will be administered within two (2) hours following the preliminary determination.

A positive test shall result in the following discipline:

The first offense shall result in an immediate two (2) day suspension without pay.  
Second offense shall result in a (5) five day suspension without pay  
Third offense shall result in termination.  
Violations of this article shall be removed from an employee's record after (10) ten years from the date of the violation.  
Upon the signing of this agreement any employee who has violated this article shall have one violation removed from their record.

The employee shall have the right and shall not be denied the right to the presence of a Union Representative during any part of these procedures.

Testing Procedures: The testing procedures shall be in accordance with those set forth in Appendix A. Test results shall not be used for disciplinary purposes unless they have been obtained in accordance with the procedures outlined in this section.

Consequences of Refusal to Take a Test: The consequences for refusal to take a required drug or alcohol test are the same as if the employee had tested positive for drug or alcohol use, as listed in Section 9 of this Policy. In addition, the refusal shall constitute insubordination and the employee shall be subject to discipline.

A. What Constitutes a Refusal to Take a Test: The following actions may constitute a refusal to take a drug or alcohol test:

- Blatant refusal to submit to the testing procedure or engaging in any conduct that clearly obstructs the testing process; including being unavailable for testing;
- Failure to provide an adequate amount of breath for an alcohol breath test without a valid medical reason;
- Failure to sign the alcohol testing form;
- Failure to submit to a confirmation test for alcohol after a positive result;
- Failure to endorse items to verify chain of custody for any specimen;

- Failure to provide sufficient amount of urine for a drug test without a valid medical reason;
- Failure to provide necessary identification before submitting to test;
- Failure to remain available for such testing.

### **36.11 TESTING PROCEDURES**

#### A. Testing procedures for drugs

All drug testing will be done from urine specimens collected under highly controlled conditions at the following location: St. Raphael’s Occupational Health & Rehabilitation Services at 789-3530. The person collecting the urine sample will be the same gender as the employee submitting the sample. The collection site will be secured to prevent any tampering or switching of samples. The City reserves the right to change and/or add providers.

When the employee has submitted a specimen, the collection person will determine whether there is a sufficient amount of urine for testing. If there is not enough, the employee may be asked to drink fluids and wait until the employee is able to provide a sufficient amount of urine to test. The urine collected from each employee will be divided into two different sample containers. This is known as a split specimen collection. The person collecting the specimen will divide the specimen into the two containers in the presence of the employee and will label both accordingly. The employee must ensure that the split samples are both accurately marked with the correct identification.

The primary sample is then tested for the presence of drugs, while the second or “split” sample is stored in a secured, refrigerated location. The initial test is the immunoassay test, which screens the sample for usage of the five (5) classes of drugs. The second test is a confirmation test. The labs that perform the tests must be certified by the Federal Department of Health & Human Services.

The testing program is limited to five (5) drug types: Marijuana, Cocaine, Opiates, Amphetamines, and Phencyclidine (PCP). The positive levels for the five (5) classes of drug tests are in the table below:

<b>Drug</b>	<b>Initial Test Levels (ng/ml)*</b>	<b>Confirmation Test Levels (ng/ml)*</b>
Marijuana	50	15
Cocaine	300	150
Opiates	300	300
Phencyclidine (PCP)	25	25
Amphetamines	1000	500

\*ng/ml means nanograms per milliliter. A nanogram is one billionth of a gram. A milliliter is one thousandth of a liter.

If the results of the initial test are negative, the testing laboratory will so advise the Medical Review Officer (MRO). The MRO is a licensed physician not employed by the testing laboratory who interprets the drug test results. The MRO's role includes making determinations that other factors besides drugs may be affecting a particular test result, and the MRO may conduct sessions with individual employees to learn more about their medical histories and other factors which might influence a test result.

If the results of the initial test exceed the test levels for any of the five (5) drug classes, a second (confirmation) test is performed. This test is done differently by using gas chromatography/mass spectrometry techniques. Only specimens that are confirmed positive on the second or confirmatory test are reported positive to the Medical Review Officer for review and analysis.

If the test result of the primary specimen is positive, you may request the Medical Review Officer to send the second (or split) specimen to a different certified lab for testing. The testing of the split specimen will be for the presence of drugs with the same criteria for the primary specimen being applicable. If the result of the test of the split specimen is "negative", the MRO shall cancel the test. If an employee wants the split specimen tested, he or she must advise the MRO within seventy two (72) hours of being notified of the positive test result of the primary specimen.

The City will keep a record in the employee's file showing the type of test (pre-employment, periodic, etc.); date of collection; location of collection; entity performing the collection; name of the lab; name of the MRO; and the test results.

#### B. Testing procedures for alcohol

Alcohol testing is done by testing breath, using a device called an Evidential Breath Testing Device (EBT). The EBT is a scientific instrument that determines the concentration of alcohol in the bloodstream by analyzing a specific amount of exhaled breath. The test result is a number representing the blood alcohol concentration (BAC), which is expressed in grams of alcohol per 210 liters of breath. The EBT prints out numbered copies of the test results. A BAC in excess of the statutory limit shall constitute a violation of the Policy.

People who have been trained and certified as breath alcohol technicians (BAT) will conduct the tests, check the EBT prior to testing to ensure its accuracy, and conduct the tests. Testing should be conducted in an area that allows the employees as much privacy as is feasible. The tester will remain present at all times during the testing procedure.

First, in the employee's presence the BAT makes sure that the EBT is responding accurately. Then, a sealed mouthpiece is opened and placed into the device. The employee is required to blow into the mouthpiece for at least six seconds or until the EBT indicates that it has obtained a sufficient amount of air to test. The EBT will then print the test results, with a copy given to the employee.



If the initial test shows a reading in excess of the statutory legal limit a confirmation test will be conducted, after a fifteen (15) minute interval has passed, to make sure that the sample was not tainted by recent use of food, tobacco, or other products. The confirmation test is done on the same EBT as the first test. If the two results are different, the confirmation test results are controlling. At this point, the breath alcohol test is completed; the employee must sign the testing form and be provided with a copy.

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The parties understand that the testing means and methods defined herein represent the current standard in the industry for such testing. As such, any testing defined in Department Rules or General Orders that are not consistent with the means and methods defined herein shall be considered updated to conform with this policy. The parties recognize that industry standards may change during the life of this policy. The parties agree to review the means and methods defined herein at reasonable intervals and to update such methods when required. The goal of the parties shall be to promote the most efficient, effective and accurate methods available.

#### **ARTICLE XXXVII - COMPANY STAFFING / PERSONNEL LEVELS**

37.1 The Fire Chief may assign as many fire fighting employees to companies as the Fire Chief deems necessary in a manner consistent with past practice, provided no less than 2 fire fighting employees are assigned per ALS emergency units, 4 fire fighting employees per engine and truck companies and 5 fire fighting employees per squad/tactical/special operations companies and on duty at any given time.

37.2 Firefighting employees will be assigned and on duty in accordance with the requirements of this agreement at no less than eighteen (18) companies throughout the City at all times. The eighteen (18) companies shall consist of ten (10) engine companies, four (4) ladder/truck companies, two (2) squad/tactical/special operations companies and two (2) ALS emergency units. No engine company, ladder/truck company, squad/tactical/special operations company or ALS company shall be used in another capacity. If the Fire Chief deems it necessary to operate with more than the above noted companies an additional company or companies shall be activated for such purpose.

37.3 The Fire Chief shall have the right to re-deploy the personnel from one (1) engine company only for the purposes of staffing two (2) additional ALS units, staffed with no less than 2 firefighting employees per unit or one (1) additional squad/tactical/special operations company staffed with no less than four (4) firefighting employees.

37.3 Within each of the four (4) divisions the position of Deputy Chief, East Battalion Chief and West Battalion Chief shall be staffed at all times in a manner consistent with past practice.

Also, the officer's position on engine companies, ladder/truck companies and squad/tactical/special operations companies shall be staffed at all times consistent with past practice.

37.4 It shall be within the Fire Chief's discretion to assign on duty fire fighting personnel to more than eighteen (18) companies, provided however, when more than eighteen (18) companies are functioning the personnel levels set forth in this Agreement shall likewise be applicable to said additional companies.

37.5 Personnel levels per division shall not be less than seventy-three (73) fire fighting employees. Notwithstanding the foregoing, effective upon ratification of this agreement, personnel levels shall not be less than seventy-two (72); the City shall decide which ranked firefighter position to eliminate, provided no truck or engine shall have less than four (4).

37.6 The City shall be allowed reasonable time to fill unexpected vacancies, i.e., the time it takes to detail on-duty personnel or call in overtime personnel, provided however, no company shall be required or allowed to respond with less than personnel levels set forth in this Agreement.

**ARTICLE XXXVIII - DURATION**

38.1 This Agreement shall be effective from July 1, 2011 through June 30, 2016. Terms or benefits shall not be retroactive.

38.2 If either party wishes to terminate, amend or modify this Agreement, it must notify the other party in writing no more than one hundred eighty (180) nor less than one hundred fifty (150) days prior to said expiration date. Within ten (10) days of the receipt of such notification by either party, a conference shall be held between the City and the Union Negotiating Committee for the purpose of such amendment, modification or termination.

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

City of New Haven

New Haven Fire Fighters  
Local 825, IAFF, AFL-CIO

By: \_\_\_\_\_  
Toni Harp  
Mayor

By: \_\_\_\_\_  
James Kottage  
President

By: \_\_\_\_\_  
Allyn Wright  
Chief of Fire Services

By: \_\_\_\_\_  
Frank Ricci  
Secretary/Treasurer

By: \_\_\_\_\_  
Floyd J. Dugas, Esq.  
Acting Director of Labor  
Relations

\_\_\_\_\_