

**THE TOWN OF STRATFORD and
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, AFL-CIO (Local 998)**

July 1, 2018 through June 30, 2022

RECEIVED FOR RECORD
SUSAN M. FAHLEK

2018 SEP 21 PM 1:36

STRATFORD TOWN CLERK

TABLE OF CONTENTS

PREAMBLE	1
ARTICLE I	RECOGNITION.....	1
ARTICLE II	UNION SECURITY	1
ARTICLE III	BULLETIN BOARDS	2
ARTICLE IV	DISCIPLINARY ACTION	2
ARTICLE V	GRIEVANCE PROCEDURE.....	3
ARTICLE VI	UNION BUSINESS LEAVE	4
ARTICLE VII	MANPOWER	5
ARTICLE VIII	HOLIDAYS	5
ARTICLE IX	WORK WEEK.....	8
ARTICLE X	OVERTIME	9
ARTICLE XI	ACTING OFFICERS	10
ARTICLE XII	VACATIONS.....	11
ARTICLE XIII	SICK LEAVE.....	14
ARTICLE XIII-B	BEREAVEMENT LEAVE.....	18
ARTICLE XIII-C	LIGHT DUTY WORK ASSIGNMENTS.....	19
ARTICLE XIV	SPECIAL LEAVE.....	20
ARTICLE XV	UNIFORM ALLOWANCE	20
ARTICLE XVI	INSURANCE.....	21
ARTICLE XVII	SENIORITY	24
ARTICLE XVIII	NO STRIKE	24
ARTICLE XIX	LEAVE OF ABSENCE WITHOUT PAY	24
ARTICLE XX	FIRE WATCH DUTY	25
ARTICLE XXI	PROBATIONARY PERIOD	25
ARTICLE XXII	PROMOTIONS.....	26
ARTICLE XXIII	MISCELLANEOUS.....	27
ARTICLE XXIV	LEAVES OF ABSENCE WITH PAY	30
ARTICLE XXV	SAVINGS CLAUSE.....	31
ARTICLE XXVI	WAGES.....	31
ARTICLE XXVII	SENIORITY BID.....	32
ARTICLE XXVIII	UNION OFFICE	34
ARTICLE XXIX	DRUG TESTING AND EMPLOYEE ASSISTANCE PROGRAM	34
ARTICLE XXIX-A	RANDOM DRUG TESTING PROGRAM	36
ARTICLE XXX	DURATION	36
ARTICLE XXXI	WELLNESS PROGRAM	36
ARTICLE XXXII	MANAGEMENT RIGHTS.....	37
	SIGNATURE PAGE.....	38
APPENDIX A	NEW CALLBACK/OVERTIME PROCEDURE.....	39
APPENDIX B	SALARY SCHEDULE	44
APPENDIX C	LONGEVITY	45
APPENDIX D	MISCELLANEOUS.....	46
APPENDIX E	FIRST RESPONDER MEDICAL PROGRAM.....	47
APPENDIX F	RANDOM DRUG TESTING PROGRAM	48
APPENDIX G	REIMBURSEMENT ACCOUNT "RA" PLAN.....	65
APPENDIX H	MEDICAL PLAN SUMMARY.....	65
APPENDIX I	MEMORANDUM OF UNDERSTANDING	66

CONTRACT BETWEEN THE TOWN OF STRATFORD AND IAFF LOCAL 998

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, AFL-CIO

The following contract is effective as of the first day of July, 2018, by and between the Town of Stratford, hereinafter referred to as the "Town" and Local 998, International Association of Fire Fighters, hereinafter referred to as the "Union", and is designed to maintain and promote a harmonious relationship between the Town of Stratford and such of its employees who are within the provisions of this contract, in order that more efficient and progressive public service may be rendered.

**ARTICLE I
RECOGNITION**

The Town hereby recognizes the Union as the exclusive representative bargaining agent for the bargaining unit consisting of all uniformed and investigatory positions, including the position of Captain-Training Officer and Assistant Fire Chief within the Stratford Fire Department except Assistant Fire Prevention Chief, Deputy Fire Chief and Chief.

**ARTICLE II
UNION SECURITY**

Section 1.

All present employees within the bargaining unit who are members of the Union on the effective date of this agreement, and all employees hired subsequent to the date of this agreement, shall as a condition of employment, be required to become members within twenty-eight (28) days of being hired and pay all dues and initiation fees levied by the Union, or pay a service fee to the Union in the amount equal to the dues and fees paid by such Union members, less any amounts required by law to be deducted.

In the event the dues and/or service fees indicated above are not paid by such employee, the Union shall certify that fact to the Town by certified mail, return receipt requested, and the Town shall terminate such employee within thirty (30) days of such notification by the Union.

Section 2.

The Town shall deduct from the pay check of each employee who signs an authorization payroll deduction card, a sum certified in proper form in writing by the Secretary of the Union, or other authorized official of the Union, to be Union dues.

- A. These deductions shall be made once a week on the same pay day of each week as specified by the Town, and the Town shall remit such deductions to the Union.

Section 3.

The Town shall give each present employee, and to each new employee when he is hired, a copy of this contract.

Throughout this contract, unless excluded by context, the words referring to the male gender shall also refer to females.

Throughout this contract, the word "employee(s)" shall mean bargaining unit employee(s).

Section 4.

Indemnification. The Union shall indemnify the Town and hold it harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action taken by the Town for the purpose of complying with the provisions of this Article.

**ARTICLE III
BULLETIN BOARDS**

The Town shall permit the use of reasonable space on all bulletin boards located in the respective fire houses, by the Union for the posting of notices on Union business and activities. Provided, however, that such notices of Union business and activities must first be approved for posting by the Chief.

**ARTICLE IV
DISCIPLINARY ACTION**

Whenever any permanent employee is removed, dismissed, discharged, suspended, fined or reduced in rank, or disciplined by a Fire Department superior, such superior shall, within forty-eight (48) hours, notify in writing the President of the Union, or his designee, of such action and his reasons for such action. If such employee believes that such action is taken by the Town without just cause, he may, no later than seven (7) days after the date of such action, appeal in writing to the Mayor or his designee to have the action rescinded or to have the severity of the punishment reduced. Within seven (7) days of receiving such appeal, and upon written request of such employee, the Mayor or his designee shall arrange to and shall meet with the Union President, or his designee, for the purpose of attempting to resolve this dispute. If such employee is dissatisfied with the results of such meeting, he may, no later than ten (10) days after such meeting, submit such dispute to the Connecticut State Board of Mediation and Arbitration. In cases of terminations and suspensions the American Arbitration Association may be used as an alternative to the Connecticut State Board of Mediation and Arbitration. The parties may mutually agree to use the American Arbitration Association an unlimited number of times during a calendar year and in such cases equally share the filing and hearing costs. Either party may decide on their own, limited to twice a year, to have a case heard by the American Arbitration Association and in such case they will bear the whole filing and hearing costs. The Connecticut State Board of Mediation and Arbitration or the American Arbitration Association shall hear and act on such dispute in accordance with its rules and render a decision which shall be final and binding on all parties.

Said State Board, or American Arbitration Association, shall have the power to uphold the action of the Town or to rescind or modify such action, and such power shall include but not be limited to the right to reinstate a suspended or discharged employee with full back pay. Nothing contained herein shall prevent any employee from representing himself in these appeal procedures.

The time limits provided for herein may be extended by agreement of both parties.

ARTICLE V GRIEVANCE PROCEDURE

Section 1.

Should any employee or group of employees feel aggrieved concerning his or their wages, hours or conditions of employment, which wages, hours and conditions of employment are controlled by this contract, or which are provided for in any statute, charter provision, ordinance, rule or regulation, or policy which is not in conflict with this contract or concerning any matters or conditions arising out of the employee-employer relationship, including any claim of unjust discrimination, and any other matter or condition affecting his or their health and safety, adjustment shall be sought as follows:

- A. The Union shall, within fourteen (14) days after the event giving rise to the alleged grievance, submit such grievance in writing to the Chief of the Fire Department, setting forth the nature of the grievance, the specific provision of the Contract alleged to have been violated and the relief requested. Within ten (10) days after said Chief receives such grievance, he shall arrange to and shall meet with representatives of the Union for the purpose of adjusting or resolving such grievances.
- B. If such grievance is not resolved to the satisfaction of the Union by the Chief, the Union may present such grievance in writing to the Mayor or his designee within ten (10) days after such meeting. Within seven (7) days after said Mayor or his designee receives such grievance, he or his designated representatives shall arrange to and shall meet with representatives of the Union for the purpose of adjusting or resolving such grievance.
- C. If such grievance is not resolved to the satisfaction of the Union by the Mayor or his designee, the Union may, within fourteen (14) days after such meeting, submit such dispute to the Connecticut State Board of Mediation and Arbitration by certified mail and it shall simultaneously give written notice to the Mayor or his designated representative that it has submitted the grievance to arbitration.

In cases of terminations and suspensions the American Arbitration Association may be used as an alternative to the Connecticut State Board of Mediation and Arbitration. The parties may mutually agree to use the American Arbitration Association an unlimited number of times during a calendar year and in such cases equally share the filing and hearing costs. Either party may decide on their own, limited to twice a year, to have a case heard by the American Arbitration Association and in such case they will bear the whole filing and hearing costs. The American Arbitration shall hear and act on such dispute in accordance with its rules, and render a decision which shall be final and binding on all parties.

If the Union and the Town agree, said grievance may be submitted to an impartial single arbitrator, agreed upon by both parties, to whom all the powers of the Connecticut State Board of Mediation and Arbitration shall be granted. If the Union and the Town cannot agree on an impartial single arbitrator or if said arbitrator cannot hear the grievance

within a period of ten working days, the grievance would then be heard and decided by the Connecticut State Board of Mediation and Arbitration. The Connecticut State Board of Mediation and Arbitration shall hear and act on such dispute in accordance with its rules, and render a decision which shall be final and binding on all parties. The cost of any arbitration shall be shared equally by both parties.

- D. Nothing in this Agreement is intended to prohibit the Town from processing a grievance through the grievance procedures up to and including arbitration. Any such grievance shall be submitted first to the Union President. If not satisfactorily resolved in fourteen (14) calendar days the Town may submit the grievance to the Connecticut State Board of Mediation and Arbitration.
- E. Nothing contained herein shall prevent any employee from presenting his own grievance and representing himself.
- F. The Chief and the Mayor or his designee shall give the Union an answer in writing to all grievances submitted by the Union.
- G. The Town and the Union may mutually agree to waive any of the above time limits provided such waiver is in writing.

ARTICLE VI UNION BUSINESS LEAVE

Section 1.

The five (5) members of the Union negotiating committee shall be granted leave from duty with full pay for all meetings between the Town and the Union for the purposes of negotiating the terms of a contract when such meetings take place at a time during which such members are scheduled to be on duty. When such leave is granted, if any members' absence brings his platoon below the minimum manpower strength as provided for in Section 2, of Article VII, the platoon shall be brought up to minimum manpower strength by working another department member overtime in accordance with Article X.

Section 2.

The three (3) members of the Union Grievance Committee shall be granted leave from duty with full pay for all meetings between the Town and the Union for the purpose of processing grievances when such meeting take place at a time during which such members are scheduled to be on duty. If such leave brings his platoon below minimum manpower strength as provided for in Section 2 of Article VII, such platoon shall be brought up to minimum manpower strength by working another department member overtime in accordance with Article X.

Section 3.

Such officers and members of the Union, as may be designated by the Union, shall be granted leave from duty with full pay for Union business such as attending labor conventions and educational conferences, provided that the total leave for the purpose set forth in this Section shall not exceed twenty-five (25) days in any calendar year, and provided such leave does not bring the department below minimum manpower strength.

Section 4.

The Union may secure an employee to work in the place of another for the purposes of granting a bargaining unit member time off for "Union Business" provided that any cost relating to such replacement employee shall be borne by the Union.

**ARTICLE VII
MANPOWER**

Section 1.

The minimum manpower strength on duty of each platoon shall be as follows: sixteen (16) fire fighters, five (5) lieutenants and one (1) Assistant Fire Chief; and there shall be a minimum of ten (10) employees on duty on each platoon at the Headquarters Fire Station; and four (4) employees on duty on each platoon at the Lordship Fire Station; and four (4) employees on duty on each platoon at the Huntington Road Fire Station; and four (4) employees on duty on each platoon at the Oronoque Fire Station. For the purpose of this Section, Acting Lieutenants, while on duty, shall be considered as Lieutenants, Acting Assistant Fire Chiefs, while on duty, shall be considered Assistant Fire Chiefs.

Section 2.

In the event that manpower shall for any reason fall below the minimum manpower strength, as provided for in the applicable provision of Section 1 of this Article, for each platoon, such shortage shall be filled by overtime work in accordance with Section 1, 2 and 3 of Article X.

Section 3.

For purposes of seniority, in regards to time off, the following will be used to determine preference for time off in a fair and equitable manner. Headquarters (1 LT and 3 Privates), Company 2 (1 LT and 1 Private). Company 3 (1 LT and 1 Private), Company 4 (1 LT and 1 Private). If available, all members are still entitled to use borrows from other houses and from other ranks but at no time shall the maximum number allowed off be exceeded, except for provisions provided for in the Collective Bargaining Agreement.

**ARTICLE VIII
HOLIDAYS**

Section 1.

Each employee shall be entitled to thirteen (13) compensatory days off in each calendar year. In addition to the above, each employee shall receive an additional compensatory day off in lieu of any additional properly declared holiday celebrated by Town employees in the form of time off with pay.

Section 2.

The granting of compensatory days off shall be administered by the officer in charge of every engine house on each platoon in such manner so that every employee shall have an equal opportunity to receive the compensatory day off of his choice, subject to the limitations hereinafter set forth.

- A. During all months of the year, five (5), bargaining unit employees at Headquarters Station on each platoon and two (2) employees on each platoon at Huntington Road Station and Lordship Station, and one (1) bargaining unit employee at the Oronoque Station may be off duty on a compensatory day on any day, except that the foregoing number of employees in each fire station on each platoon who may be off duty on a compensatory day, or any day, shall be reduced by the number of employees in such fire station on such platoon who are off duty on vacation that day. If the manpower is increased to four (4) at the Oronoque Station, the preceding language will change to two (2) bargaining unit employees for that station. In the event the Assistant Chiefs leave the bargaining unit the maximum number of employees who may be off duty at headquarters shall be four (4). In addition, in the event that twenty-four (24) hours in advance of any day there are less than a total number of bargaining unit employees on any platoon scheduled to be off duty on compensatory days up to the total number so permitted except that no more than three (3) bargaining unit employees may be off duty at the same time on a compensatory day or a combination of a compensatory day and a vacation on any platoon in either the Huntington Station or the Lordship Station, or two (2) bargaining unit employees at the Oronoque Station. If the manpower is increased to four (4) at the Oronoque Station, the preceding language will change to three (3) bargaining unit employees for that station. If for any reason, the manpower strength falls below the minimum manpower as stated in Article VII, Section 2, and the call back list is exhausted, the junior bargaining unit employee or employees who are on compensatory days off shall be called back to work.
- B. Employees scheduling vacation of one week or more will be given priority. Holiday credit days, single vacation days and perfect attendance days all hold the same weight when taking time off. If there is a conflict concerning a choice of compensatory day off or extra vacation day within a fire station, seniority shall prevail, except that when the senior bargaining unit employee does not request such compensatory day off or extra vacation day prior to five (5) days before such requested day off [one (1) day before such requested day off for Assistant Fire Chiefs], then the bargaining unit employee to first request such compensatory day off or extra vacation day, shall be granted the same. If there is a conflict concerning a choice of a compensatory day or extra vacation day between two (2) bargaining unit employees in different fire stations, the bargaining unit employee to first request such compensatory day off or extra vacation day shall be granted same.

Each bargaining unit employee shall be permitted to select compensatory days off from January 1 to December 31, taken in either full days, half days (either the first or the last half of a shift), or in 4 hour partials (partials are either the first 4 hours or last 4 hours of a 12 hour shift) (partials are subject to the cancellation provisions of Appendix I, and apply to Fire Suppression only).

For Fire Suppression Personnel and Assistant Chiefs only, Vacation days, Holiday Credits, and Perfect Attendance Days may be used in (24), (18), (12), (6), or (4) hour increments, provided that the time off begins and ends with a shift. Provision is subject to the cancellation provision of Appendix I.

Section 3.

- A. Each bargaining unit employee shall have the option of electing to receive up to a maximum of thirteen (13) days of holiday pay in lieu of thirteen (13) such compensatory days off. Each day of holiday pay for each bargaining unit employee shall be computed by multiplying his regular hourly rate by twelve (12) hours in the case of a bargaining unit employee who regularly performs fire fighting duties, or by ten (10) in the case of a bargaining unit employee who regularly performs fire prevention duties.
- B. Each bargaining unit employee who wishes to receive holiday pay in lieu of compensatory days off shall notify the Fire Chief in writing prior to December 1 of each calendar year of the number of days of holiday pay up to a maximum number of such days hereinbefore provided, which he has elected to receive for that calendar year in lieu of such unused compensatory days off for that calendar year. Employees may only cash out thirteen (13) holiday credits in any calendar year other than the year the employee retires or dies. Any holiday credits in excess of thirteen (13) may be carried over to the following year to a maximum of fifty two (52) days provided employees cannot use or cash out more than thirteen (13) in a calendar year.

On or before the second pay date in December of each such calendar year, the Town shall pay each bargaining unit employee the holiday pay which he has elected to receive for the calendar year. If any bargaining unit employee cancels a compensatory day off which has been scheduled during the month of December of any calendar year or if any such compensatory day off scheduled during the month of December in any such calendar year is cancelled, he shall upon reasonable notice, receive holiday pay in lieu thereof at any time prior to March 31 of the following calendar year, provided that when such day of holiday pay is added to the number of days of holiday pay which he had otherwise received for the calendar year in which such cancelled compensatory days off has been scheduled, the total number of such days of holiday pay does not exceed the maximum number of days of holiday pay which, in accordance with subsection (A) of this Section, he is permitted to elect to receive in such calendar year.

- C. If any bargaining unit employee has to his credit unused compensatory days off, at the time of his retirement or death, he or his widow, as the case may be, shall receive, at the time of such retirement or death, holiday pay for each unused compensatory day off. If such employee shall die and is not survived by a widow, such holiday pay shall be paid to his estate.
- D. In any calendar year in which a bargaining unit employee either resigns or is terminated for reasons other than retirement (or vesting) or death, he shall only receive credit for those holidays which have occurred prior to his resignation at termination date. In addition, if any employee has received advanced holiday credits which he has not earned at the time of his resignation or termination from the Fire Department, he shall be required to reimburse the Town. Such amount of reimbursement to be deducted from the

last week's salary. This provision applies to any bargaining unit employee who either resigned or is terminated for reasons other than retirement (or vesting) or death.

Section 4.

All compensatory time off for holidays shall be given preference in accordance with the Schedule as set forth in ARTICLE XII - VACATIONS, Section 9.

**ARTICLE IX
WORK WEEK**

Section 1.

The work week of all employees who are assigned to firefighting duties (Fire Suppression Personnel), including Assistant Fire Chiefs shall be an average of not more than forty-two (42) hours computed over a period of a fiscal year. All references to days and nights in the collective bargaining agreement will be changed to shifts. Shifts will consist of 7am to 5pm and 5pm to 7am. Two consecutive shifts will constitute one 24 hour tour. The schedule will change to one 24 hour tour on duty, followed by 72 hours off duty, followed by one 24 hour tour on duty, followed by 72 hours off duty, and so on, in accordance with the Memorandum of Understanding regarding 24 hour shifts dated 1/24/13, attached to the contract as Appendix I and incorporated by reference herein, and subject to the cancellation provisions of Appendix I.

Section 2.

Any time spent on an emergency, or other work or duty classified as an act of mercy in excess of regularly assigned or scheduled work week shall not be included in computing the average work week as provided for in Section 1 of this Article. For the purpose of this Section, the term "emergency" or "act of mercy" shall be any event, or set of circumstances or combination thereof, in existence, impending or threatened, which endangers the public health or safety; individually or collectively, and is intended to include, but not limited to, the time spent going to, working at, or returning from any actual fire or conflagration, before or after any scheduled working hours. The right, responsibility, and authority to declare any situation an "emergency" or an "act of mercy" shall be vested in the commanding officer of the Fire Department, the Director of Public Safety or the Chairman of the Town Council, either individually or collectively, or in any combination thereof.

- A. It is understood by the parties that the term "emergency" or "act of mercy" shall not include what could be defined as normal alarms of fire and that if any employee works in excess of his regularly assigned work week or work schedule, as set forth in Section 1, he shall be entitled to overtime as set forth in Article X.

Section 3.

The work week of all employees not covered in Section 1 and section four (4) of this Article shall be forty (40) hours per week based on a four (4) day, Monday through Friday, ten (10) hour per day schedule.

Section 4.

The work week of the Captain-Training Officer shall be forty (40) hours per week, Monday through Friday, 8:00 a.m. to 4:30 p.m.. The training officer shall be entitled to a one-half (½) hour unpaid lunch period during the regularly scheduled work hours.

ARTICLE X OVERTIME

Section 1.

Whenever an employee works in excess of his regularly assigned work week or work schedule, as provided for in Article IX, in addition to any other benefit to which he may be entitled, he shall be paid for such overtime at the rate of one and one-half (1½) times his regular hourly rate of pay. All overtime shall be based on the hourly rate of twelve (12) hour average day, except for employees assigned to the Fire Prevention Bureau, whose pay shall be based on an average of ten (10) hour day. All overtime shall be worked within division only.

Whenever any employee works overtime to maintain minimum manpower strength, and such overtime is for a full tour of duty (day or night), or for a majority portion thereof, he shall be paid one and one-half (1½) times his regular hourly rate of pay for twelve (12) hours regardless of whether it is for a day tour or a night tour of duty with the following minimums:

- A. A four (4) hour minimum at the time and one-half (1½) rate shall be paid for all voluntary overtime worked on a regular day off.
- B. A four (4) hour minimum at the time and one-half (1½) rate shall be paid when an employee is required to return to duty on a regular working day.
- C. A four (4) hour minimum at the time and one-half (1½) rate shall be paid when an employee is ordered to return to duty on a regular day off.
- D. The minimum provided for in items A, B, and C above shall not prevail on overtime assignment when the duty is necessary to conclude an assignment that started prior to the conclusion of the employee's regular tour of duty or when he is ordered to continue on duty. In such cases, the employee(s) shall be paid for one (1) hour at the time and one-half rate for work performed beyond 7:30 a.m. through 8:00 a.m., 5:30 p.m. through 6:00 p.m., 12:30 p.m. through 1:00 p.m., 12:30 a.m. through 1:00 a.m.; thereafter to be rounded to the nearest fifteen (15) minute increment.
- E. Payment for overtime earned under items (D) above shall be paid in the next pay period following the time worked.

Section 2.

The Personnel Officer shall supervise the maintenance of the call back list for the department. The callback list shall consist of those Fire Lieutenants and Fire Fighters who volunteer for overtime duty. In the event that overtime work is required on any platoon, it shall be administered in rotation in accordance with Appendix A (attached hereto). If an employee on the callback list has a rank which is higher than that of the position which is to be covered, the employee shall not be offered such assignment but shall retain the place on the list. When an employee works, or signs up and refuses to work, signs up and is not home, or cannot be reached, then and only then shall he/she be charged on the overtime list. The Assistant Fire Chiefs shall continue to supervise and maintain the Assistant Fire Chief call back list separately

from the rest of the Department following the procedure currently in place. The callback will be assigned by low hours among the Assistant Fire Chiefs. Errors in assigning callback, by the Assistant Fire Chiefs, shall not be grievable.

- 2a. Response by a telephone answering device shall constitute a "not home."
- 2b. The Town shall notify any bargaining unit employee when they have reached the time limits under the Fair Labor Standards Act.

Section 3.

All employees who actually work on the special holidays listed below, and whose shift actually starts on one of these specially listed holidays shall receive his regular hourly rate for all hours worked, and two (2) times his regular hourly rate for all time worked on call back or returned to duty, for loss of time off, due to cancellation of leave on any such declared special holiday.

- A. All employees on the leaves listed below must call in by 5:00 p.m. on December 24, by 7:00 a.m. on December 25 and Thanksgiving Day and by 5:00 p.m. on December 25 to render their availability for duty. If the employee fails to call in, the cost of the replacement employee filling such position on a call back basis shall be paid for by the employee failing to call in.
- B. No employee, if called back to duty on the below listed holidays, will lose his leave time. He will be entitled to take said leave in the next calendar year.

Call back or cancellation of off duty time shall be in this order:

- 1. Partial days*
- 2. Half days
- 3. Single day
- 4. Full week vacations.

*subject to the cancellation provisions of Appendix I and apply to Fire Suppression only.

- C. The special holidays are defined as:
 - 1. Christmas Eve December 24 (night shift only)
 - 2. Christmas Day December 25
 - 3. Christmas Night December 25
 - 4. Thanksgiving Day Effective November, 1990
- D. Any employee whose scheduled day off was cancelled on their last twenty four (24) hour shift of the year shall be able to use that day on their first twenty four (24) hour shift of the new year, if their carry-over time is maxed out.

**ARTICLE XI
ACTING OFFICERS**

Section 1.

Whenever a fire fighter is required to work as an acting lieutenant, he shall be paid at the second step of lieutenant for that day, above his current fire fighter salary. Whenever a lieutenant is required to work as an acting Assistant Chief, he shall be paid at the first step of the Assistant Chief salary schedule.

- A. The Town shall prepare a list for each platoon showing the order of seniority of eligible fire lieutenants.
- B. The officer in charge of each engine house on each platoon shall prepare a list for each such engine house and each such platoon showing the order of seniority of fire fighters in the order that their names appear on such list for such engine house and platoon on which such assignment is to be worked.
- C. Records shall be kept of all acting assignments which are performed by such employees and payment for same shall be made in the week following the acting assignment.
- D. Any time an employee is offered a higher acting position and refuses, all other qualified employees in house shall be offered said position according to seniority, if all employees refuse assignment senior employee must take acting position.
- E. In order to act as an Assistant Chief, a lieutenant must be on the Assistant Chief promotion list and have received one (1) week of training as Assistant Chief, consisting of Monday through Friday, 8:30 a.m. to 4:30 p.m. training period. During this period, he/she shall work side-by-side with the on duty Assistant Chief. This person will be paid at their regular rate of pay in their position. Their position on the line will be filled under the manpower article of the contract.

**ARTICLE XII
VACATIONS**

Section 1.

The vacation period shall be from January 1 through December 31 in each calendar year.

Section 2.

In each vacation period, each bargaining unit employee who has less than one (1) year of accumulated service as of December 31 of such vacation period shall receive one (1) day of vacation leave with pay for each month of service, provided such vacation leave does not exceed one (1) weeks leave.

Effective January 1, 1987: each employee who has or will have completed one (1) year but less than six (6) years of service as of December 31 of such vacation period shall receive two weeks of vacation with pay; effective January 1, 1987, each employee who has or will have completed six (6) years of service as of December 31 of such vacation period shall receive three weeks of vacation leave with pay; each employee who has or will have completed nine (9) years of service as of December 31 of such vacation period shall receive one (1) additional day vacation leave with pay for each year of service thereafter up to a maximum vacation leave with pay of four (4)

weeks. Thereafter, each employee shall receive additional leave with pay in the following manner:

Effective January, 1990

Years of Service as of Dec. 31 Additional Days of Vacation Leave

Eighteen (18) years	One (1) day
Nineteen (19) years	Two (2) days
Twenty (20) years	Three (3) days
Twenty-one (21) years	Four (4) days
Twenty-two (22) years	Five (5) days
Twenty-three (23) years	Six (6) days
Twenty-four (24) years	Seven (7) days
Twenty-five (25) years	Eight (8) days

Each week of vacation leave for each employee who regularly performs fire fighting duties shall consist of a period beginning with the first night of a night tour of duty and ending upon completion of his last day tour of duty next following the night tour on which such week of vacation leave began.

Vacation days five (5), six (6), seven (7) and eight (8) earned in years 22 through 25 shall not be included in any calculation of benefits payable upon retirement.

Section 3.

During all months of the year, three (3) bargaining unit employees may be off duty on vacation leave in Headquarters Station on each platoon at the same time. In each of the remaining fire stations, on each platoon, one (1) employee may be off duty on vacation leave at any time during the vacation period.

In accordance with the provision of Section 2(A) of Article VIII, and in accordance with this Section, no more than nine (9) employees, exclusive of the employees of the Fire Prevention Bureau, may be off duty on any platoon during all months of the year. If the manpower is increased to four (4) at the Oronoque Station, the preceding language will change to no more than eleven (11) employees, exclusive of the employees of the Fire Prevention Bureau, may be off duty on any platoon during all months of the year. In the event the Assistant Chiefs leave the bargaining unit the maximum number of employees who may be off duty on any platoon shall be ten (10).

Section 4.

Each bargaining unit employee shall be permitted to choose his own vacation leave subject to the limitations provided for herein and in Section 3 of this Article. In the event of a conflict among the employees over the choice of a week or weeks of vacation leave, preference shall be given on the basis of seniority provided senior employee requested such week or weeks prior to May 1 of such vacation period, except that no employee shall be permitted to choose vacation leave in excess of two (2) weeks during the months of June, July, August, September, November, December, if such choice is in conflict with another employee's first and/or second weeks of

vacation leave. When an employee is entitled to vacation days which represent less than a full vacation week, such employee shall not choose such vacation days so that such days are in conflict with another employee's full week of vacation. Vacation days may be taken in either full days, half days (either the first half of a shift or the last half of a shift), or in 4 hour partials (partials are either the first 4 hours or last 4 hours of a 12 hour shift) (partials are subject to the cancellation provisions of Appendix I, and apply to Fire Suppression only).

For Fire Suppression Personnel and Assistant Chiefs only, Vacation days, Holiday Credits, and Perfect Attendance Days may be used in (24), (18), (12), (6), or (4) hour increments, provided that the time off begins and ends with a shift. Provision is subject to the cancellation provision of Appendix I.

Section 5.

In the event that a bargaining unit employee is entitled to vacation leave at the time of his retirement, or death, he or his widow, as the case may be, shall receive one (1) day's pay for each day of unused vacation leave. Such day shall be based upon a twelve (12) hour day. In the event that such bargaining unit employee should die and he is not survived by a widow, such payment, in lieu of unused vacation leave, shall be paid to his estate.

Section 6.

If a bargaining unit employee becomes ill while he is on vacation, he shall be permitted to cancel the remaining portion of his vacation and take that portion at a later date provided that he obtains a doctor's report to verify that he was ill.

Section 7.

Single vacation days shall not take preference over weekly vacation selections.

Section 8.

Each employee shall have the right to carry over a maximum of two (2) weeks vacation leave due him or any fraction thereof into the following calendar year. Assistant Fire Chiefs who were promoted to Assistant Fire Chief prior to January 1, 2009 may carry over a maximum of 3 weeks vacation due him or any fraction thereof into the following calendar year.

Section 9.

Employees scheduling vacation of one week or more will be given priority. Holiday credit days, single vacation days, and perfect attendance days all hold the same weight when taking time off. Preference in selection of leave shall be determined in the following order:

1. Assistant Fire Chief selections.
2. Full week vacations.
3. Single days.
4. Half days.
5. Partial Days.*

* subject to the cancellation provisions of Appendix I and apply to Fire Suppression only.

Section 10.

In any calendar year in which an employee either resigns or is terminated for reasons other than

retirement (or vesting) or death, he shall only receive credit for those vacation days which have been earned prior to his resignation or termination date. In addition, if any employee has received advanced vacation leave which he has not earned, at the time of his resignation or termination from the Fire Department, he shall be required to reimburse the Town. Such amount of reimbursement to be deducted from the last week's salary. This provision applies to any employee who either resigned or is terminated for reasons other than retirement (or vesting) or death. For the purpose of this Article, vacation shall be earned or prorated over the twelve (12) months of the calendar year not to include additional days earned in years twenty-two (22) through twenty-five (25).

Section 11.

For purposes of seniority, in regards to time off, the following will be used to determine preference for time off in a fair and equitable manner. Headquarters (1 LT and 3 Privates), Company 2 (1 LT and 1 Private). Company 3 (1 LT and 1 Private), Company 4 (1 LT and 1 Private). If available, all members are still entitled to use borrows from other houses and from other ranks but at no time shall the maximum number allowed off be exceeded, except for provisions provided for in the Collective Bargaining Agreement.

**ARTICLE XIII
SICK LEAVE**

Section 1.

Effective upon ratification of this Agreement, all employees shall earn 1.25 days of sick leave per month up to 15 sick days per year which may be accumulated to a maximum of one hundred eighty (180) days; said sick leave plan includes a startup bank of one hundred fifty (150) days for all employees except probationary employees. For employees hired after March 1, 2015, the sick leave start up bank shall consist of thirty (30) days; upon completion of probation, said sick leave start up bank will increase to one hundred fifty (150) days. Employees are eligible to receive a lump sum cash payment upon separation from employment for up to seventy (70) days of accrued sick leave as set forth below in Subsection 1(a). The sick leave payment shall not be included in any pension calculation. Assistant Fire Chiefs who elected prior to December 31, 2010 not to receive unlimited sick leave may cash up to eighty (80) days on separation, which shall not be included in any pension calculation, and may continue to accumulate in excess of one hundred eighty (180) sick days.

- 1a. Employees must complete twenty (20) years of service, or reach age sixty two (62) with ten (10) years of service, to be eligible for one hundred percent (100%) of the sick leave payment (up to 70 days) on separation. Employees who complete fifteen (15) years of service shall receive ninety percent (90%) of the sick leave payment on separation. Employees who complete ten (10) years of service shall receive seventy-five percent (75%) of the sick leave payment on separation. Employees who complete five (5) years of service shall receive fifty percent (50%) of the sick leave payment on separation. Employees who retire due to a disability after five (5) years of service shall receive one hundred percent (100%) of the sick leave payment.

- 1b. The language contained in this Section shall not affect on the job injuries. Employees shall receive sick leave in such cases according to past practice and consistent with Workers' Compensation laws.
- 1c. Effective July 1, 1989, employees who maintain perfect attendance during the first quarter of the calendar year, or any quarter of the calendar year, shall earn a day off with pay for each quarter. Employees who earn all four (4) days shall receive a bonus of one (1) day of paid leave. Leave for perfect attendance shall be used in the same manner as vacation leave. Any unused leave may be carried over to the following year, at which point it shall be cashed out on the second pay period of December. Perfect attendance shall be broken by any use of sick leave, injury leave (Workers' Compensation), and unpaid leaves of absence. Perfect attendance shall not be broken by military leave.

For Fire Suppression Personnel and Assistant Chiefs only, Vacation days, Holiday Credits, and Perfect Attendance Days may be used in (24), (18), (12), (6), or (4) hour increments, provided that the time off begins and ends with a shift. Provision is subject to the cancellation provision of Appendix I.

Section 2.

The parties agree, on the whole, the members of this bargaining unit have used the benefits as provided for in Section 1 of this Article well within the traditional uses of sick leave and off duty injury leave.

The parties realize that there has been an abuse of the program by a very small number of department members. In order to correct this problem, they have agreed to the following:

- A. All sick leave and non-service connected injury leave is to be used only when genuinely needed and any abuse of this leave will not be countenanced by the Town.
- B. As a guide, the Town will consider as abuse any short term leaves for sickness or injury or any pattern of absence without regard to the quantity of days used, for example, an employee who reports off duty mostly when he is scheduled to work the day shift, or the night shift, or weekends, the day or night before or after his regularly scheduled shift or the day or night shift before or after a holiday, or any type of pattern that can be conceived. Should the Town believe that the employee has established a pattern of taking sick leave, it shall notify the employee and the President of the Union that it wishes to meet concerning the matter.
- C. Should the Town believe that, following such meeting, the employee's alleged abuse continues, it may discipline the employee and such discipline shall be subject, if the Union wishes, to the provisions of Article IV of this contract.
- D. The Chief or his designee, including a physician shall have, at reasonable hours, the right to call upon and be admitted to the sick or injured employee's home for the purposes of establishing the condition of the employee's health and his readiness for duty. Any employee who is on sick leave or non-service connected injury leave and is absent from home at the time of such visit, that absence does not constitute a prima facie case of abuse of sick or injury leave.

Section 3.

- A. Any sick leave of three (3) consecutive shifts or more shall only be approved upon presentation of the medical certificate documenting the employee's medical treatment. The employee shall provide a medical certificate upon returning to duty. In cases of long term illness or injury, defined as an absence of ten consecutive shifts or more, the employee shall provide a medical certificate identifying the expected duration of the employee's absence by the end of the tenth consecutive shift. Employees may also be required to provide a medical certificate certifying their ability to perform the essential functions of the employee's position upon returning to duty which shall also be required for any sick leave taken under Article XIII, Section 7 (paragraphs 121, 122, 123 and 124) (as these paragraphs may be renumbered in new contract).
- B. The Chief or his designee may, at his sole discretion, require an employee to supply a second medical certificate, or submit to an examination by the Town's physician, if he believes that the employee is abusing sick leave or injury leave.
- C. Any employee, while on sick leave or non-service connected injury leave, shall not engage in any gainful employment.
- D. Any evidence of abuse of sick leave shall result in appropriate disciplinary action.
- E.
 - (1) Work Related Injury Leave - Employees will provide the name of the employee's treating physician to Human Resources within 24 hours after the initial evaluation by the Town's vendor. If the Employee changes doctors, the Employee will provide the name of the new doctor within 24 hours of the change.
 - (2) The Employee will sign a medical authorization for Human Resources and Town Vendor to obtain medical records from the treating physician. The Employee or family member shall contact Human Resources if the Employee is physically unable to sign a medical authorization to obtain an extension.
 - (3) Employees will be subject to discipline in accordance with the disciplinary procedure in Article IV of this Agreement for failing to provide the physician's name as required above, unless a valid reason is confirmed by the Town.

Section 4. "Definitions"

For the purpose of this division, the following words and phrases shall have the meanings respectively ascribed to them in this Section.

CONTAGIOUS DISEASE. A disease ruled as subject to quarantine defined by the health authority having jurisdiction.

EMPLOYEE. Any person employed full time by the Town, whether it be an officer thereof or otherwise, and shall include the Mayor, all department heads and their subordinates, and all directors of departments and their subordinates except those persons employed by or under the control of the Board of Education.

MEDICAL CERTIFICATE. A written signed by a registered practicing physician, certifying to the period of disability of the patient while he or she was undergoing professional treatment.

SICK LEAVE. The absence from duty of any employee because of illness, exposure to contagious disease or attendance upon a member of his immediate household seriously ill and requiring the attendance of such employee.

SICK LEAVE PAY. Pay, wages or other remunerations that may be payable to any employee of the Town while on sick leave as herein defined.

Section 5. "Generally"

No employee of the Town shall receive any salary or wages or other remuneration from the Town unless he or she shall carry on the duties of his or her office or employment in the operation of municipal affairs unless it be during a period of regularly scheduled vacation or during a period for which he or she may be granted leave of absence with pay except he or she may be entitled to the same by virtue of an accumulation of sick leave days which would entitle him or her to sick leave with pay in accordance with the provisions of this division.

Section 6. "Absence for a Portion of a Day"

Absence for a fraction or part of a day that is chargeable to sick leave in accordance with this division shall be charged proportionally in the amount not smaller than one-half ($\frac{1}{2}$) of a dayshift and for Fire Suppression while the 24 hour shift is in effect, not smaller than one-third ($\frac{1}{3}$) of a day.

Section 7. "Grounds for Granting Sick Leave"

An employee eligible for sick leave with pay shall be granted sick leave for the following reasons:

- A. Personal illness or physical incapacity except otherwise provided in this division.
- B. The illness of a member of the employee's household that required the employee's personal care and attention for a period of three (3) days only.
- C. Enforced quarantine of the employee in accordance with community health regulations. An employee on sick leave shall inform his immediate superior of the fact and reason thereof as soon as possible.

For Fire Suppression Personnel and Assistant Chiefs only, sick time may be used in (24), (18), (12), (6), or (4) hour increments on day or night shifts, provided that the time off begins or ends with a shift, Absence for a fraction or part of a day that is chargeable to sick leave will be charged to reflect the amount of hours of sick time used. This language will replace the language contained in Article XIII Section 7 of the current Collective Bargaining Agreement. Provision is subject to the cancellation provisions of Appendix I.

Section 8. "When Employee's Not Entitled to Sick Leave"

No employees shall be entitled to sick leave pay when such leave is caused by an injury received during self-employment or any form of remuneration or employment by any other individual, agency, partnership, firm or corporation.

Section 9. "Authority of the Chief"

Sick leave may be authorized by the Fire Chief or designee for other members of an employee's immediate household than those mentioned in Section 8, at his discretion.

Section 10. "Reduction in Compensation When Employee is Eligible for Workers' Compensation Benefits"

An employee receiving sick leave with pay who simultaneously receives compensation under Workers' Compensation laws shall receive for the duration of such compensation only that portion of his regular pay which will, together with such compensation, equal his regular pay, however, such supplemental payment shall not exceed one (1) year and a day.

Section 11. "Report of Absence to Department Head, Daily Departmental Report to Payroll Department" All sick leave absences must be reported to department heads by absent employee immediately, who in turn shall report to payroll department daily so that payroll records will record all absences, whether paid or unpaid.

Section 12. "Review of Sick Leave Claims Exceeding Ten (10) Days"

All claims for sick leave covering ten (10) or more days shall be reviewed by the Finance Committee.

Section 13. "Use of Funds Not Paid to Employees Because of Unauthorized Absences"

All monies not paid to employees because of absences not within the scope of these regulations shall be available for employment of substitutes, at the discretion of the Mayor.

Section 14. Gift Days

Employees who have accumulated sick leave may gift to other employees sick leave days from their sick leave bank (bank days only) if the recipient has exhausted his/her sick leave bank/days. Gift days cannot be used for any cash out purposes. The recipient of gift days must be on extended sick leave/illness. Employees who retire may not gift any of their unused sick leave days. In no event may an employee using gifted sick leave days remain on consecutive sick leave in excess of one (1) year and one (1) day.

Section 15. The Town and Union agree to discuss the time accountability process.

**ARTICLE XIII-B
BEREAVEMENT LEAVE**

Section 1.

Any absence of an employee from regularly scheduled work duty due to the death of any member of his immediate family shall be allowed for three (3) days by submitting prior to or after the leave the Town's Bereavement Request Form or the obituary of the deceased submitted to his Department head. The Chief may grant at his discretion additional time for death in a family. Employees who fail to submit the Town's Form or the obituary shall be charged with

vacation time if the employee takes time off. Employees who submit the form or obituary to HR within 14 days of the leave taken will have bereavement leave credited.

The definition of members of the immediate family shall mean: husband, wife, grandmother, grandfather, mother, father, sister, brother, son, daughter, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandchildren, foster parents, foster children.

Section 2.

For nephews, nieces, aunts, and uncles, employees shall be allowed two (2) days off with pay from duty to attend the funeral or calling hours if such funeral services or calling hours are scheduled while the employee is scheduled to work and provided he provides satisfactory proof of the service to the Fire Chief.

**ARTICLE XIII-C
LIGHT DUTY WORK ASSIGNMENTS**

Section 1.

Light duty work assignments will be used as a means for an employee to recover from an injury or illness that the employee's doctor or the Town's doctor has indicated is not a permanent disabling injury or illness, and further provided that the employee's or the Town's doctor has indicated that said employee can work a light duty assignment. A light duty work assignment will not be considered until the employee has been out of work at least four working days. Any disagreement between the Town's and the employee's doctors shall be submitted to a doctor mutually agreed to by the agreed upon doctors for a recommendation before the employee must report for a light duty work assignment. The expense of the mutually agreed upon third doctor shall be paid for by the Town.

Section 2.

The Town shall not use light duty work assignments as a reason or means for refusing an employee a disability pension. Any employee who has been refused a disability pension shall not be placed in a light duty assignment.

Section 3.

An employee on light duty will not work callback for the Town or Fire Watch for any private individual or organization.

Section 4.

Light duty work assignments shall not exceed one hundred eighty (180) calendar days every twenty-four (24) months per employee. Employees on light duty due to pregnancy or childbirth shall not be limited to one hundred eighty (180) calendar days.

Section 5.

No more than six (6) employees per shift shall be assigned to light duty work assignments at any one time. Employees on light duty shall not be counted towards the minimum manpower required by this contract.

Section 6.

Employees released to light duty by their physicians, shall notify the shift supervisor prior to their next regular scheduled shift. Light duty work assignments will not keep an employee from earning perfect attendance days. An employee on light duty will still receive night shift differential.

Section 7.

Light duty will be worked in fire headquarters during the employee's regularly scheduled shift with recommendations by the treating physician as to the frequency and hours per week. Assignments will be determined by the Fire Chief or his designee, and may include assignments to the Fire Prevention Division, or other Fire Department assignments. An employee will not be required to perform any job for which he is not qualified or has not been trained to perform. Light duty work assignments shall not be work normally performed by other non-fire department, Town of Stratford employees.

Section 8.

Employees on light duty may take vacations or take vacation days or holiday credits in either whole, half, or partial (partials are subject to the cancellation provisions of Appendix I and apply to Fire Suppression only) days. The vacations, vacation days, or holiday credits taken by an employee on light duty will not be counted towards the number of employees allowed off per shift under the contract.

**ARTICLE XIV
SPECIAL LEAVE**

Each employee shall be granted special leave with pay for any day or days in which he is able to secure another employee to work in his place, provided:

- A. Such substitution shall not impose any additional cost to the Town.
- B. The officer in charge of one of the platoons in the engine house or in the case of an Assistant Fire Chief, the Deputy Fire Chief or Fire Chief shall be notified in writing on an appropriate form not less than one (1) day prior to its becoming effective, except in the case of an emergency, notifications may be made by telephone.
- C. Such substitution is within classification or rank only, i.e., Assistant Fire Chief, Company Officer, fire fighter.

Assistant Fire Chiefs will not have a limit on the amount of Special Leave (Exchanges) used.

- D. Leave with pay shall not exceed thirty (30) days or three hundred and sixty (360) hours in any calendar year, except that additional days may be granted by the Assistant Chief in the event of an emergency.
- E. Neither the Department nor the Town shall be held responsible for enforcing any agreement made between the employees.

ARTICLE XV

UNIFORM ALLOWANCE

Section 1.

Effective upon ratification of this Agreement, all employees shall receive an annual uniform allowance of nine hundred fifty dollars (\$950.00). The uniform allowance shall be considered earnings and subject to all appropriate deductions.

Each employee shall be paid his uniform allowance on the pay day nearest April 15, if he was appointed prior to such payment date or upon appointment if he is appointed after such payment date, but under no circumstances shall he receive more than one (1) payment in any one calendar year.

Section 2.

The Town shall provide each employee with his own full body protective clothing of good quality and condition. All protective clothing shall be OSHA approved and of a proper fit. Such clothing shall consist of a helmet, turnout coat, turnout pants, boots, gloves, hood, and SCBA mask.

Section 3.

The Union and the Town shall meet three times each year to discuss safety on the job upon the request of either party.

ARTICLE XVI INSURANCE

Section 1.

The Town will provide the following medical and dental insurance plans to each employee and such plans will also include spouse and dependent child coverage.

1.1 The negotiated Anthem High Deductible Health Plan with the plan design attached as Appendix H. Employees shall pay the premium contribution (based on the self-insured equivalent rate), deductible, co-pays or co-insurance, if applicable.

The Medical Plan Summary attached as Appendix H will control unless modified below.

1. The HDHP will include orthotics.
 - PT/OT/Chiro will be 90 combined visits.
 - ST - 75 visits
 - This will be the only medical plan offered.

2. Effective, July 1, 2018, HDHP with \$2,000/\$4,000 deductible.
 - Town shall contribute 50% and employees pay 50% towards an HSA.
 - Employees pay 14% premium share.
 - Employees pay Rx copay, \$5/\$25/\$40.

3. Effective July 1, 2019, HDHP with \$2,000/\$4,000 deductible.
 - Town shall contribute 50% and employees pay 50% towards an HSA.
 - Employees pay 15% premium share.

- Employees pay Rx copay, \$5/25/40.
4. Effective July 1, 2020, HDHP with \$2,000/\$4,000 deductible.
 - Town shall contribute 50% and employees pay 50% towards an HSA.
 - Employees pay 16% premium share.
 - Employees pay Rx copay, \$5/25/40.
 5. Effective July 1, 2021, HDHP with \$2,000/\$4,000 deductible.
 - Town shall contribute 50% and employees pay 50% towards an HSA.
 - Employees pay 17% premium share.
 - Employees pay Rx copay, \$5/25/40.

The Town's share of the HSA deductible will be made as soon as practicable after July 1 each year, but no later than July 16.

1.2 Employees shall contribute towards the cost of the above-named benefits plan through weekly payroll deduction. Employees may enroll in an I.R.S. Section 125 Plan that will make these deductions available through pre-tax dollars.

1.3 The Anthem Blue Cross Blue Shield full service family Dental Plan with riders A and B or an equivalent of full service family Dental Plan at the same self-insured equivalent premium cost share as the base medical plan. Employees can also select Dental C and D coverage. The employee's premium contribution toward the dental plan will be based on the dental plan riders selected (A and B is one option, and A, B ,C and D is the second option.)

1.4 Any employee may elect not to receive the benefits offered and described above. In such event, no contribution will be made by the Town. The cost of the medical plan saved shall be shared between the town and the employee. This includes but is not limited to all refunds, rebates, and recoveries from the plan administrator. The amount paid to the employee who opts out of the medical plan shall be equal to the amount of premium sharing (based on self-insured equivalent rate) paid by employees for that fiscal year. The payment will be made in July for the preceding year.

Section 2.

The Town shall, on behalf of each employee, hired after July 1, 2012, continue to contribute an amount equal to the employer's payment under Social Security for the same salary as that received by such employee, to the Disability and Annuity Plan presently covering employees in the bargaining unit, and such employee shall contribute to said plan an amount which matches the Town's contribution on his behalf. The Town shall subtract 1.45 % of the employee's wages from the amount paid by the employer and the employee to the annuity.

Section 3.

The Town shall provide and pay for a Group Life Insurance Policy which will pay the beneficiary of the employee one and one-half (1½) times the employee's base salary to the nearest one thousand (\$1,000.00) dollars, to a maximum of fifty thousand (\$50,000.00) with a double indemnity clause in case of accidental death.

Employees hired after July 1, 2012, will receive a Group Life Insurance Policy which will pay the beneficiary of the employee One Hundred Thousand Dollars (\$100,000.00) with a double indemnity clause in case of accidental death.

Section 4.

Nothing in this Agreement shall be construed to prohibit the Town from changing insurance carriers, provided that any change will be equivalent to the present coverage. For this purpose, the term "equivalent" means equal or better in function and benefits to members of the bargaining unit. The Union will be notified and consulted regarding any proposed change of insurance carriers not less than ninety (90) days prior to any implementation. Any dispute regarding "equivalency" shall be resolved through the Grievance Procedure at the arbitration level, prior to implementation of any such change. In any event, changes in any carrier for a specific type of coverage will be made no more than once in any two (2) year period.

Section 5.

The Assistant Fire Chiefs who were promoted to Assistant Fire Chief prior to January 1, 2009 shall not have to pay for the premium cost share portion of retiree prescription drug benefits; this benefit will remain in effect for the life of their employment, through retirement and will be maintained until age 65, with the Town paying one hundred percent (100%) of the prescription drug premium for an employee (only) who retires after the effective date through age 64, and fifty percent (50%) of the premium for dependents (100% employee only, 75% family coverage or 50% dependent only coverage.). In the event, if either the retiree or the spouse, is less than age 65 and the other is age 65 or older, the member who is less than age 65 may remain enrolled in the prescription benefit above.

For employees hired after July 1, 2012, who retire under the Town's 401(a) defined contribution plan with twenty five (25) years of service from date of hire or retire with a disability under the Town's Long Term Disability Plan, the retiree and enrolled dependents shall be entitled to medical coverage similar to coverage in effect for active employees as same may be modified by collective bargaining (excluding dental and prescription coverage), except retirees who establish permanent residency in a state outside Connecticut shall receive a PPO or POS coverage plan that is similar to the in-network benefits of the active employees upon proper notice to the Town, with the Town paying one hundred percent (100%) of the premium for an employee (only) who retires after the effective date through age 64, and fifty percent (50%) of the premium for dependents, and in addition, the employee shall pay any applicable monthly premium cost share payments (based on self-insured equivalent rates) in effect for active employees on the date of his/her retirement.

The above indicated insurance may be maintained until age 65, however, if either the retiree or the spouse is less than age 65 and the other is age 65 or older, the member who is less than age 65 may remain enrolled in the insurance above.

For employees hired after July 1, 2012 who retire under the Town's 401(a) defined contribution plan with twenty-five (25) years of service from date of hire or retire with a disability under the Town's Long Term Disability Plan, the Town will pay one hundred percent (100%) of the premium for an employee (only) who retires after the effective date and fifty percent (50%) of

the premium for dependents for Medicare Supplement A (BC High Option), Medicare Supplement B (BC 65 Plan 81) and Major Medical 65.

Effective July 1, 1989, the Town will provide a term life insurance policy of five thousand (\$5,000.00) to employees who retire after the effective date and who have not attained age 65. Said term insurance shall terminate at the time the pensioner attains age 65.

In the event the retiree drops out of the Town insurance as a result of having received the insurance elsewhere, for whatever reason, he/she may re-enroll into the Town's insurance subject only to the insurance carriers insurability requirements.

ARTICLE XVII SENIORITY

Section 1.

Seniority shall be by classification and shall consist of the relative length of accumulated service of each employee in his respective classification. Any employee's length of service shall not be reduced by the time lost due to sick leave or any authorized leave of absence without pay.

Section 2.

In the event that two (2) or more employees are appointed to the same classification on the same date, such employee's seniority shall be determined by the order by which their names appear on the eligibility list from which such appointments were made, with the employee who has the higher position on the eligibility list, having higher seniority.

Section 3.

When layoffs occur for the purpose of reduction of staffing, such layoffs shall be according to inverse seniority. When a rehire is made, such rehire shall be made by seniority. Layoff list shall be valid for five (5) years from the date of layoff.

ARTICLE XVIII NO STRIKE

The Union agrees on behalf of itself and each individual member of the unit that it and he shall not condone, aid, abet, participate or engage in, any work stoppage, strike, or withholding of services. Nothing shall abridge the right of any duly authorized representative of the Union to present the views of the Union or any individual to present his personal views to the citizens on issues which affect the welfare of the members of the Union or the individual member's welfare.

ARTICLE XIX LEAVE OF ABSENCE WITHOUT PAY

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

**ARTICLE XX
FIRE WATCH DUTY**

Whenever a private person or organization is required to or shall seek the services of the employees of the Fire Department for fire-watch duty, such work shall be rotated by the Chief of the Fire Department among those employees who volunteer for such work during their off duty hours. Company strength shall not be reduced to provide fire-watch services for any private person or organization.

Fire Watch Duty for all private entities will be paid at the rate of one and one half times (1.5) the hourly rate of the top grade of the employee's position, with a minimum of four (4) hours of pay per assignment. Fire Watch duty for all Town of Stratford/Board of Education functions will be paid at the rate of one and one half times (1.5) the hourly rate of a top grade firefighter with a minimum of four (4) hours of pay per assignment.

**ARTICLE XXI
PROBATIONARY PERIOD**

Section 1.

To enable the Town to exercise sound discretion in the filling of positions within the Fire Department, no appointment or employment to the position of Fire Fighter in the Stratford 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 new employee, the Mayor may terminate the employment of such employee, if during this period, under observation and consideration of his performance of duty, he shall be deemed unfit for such appointment.

Section 2.

The probationary period for promotional appointment shall be six (6) months.

Section 3.

Nothing contained herein shall be used to deny any employee any rights or any benefits to which he may be entitled to under the Pension or Retirement provisions covering employees of the Fire Department

Section 4.

New probationary fire fighters shall be sent to F/F I school prior to being assigned to a shift and must attain F/F I certification to be employed. (Condition of Employment).

All firefighters hired after July 1, 1999 must be EMT certified and maintain said certification for the remainder of their career, or for the duration of the First Responder Program.

Section 5.

For all new employees hired after July 1, 1989, the following procedure shall govern advancement to a higher pay grade:

Upon completion of Firefighter II certification, the employee shall be paid at Firefighter Step 2 ("FF").

On April 1 following the first anniversary of their date of hire, the employee will be paid at FF Step 3.

On April 1 following the second anniversary of their date of hire, the employee shall be paid at FF Step 4.

On April 1 following the fourth anniversary of their date of hire and completion of Pump Operator certification, the employee shall be paid at FF Step 5.

If the necessary certification is not attained at any of the above steps, Fire Fighters will remain frozen at the appropriate step regardless of years of service. Example: F/F I - Step 1, highest; F/F II - Step 4, highest; Pump Operator - Step 5, highest. In no event shall an employee be advanced to a higher step without completing both the necessary years in service and the required certification.

Employees must reach FF Step 5 in order to be eligible for promotion.

Effective upon signing of this contract, all new employees shall be allowed time off if classes are held when they are supposed to be on duty. If classes are held during regular time off, they will attend on their own with no additional pay.

Present employees who wish to become certified shall also be granted time off to attend the above certification courses if classes are held when the employees are scheduled to be on duty. If classes are held during regular time off, they will attend on their own with no additional pay. All present employees shall be evaluated by the Chief of the Department as to qualifications to attend above courses, and as to volume of people off on any given shift for the good of the department.

Effective upon signing of this contract, all employees hired after July 1, 2014, shall be required to have Pump Operator certification to obtain Step 4 and Aerial Operator certification to obtain Step 5. Current employees performing as Aerial Operators must become certified as Aerial Operators, on the same terms to obtain certification provided for pump operator in this section. The Town will provide an instructor to train current Aerial Operators so that each Aerial Operator is certified by October 15, 2016.

ARTICLE XXII PROMOTIONS

Section 1.

All promotions in the Fire Department shall be made from eligibility lists for each promotional classification which lists shall be established through competitive merit examinations conducted by an impartial testing authority, acceptable to both parties. The initial vacancy in a promotional classification shall be filled from the three (3) employees standing highest on the appropriate eligibility list. Subsequent appointments from this list shall be made in order of standing provided the candidates personnel records meet the approval of the Mayor. The competitive examinations required under this Article shall be arranged so that whenever an eligibility list expires, a new list will be substituted in its place. At least ninety (90) days notice shall be given to all employees of the date of said exam.

Section 2.

Upon expiration of the promotion list in effect upon signing of this contract, certification as Fire Instructor One (1) must be obtained within one (1) year of promotion to Lieutenant, unless no

course is available or illness or injury prevents attendance within that time, in which case the time period shall be extended until the next course can be completed. New Lieutenants shall be allowed time off if classes are scheduled when they are supposed to be on duty. If classes are held during regular time off, they will attend on their own with no additional pay.

Whenever a bargaining unit member is promoted to Assistant Chief Fire Suppression he/she shall have a one week, Monday through Friday, 8:30 am to 4:30 pm training period. During this period he/she shall work side by side with the on duty Assistant Chief. This person will be paid at their regular rate of pay in their current position. Their position on the line will be filled under the manpower article of the contract.

Whenever a Firefighter is promoted to Lieutenant, he/she shall work the last four (4) shifts preceding said promotion at Headquarters. During this period, he/she shall work side by side with the Headquarters' Lieutenant. If he/she is stationed elsewhere, and the shift is fully staffed, the junior person not on probation will be detailed to replace the person being promoted for the four (4) days. If at or above the minimum, then the position shall be filled in accordance with the traveler policy. If below minimum, it shall be filled with a callback. In any event it will not create additional callback.

Section 3.

Upon signing of this contract, certification as Fire Instructor Two (2), and Safety Officer, must be obtained within one (1) year of promotion to Captain-Training Officer, unless no course is available or illness or injury prevents attendance within that time, in which case the time period shall be extended until the next course can be completed. The Captain shall be allowed time off if classes are scheduled when they are supposed to be on duty. If classes are held during regular time off, they will attend on their own with no additional pay.

Section 4.

When officers attend meetings called by the Chief, and they are off-duty, they shall be paid a flat rate of \$75.00 (seventy-five dollars). Attendance at all meetings while off duty is voluntary.

Section 5.

The Town and Union agree that for the position of Assistant Fire Chief there will be a written examination with an assessment center. The passing score of the written exam shall be 70%. Candidates who pass the written examination will be eligible for the assessment center. Lieutenants after four (4) years time in grade shall earn one half (1/2) seniority point per year for each year of in grade of Lieutenant to a maximum of five (5) points. Captains with less than five (5) points upon becoming Captain, will accrue one half (1/2) seniority points per year for the first two (2) years of service as Captain. Captains after two (2) years time in grade will receive one (1) additional seniority point per year to a maximum of seven (7) total seniority points. Earned seniority points will be added to the candidates combined written examination and assessment center final score for ranking. The promotional list will be valid for a minimum of two (2) years, which can be extended to three (3) years at the discretion of the Town. The Town shall provide one hundred twenty (120) days written notice, to the President of the Union, prior to the end of the first two (2) years as to whether it has elected to extend the list for a third year. Failure to so notify will result in the promotional list terminating on the last day of the two year period.

ARTICLE XXIII MISCELLANEOUS

Section 1.

The officer in charge shall apportion all work among subordinates as equitable as practicable throughout the duration of this contract.

Section 2.

The day tour of duty shall be approximately 7:00 a.m. to approximately 5:00 p.m. and the night tour of duty shall be from approximately 5:00 p.m. to approximately 7:00 a.m.

Section 3.

All formal training programs conducted outside the building for all employees shall only take place during the day tours of duty.

1. Night training will be conducted to the ISO standard (currently (2) three hour sessions which may increase if the ISO standard increases), of outside drills per member per year. This language will be in addition to the language contained in Article XXIII Section 3 of the current Collective Bargaining Agreement.

Section 4.

No employee shall be assigned to perform any duty which is unrelated to fire fighting, fire prevention or to the care and maintenance of fire fighting equipment and apparatus, or to the normal care required to maintain the quarters and area in which they are employed in a clean and sanitary manner.

Section 5.

The Town's snow removal equipment and personnel will be used to clear the snow from the ramps in front of each Engine House.

Section 6.

Employees may use power equipment to maintain the lawns which are part of any Engine House property.

Section 7.

Longevity shall be paid in accordance with Appendix C and shall be in addition to the wage schedules as set forth in Appendix B. Longevity payments shall be made on the first payday in December of each calendar year, provided, however, that payment will only be made to those employees who are in active service on December 31, except that this requirement will not apply to employees who either retire (including vesting) or die before said December 31 date. In the event such employee should die and he is not survived by a widow, such longevity payment shall be paid to his estate.

Section 8.

The senior lieutenant assigned to the Huntington Fire Station and the senior lieutenant assigned to the Lordship Fire Station and the senior lieutenant assigned to the Oronoque Fire Station, shall receive four hundred fifty (\$450.00) dollars per year, in addition to his regular salary, payable annually on the 1st pay day in March. All lieutenants assigned to the Headquarters Fire Station shall receive six hundred dollars (\$600.00) per year, in addition to his/her regular salary, payable on the 1st pay day in March. The new rates shall be effective on the appointment of a fifth lieutenant in 2015.

Section 9.

All employees must notify the Chief of the Fire Department in writing of where he resides on September 1st of each year. Any change in residence must be reported immediately to the Chief with all relevant address and telephone information. All employees shall comply with all relevant state laws governing residence of municipal employees.

Section 10.

The Town agrees to pay for drivers seven (\$7.00) dollars per shift effective upon ratification for such driving duty. Records shall be kept of all driving assignments which are performed by each employee and payment for same shall be on a monthly basis.

Section 11.

The Fire Department Pension Plan and related benefits, for Local 998 bargaining unit employees shall be those granted as a result of the awards of the Arbitration Panels in case number 9798-MBA-235, as modified by agreement of the Parties, which is the subjects of a separate agreements and incorporated into this agreement by reference. It is understood that the pension plan and related benefits are negotiated separately from this agreement.

Employees hired after July 1, 2012 shall not be eligible to participate in the Town of Stratford Fire Department Pension Plan (“the Pension Plan”) and shall only participate in the Town’s defined contribution 401(a) plan. Employees participating in the Town’s 401(a) plan will contribute six percent (6%) of the employee’s earnings and the Town will match six percent (6%) of the employee’s earnings. “Earnings” shall exclude overtime and bonuses. Employees hired after July 1, 2012 who participate in the Town’s 401(a) plan will receive disability insurance, up to fifty percent (50%) of base pay, own occupation coverage, up to age 65. The Town and Union will agree on the 401(a) plan administrator and disability plan carrier.

Section 11a.

In the event employees hired before July 1, 2012, accrue and cash out unused holiday credits, no more than thirty-nine (39) holiday credits earned or cashed out in the one hundred and four (104) weeks immediately prior to their retirement or death may be included in the employee’s pension under the Pension Plan.

Section 12.

The Town shall pay for books and tuition, at a rate of seventy-five (75%) percent up to one thousand (\$1,000.00) dollars per year, to each employee who successfully completes, with a “C” average or better, a course or courses leading to a degree in “Fire Technology” or any other course. Such payment to be made on or about April 15. Such courses shall be job related and shall be approved by the Chief.

Section 13.

Effective upon ratification of this Agreement, a night shift differential of one dollar and twenty-five cents (\$1.25) per hour shall be paid for all hours worked on night shifts. Said night shift differential shall be included in the weekly paycheck.

Section 14.

The Town shall reimburse all employees for the loss of, the damage to, or the contamination, by bodily fluids or chemicals, of the personal property items listed, which occurred in the line of duty. Claims shall not exceed fifty dollars (\$50.00) for wristwatches and one hundred dollars (\$100.00) for prescription glasses. All losses will be immediately reported to the shift commander.

Section 15.

Employees are prohibited from engaging in fire fighting activities for any other municipality, government agency or private entity, except as permitted under Connecticut General Statutes §§7-323s and 7-323t .

Section 16.

Employees requesting any time off must submit the Town's Time Off Request Form for approval by the Chief or designee.

**ARTICLE XXIV
LEAVES OF ABSENCE WITH PAY**

Section 1.

MILITARY LEAVE - Employees summoned for Training Duty with any Armed Forces, Reserve Corps Program or National or State Guard Training Programs shall be paid the difference between pay received for such duty and the employee's regular straight time pay from the Town. This pay shall apply only to a maximum of two (2) weeks Annual Field Training. The two (2) weeks pay referred to herein shall be paid to the employee two (2) weeks prior to the start of such training Duty provided the employee supplies the Town with the Military Pay Voucher three (3) weeks prior to the start of such leave.

Section 2.

MATERNITY LEAVE - In applying for Maternity Leave, the personal physician of the expectant mother, in cooperation with the Mayor, shall determine the proper time for the employee to stop work. It is the Town's intent that the employee shall work as long as possible before delivery. However, this requirement will not assume authority over an order to stop work at a prior date, if in the opinion of the employee's physician the condition requires such.

Employees who comply with the provisions of this Section may resign or take Maternity Leave as provided below:

An employee who wished to return to her same position must so notify her supervisor in writing two (2) weeks prior to the last scheduled work day. Such employee will be granted Maternity Leave of absence not to exceed forty-five (45) days after delivery and shall return to work at the expiration of the Leave only after the approval of the employee's physician that the employee is physically capable of returning to work. An employee on Maternity Leave of absence is eligible for paid Sick Leave in accordance with the sick leave ordinance.

In accordance with Section G of Public Act 73-647, an employee who is unable to return to employment at the end of the forty-five (45) day period may apply to the Mayor for an extended leave of absence without pay.

ARTICLE XXV SAVINGS CLAUSE

Section 1.

The Town shall retain all rights it had prior to the signing of this contract, except as such rights are specifically relinquished or abridged by this contract.

Section 2.

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

ARTICLE XXVI WAGES

Section 1.

Effective to July 1, 2018, all wages in all steps and all classifications shall be increased by two and one half percent (2.5%).

Section 2.

Effective July 1, 2019 all wages in all steps and all classifications shall be increased by two and one half percent (2.5%).

Section 3.

Effective July 1, 2020, all wages in all steps and all classifications shall be increased by two and one-half percent (2.5%).

Section 4.

Effective July 1, 2021, all wages in all steps and all classifications shall be increased by two and one-half percent (2.5%).

Section 5.

The retroactive wage increases provided for herein shall only be for employees on the active payroll as of the date both parties have ratified this Agreement.

Section 6.

The Town may request permission from the State Department of Labor to pay employees one (1) week in arrears. If such permission is granted the Town will bargain with the Union over whether it can be implemented.

ARTICLE XXVII SENIORITY BID

Section 1.

Both the Union and the Town recognize that the principal factors in job assignments are the efficiency and integrity of the Fire Department. Nothing contained herein shall preclude the Chief from exercising his rights in the management of the Fire Department when determining said assignments. Nevertheless, the Town will give due consideration to seniority, physical condition, and personal hardship in making assignments that are not promotional.

Section 2.

DEPARTMENT WIDE BID - The following procedures will be implemented once every two (2) years:

October 15 through January 1 Department Policy issued, requests for reassignment submitted to company Lieutenant.

January 1 through January 31 Chief will finalize all requests with written notice sent to each employee requesting reassignment.

- A. Consideration of all requests will be limited to objective criterion.
- B. Disputes concerning the operation of the foregoing language may be resolved through the grievance procedure, up to and including arbitration. The parties further agree to utilize the expedited arbitration procedure contained in the contract should the issue need to be resolved at that level. The normal grievance procedure will be utilized to resolve disputes concerning disciplinary reassignments.
- C. Any member (employee) who bids into a position gives up all rights to previous vacation picks or posted time off when such employee chooses to bid into such positions.
- D. Any employee who is displaced due to a seniority bid shall retain all rights as to vacation picks or posted time off.
- E. The Chief reserves the right to hold open any number of positions in Headquarters Station for the purpose of assigning employees to such openings that have not completed their probationary period.
- F. The senior officer shall ask each employee who is eligible to bid for the open position if he so desires to bid for the position. Each employee so asked shall have up to 24 hours to notify the senior officer of his bid.
- G. The Chief shall have authority to assign the least senior employee who is eligible to a position which has not been filled, but must be filled, after seniority bid has occurred.

Section 3.

INTERIM BIDS - (Restricted to employees on the same shift as the vacancy). When a vacancy occurs between the time of the Department wide bid and the next scheduled Department bid (2 years) the following procedures will be implemented:

- A. When a vacancy occurs, there shall be an open bidding time in which each employee, only within said shift, shall be advised as to the opening available and the time frame in which the bids shall take place which shall normally be within ten days of the actual occurrence of the vacancy.
- B. The Senior Officer shall ask each employee, from within said shift, who is eligible to bid for the open position if he so desires to bid for the position. Each employee so asked shall have up to 24 hours to notify the Senior Officer of his bid.
- C. The Chief shall have authority to assign the least senior employee who is eligible to a position which has not been filled, but must be filled, after seniority bid has occurred. D. The Chief reserves the right to hold open any number of positions in Headquarters Station for the purpose of assigning employees to such openings that have not completed their probationary period.
- E. Any member (employee) who bids into a position gives up all rights to previous vacation picks or posted time off when such employee chooses to bid into such positions.
- F. Any employee who is displaced due to a seniority bid shall retain all rights as to vacation picks or posted time off.
- G. Any time any two (2) employees in the same house lose their drivers' licenses, the Chief shall have the right to transfer the junior employee losing his license until such time as either of the employees has had their license reinstated.

Section 4.

Both the Union and the Town agree that the operation of the language contained in the Article shall not be the basis for a claim of overtime or any other form of remuneration (i.e. comp time).

Section 5.

Effective with the January 2001 seniority bid: The Union and the Town agree to permit the Chief to hold open the bottom spot on a shift in a station for an EMT or MRT if one has not already bid to the shift in the station. In the event that no EMT or MRT bids to a shift in a station, the chief may assign the employee(s) with the least seniority that has completed probation, and is an MRT or EMT, from the headquarters station to the bottom position(s) held open by the Chief. The union agrees to allow the Chief this right as long as there is a First Responder Program within the Stratford Fire Department.

Section 6.

The Town agrees to a lock-out on all seniority issues until 2004.

**ARTICLE XXVIII
UNION OFFICE**

The Town shall supply to the Union an adequate space which the Union shall use for an office. This space shall be securable and private from the rest of the building, provided the Union can identify an unused space within a firehouse that meets their needs. The Town shall be held harmless in all cases of theft, vandalism or injury.

**ARTICLE XXIX
DRUG TESTING AND EMPLOYEE ASSISTANCE PROGRAM**

Section 1.

Employee Assistance Program - Both the Town and the Union strongly favor a drug-free work environment. To that end, an Employee Assistance Program has been established for all employees which will provide counseling, evaluations, and treatment referrals, if needed; and it will deal with such problem areas as family, financial, legal, emotional and substance abuse. Effective July 1, 2004, the EAP program provided to employees shall be the Public Safety EAP.

Section 2.

Voluntary Assistance - Any employee, who at any time, comes forward voluntarily to seek treatment of a problem involving substance abuse will be provided the appropriate counseling and medical assistance recommended by the Town EAP at the expense of the Town. No penalties of any kind will be imposed on such fire fighter and they shall be granted appropriate sick leave for the time of any in-patient or out-patient care as required in a program approved by the Town EAP. An employee shall not be acting "voluntarily" if an affidavit in accordance with Section 3 has been signed before he requests treatment.

Section 3.

Drug Testing

Reasonable Cause Testing

Under this type of testing, the employee will be removed from service pending the outcome of the test(s). The employee will be paid for the first and second work day after such removal or until the test result is received by the Medical Review Officer (MRO), whichever is later. The employee will be returned to service with back pay for any days out of service if the outcome of the test(s) is negative. If the test is positive there is no back pay.

The required observations for controlled substances reasonable suspicion testing shall be made by a trained Fire Department supervisor which shall be a combination of two of the following individuals: Chief, Deputy Chief, or Assistant Chief. The Human Resources Director may also be one of the two observers. In all cases where an employee is subject to reasonable testing, an evidentiary report of reasonable suspicion must be completed and signed by a supervisor before the test results are released or within 24 hours of the observed behavior, whichever is earlier. Supervisory employees must receive at least one (1) hour on drug and one (1) hour on alcohol training in the physical, behavioral, and performance indicators of probably drug use if they will be determining when an employee is subject to testing based on reasonable suspicion under this section. All training will be documented.

All test results shall remain confidential with the testing agency and the Town. Whenever a member is subjected to testing under this subsection, the bargaining unit member may request the Union President or member of the Executive Board to accompany the member undergoing the testing.

Reasonable Suspicion Controlled Substances – The Town shall require an employee to submit to a controlled substances test when the employer has reasonable suspicion to believe that the employee has violated the prohibitions of this Article and Appendix F concerning controlled substances. The employer’s determination that reasonable suspicion exists to require the employee to undergo a controlled substances test must be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the employee. The observations may include indications of chronic and withdrawal effects of controlled substances.

Reasonable suspicion does not require certainty. Mere hunches or “gut feelings”, however, are not valid in making a reasonable suspicion determination. Hearsay accusation or unsupported allegations shall not be grounds for testing under this subsection. If supervisors with training in the identification of the signs and symptoms of drug and alcohol use reasonably conclude that there are objective facts indicative of use of drugs, this is sufficient justification for testing.

If a controlled substances test is required under this section and is not administered within 32 hours of the determination the employer shall cease attempts to administer a controlled substances test and shall prepare and maintain on file a record stating the reasons the test was not promptly administered.

Section 4.

Should the employee test positive, the employee shall be required to be evaluated by an Employee Assistance Program counselor; and, if needed, said employee shall be required to enroll in the approved Employee Assistance Program for the purpose of counseling, treatment, and other appropriate actions as selected by the counseling agency for the purpose of helping the employee deal with their problem. The employee shall be granted appropriate sick leave for the period of their treatment if necessary according to EAP. The employee will also be subject to random testing for one (1) year. Testing positive a second time during the first year may result in termination.

Section 5.

Refusal to submit to testing shall result in termination.

Section 6.

It is also realized that anyone knowingly bringing false charges against an individual or using this procedure for harassment or personal reasons will be subject to disciplinary action. Nothing shall prevent or prohibit any individual who is willfully, wantonly, or maliciously falsely accused from pursuing legal action against their accuser.

Section 7.

All testing shall be conducted in a manner that will ensure that the chain of custody has been maintained. All initial positive tests shall be verified by a confirming second test. There shall also be a split sample available for further verification by another laboratory under the chain of custody, and if necessary, it will be paid at the expense of the employee. All tests must be positive for a finding of a "positive". Any finding of a "negative" during any of the process, shall clear the employee. The method for testing of samples shall be performed by gas chromatography - mass spectrophotometry (GC-MS) tests unless another test is agreed to by both the Union and the Town. There shall be medical evaluation of each test result conducted by a toxicologist or physician prior to release.

Section 8.

Any disciplinary action taken under this Article including termination shall be in accordance with Articles IV and V providing that due process is adhered to and all tests indicate "positive" findings.

Section 9.

Indemnification/Hold Harmless. The Town shall indemnify the Union and hold it harmless against any and all claims, demands, law suits or other forms of liability that may arise out of, or by reason of, any action taken by the Town for the purpose of complying with the drug testing provisions of this Article and Article XXIX-A.

**ARTICLE XXIX-A
RANDOM DRUG TESTING PROGRAM**

The Town and the Union will adopt a random drug-testing program, which is attached as Appendix F. This random drug-testing program shall mirror the random drug-testing program used by the D.O.T. except where modified by this contract. Because the program is new, it will be tried for one (1) year after which the parties agree to a re-opener to negotiate any operational problems. If the parties cannot negotiate any problems that may arise, the issue(s) may be submitted to arbitration.

**ARTICLE XXX
DURATION**

Section 1.

This agreement shall take effect on July 1, 2018 and shall expire on June 30, 2022, except that the terms and provisions of this contract shall remain in force and effect until it is terminated, amended or modified under the provisions of the Municipal Employees Relation Act.

**ARTICLE XXXI
WELLNESS PROGRAM**

Section 1.

The Town shall provide each bargaining unit member an annual physical, conducted by a physician selected by the town, as required by the OSHA respiratory protection standard for persons that wear self contained breathing apparatus (SCBA). Failure to have the required physical may result in disciplinary action. In addition the parties agree to form a committee to look into adding other tests and screenings to the physical. Bargaining unit members will also be

fit tested annually for his/her SCBA face mask. Physicals will be conducted over two months, while the employee is on duty. An overtime engine will be hired to cover the shift of the employees receiving their physicals. If an employee is required to have their PPD test read on their off time, the Town agrees to pay the employee one hour at a rate of time and a half (any time in excess of one hour must be caused by the medical facility's delay and the employee must produce a note from the medical facility documenting the delay in order to be paid over one hour). If any employee is on leave or off duty during the entire two month period in which physicals are conducted, the employee will have their physical done on duty after they return. The Town will replace them on their shift.

ARTICLE XXXII MANAGEMENT RIGHTS

Section 1.

The parties agree that the Town has and will continue to retain, the customary rights, powers and authority of management, subject to and in accordance with the terms of this agreement and not inconsistent therewith to:

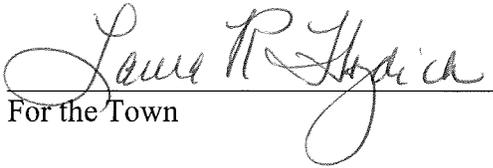
1. Determine the care, maintenance and operation of equipment and property used for and on behalf of the department.
2. The right to develop reasonable work rules, provided to the extent such rules, implicate mandatory subjects of bargaining, arbitration awards, agreements, or past practices they are negotiated with the Union prior to implementation and made known to all employees affected by them.
3. The right to assign work to employees consistent with the job descriptions negotiated with the Union .
4. The right to create new positions within the bargaining unit provided that the positions, wages, hours and other conditions of employment for these new positions are negotiated with the Union prior to implementation.
5. The right to establish methods and processes by which work is performed.
6. The right to maintain discipline and efficiency through fair and consistent enforcement of the aforementioned reasonable work rules.

Section 2.

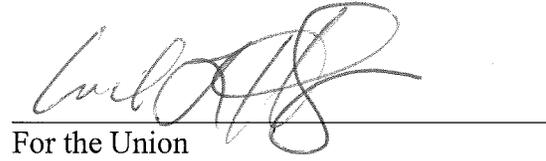
All other job benefits enjoyed by employees which are not specifically provided for or abridged in this contract are hereby protected by this contract.

No past practice shall apply to the Assistant Fire Chiefs based on their terms and conditions of employment prior to the Assistant Fire Chiefs joining the Union. The town agrees not to use this provision as a defense to the Assistant Fire Chiefs claim for Comp Time pending as of August 18, 2010, which the town disputes.

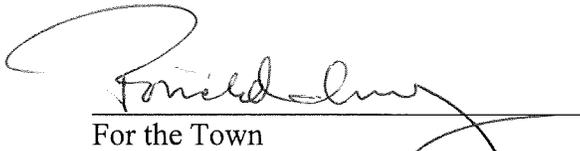
Done at Stratford, Connecticut this 21 day of September _____, 2018.


For the Town

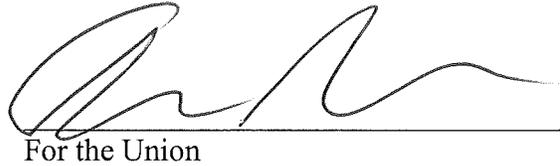
9/21/2018
Date


For the Union

9/21/2018
Date


For the Town

9/21/18
Date


For the Union

9/21/2018
Date

APPENDIX A
NEW CALLBACK/OVERTIME PROCEDURE

1. The callback/overtime list will be compiled by rank, shift, and seniority.
2. A bargaining unit employee member is eligible to work callback/overtime any time he/she is not scheduled to work his/her regularly assigned shift.
3. The callback/overtime list will start anew with the day shift on January 1st of each year. All bargaining unit members will start out even each year with zero (Ø) hours.
4. On January 1st of each year the callback/overtime list will begin with callback/overtime being assigned by seniority. Then as hours worked are accumulated callback/overtime will be assigned by the lowest hours. If the hours are equal callback/overtime will be assigned by seniority.
5. Bargaining unit employees will sign up for the shifts they are available to work callback/overtime for an eight (8) day period beginning and ending on the last day shift their shift is scheduled to work, or for the period starting at 1700 hours of that second day through the next ninety-six hours. Then again, (prior to 2000 hours of the first Night) for the *Day* between Nights, the *Day* after the second Night, the *Night* between Night and Days, and the *Night* between Days.
6. Bargaining unit members on each shift, in each station, will notify their lieutenant of the days and the shifts that they are available to work callback/overtime. These sign up lists will be completed and the information forwarded to headquarters on the shift's last day on, or prior to 2000 hours of the first Night on, to be posted there.
7. A bargaining unit employee may remove his/her name from the callback/overtime list for a shift without penalty provided they make notification prior to 05:45 hours for the day shift and 15:45 hours for the night shift.
8. A bargaining unit employee cannot add his/her name to the callback/overtime list for the eight (8) day period after 15:00 hours on their shift's last scheduled day shift or after 2000 hours of the first scheduled night shift.
9. The town will keep track of all hours of overtime a bargaining unit member works. The town will provide the headquarters lieutenant with a computer generated list, updated each shift, of all bargaining unit members, their phone numbers, their shift, their seniority and the number of hours of overtime they have worked during the current year in ascending order.
10. The person making callback/overtime will compare the list of overtime hours worked by bargaining unit members to the list of bargaining unit members that have signed up to work callback/overtime on a particular day and shift. The callback/overtime assignments

will be assigned by rank and by the lowest hours worked of those signed up for a particular day and shift. The person making callback will mark the sheet to indicate if the bargaining unit employee worked, refused, could not be reached, etc. and the number of hours they are charged.

11. If a bargaining unit member signs up to work callback/overtime on a particular day and shift and cannot be reached or contacted or refuses to accept the callback/overtime assignment, for any reason he/she will have the number of hours of overtime offered charged towards his/her total [twelve (12) hours for a full callback/overtime, four (4) hours for a partial callback/overtime, six (6) hours for half a day callback/overtime].
12. If enough bargaining unit members do not sign up to work on a particular day and shift bargaining unit members will then be called by shift according to the grid contained here in Appendix A of the contract. The calls will be made by shift, rank, and lowest hours. Every bargaining unit member that is called and cannot be reached, contacted, or refuses to accept the callback/overtime offered will have the hours charged towards his/her total [twelve (12) hours for a full callback/overtime, four (4) hours for a partial callback/overtime, six (6) hours for half a day callback/overtime]. This will not apply to bargaining unit members if they are on union business, off on an on the job injury, on light duty, or have already accepted callback/overtime.
13. All the sign up sheets and the computer generated sheets that are used to make the callback/overtime from, including those for the Assistant Chiefs, will be kept in a notebook, in order, in the Assistant Chief's office, and will be available to bargaining unit members whenever there is a procedural question about callback/overtime. These records will be kept for one additional year unless a grievance has been filed that concerns these records.
14. All hours of callback/overtime will be charged towards a bargaining unit member's total except for the time necessary to conclude an assignment that started prior to the conclusion of the employee's regular tour of duty. If the employee must remain, and is paid for four (4) or more hours he/she will then be charged the hours.
15. Since this is a new callback/overtime procedure both parties acknowledge that unforeseen problems will arise. The Chief and the Union President may correct any procedural problems by a letter of agreement.
16. Effective January 1, 2001: In the event that all of the EMT/MRT certified personnel are all off in a station on a shift, a vacant position may be filled in one of two ways; (1) If the shift is staffed above minimum manpower, the person(s) in the "traveler" position(s) will be sent from headquarters as the replacement; (2) If the shift is below minimum, the regular hiring practice may be suspended to hire the employee with EMT/MRT certification highest on the eligibility list for overtime (lowest hours worked).
17. No one shall work more than three consecutive shifts or 38 consecutive hours, at any time during the calendar year, other than in an emergency declared by the Chief, including

Assistant Chiefs. Or in the event that the entire callback list has been exhausted, and the probationary firefighters have been given the opportunity to work the shift.

18. A shift shall be defined as any consecutive part of a (10) hour day shift or a (14) hour night shift. If an employee is off duty for at least one half ($\frac{1}{2}$) of a shift and for Fire Suppression while the 24 hour shift is in effect, if the employee is off duty for at least one third ($\frac{1}{3}$) of a shift, then the time worked will no longer be considered to be consecutive.
19. Work shall be defined as a regular shift assignment, a callback assignment, or an exchange assignment. This doesn't include time held over to complete an assignment that began on the previous shift.
20. If a firefighter is called for a callback under the appendix, and such callback combined with previous shifts worked, or their next regular shift, will put them over the three consecutive shifts, then he/she will be considered ineligible for callback and not charged on the callback list.

CALL BACK PROCEDURE

1. In the event that there is a necessity for an Acting Assistant Fire Chief, the Headquarters Lieutenant will be given proper notice to ensure the position is filled in accordance with Article X Section 3. Sign up sheet for Assistant Chief remains in Assistant Chief's office.
2. The Town and the Union will establish a Sick Leave Review Committee. This committee will review all claims for sick leave covering ten (10) or more shifts at the request of the Chief. The Sick Leave Review committee shall consist of, for the Town, the Deputy Chief of Operations and the Deputy Chief of Fire Prevention, and for the Union, the President and Vice President. The Chief shall decide any issue in the event the two (2) Deputies are deadlocked after hearing the Union's presentation. All four appointed members of the Sick Leave Review Committee must be present at meetings to discuss and review sick claims exceeding ten (10) or more shifts, Upon review of sick leave claims, exceeding ten (10) or more shifts, the Town's appointed representatives may recommend that the employee be charged up to ninety-six (96) hours on the call back list, upon return to duty. This charge to the call-back list shall not be considered as discipline and is not grievable, although the Union may grieve any recordkeeping error as to whether the correct amount of hours were charged following the Committee's decision. Any additional sick time charge(s), for use of additional sick time, will only be incurred after an additional meeting(s) of the Sick Leave Review Committee and a recommendation of the Town's appointed representatives. Any additional charges applied will be in increments of 12 hours and may only be charged per incident. Any and all recommendations made by the representatives of the Town resulting in disciplinary action will be resolved through Article IV of the Collective Bargaining Agreement.
3. Calling shall be done at 3:45 p.m. for the night call back and 5:45 a.m. for the day call back.

4. Whenever an employee requests to cancel a compensatory day, such request will be denied if such cancellation would result in overtime work and staffing over the minimum manpower requirement.
5. When men are called for call back other than the designated time as specified in the contract, the only thing to be marked in the call book is a refusal or a "yes". If the man called is not home or no answer, nothing will be marked against his name. Designated times are 5:45 a.m. to 6:45 a.m. and 3:45 p.m. to 4:45 p.m.
6. When an employee is on the overtime list and knows that there will be overtime needed, which will cause him to be offered overtime, such employee may tell the officer in charge that he will accept such overtime assignment. That employee will be assumed to have been called and had accepted such overtime assignment. Should any employee who had so notified the Officer of accepting the overtime assignment and failed to report for such overtime assignment without previous to 3:45 p.m. to 5:45 am as the case may be, notifying the Officer of his inability to accept such previously agreed to overtime assignments, he shall forfeit the last two overtime assignments to which he may become entitled to.
7. Each employee on the overtime list may, in addition to his home number, list at any time, one additional phone number where he may be reached for overtime purposes during one (1) twenty four hour period and such number will be removed at the end of that twenty four hour period.
8. The designated hours for calling in for time off (vacation, H/C, sick, etc.) are 3:45 p.m. for the p.m. shift and 5:45 a.m. for the a.m. shift. In the event of an emergency after the designated hours, you must talk to a Chief Officer or if he is not available, the on duty Lieutenant at Company #1 and state the reason(s) for the emergency.
9. In the event that overtime is unable to be filled from the signup list as heretofore mentioned above, the department shall use the following grid and the old callback procedure when overtime is offered to employees who have not signed up on the list.

<u>Shift Working</u>	<u>Shift Call 1st</u>	<u>Shift Call 2nd</u>	<u>Shift Call 3rd</u>
A 1st Day	C	D	B
A 2nd Day	D	B	C
B 1st Day	D	A	C
B 2nd Day	A	C	D
C 1st Day	A	B	D
C 2nd Day	B	D	A
D 1st Day	B	C	A
D 2nd Day	C	A	B

A 1st Night	B	C	D
A 2nd Night	C	B	D
B 1st Night	C	D	A
B 2nd Night	D	C	A
C 1st Night	D	A	B
C 2nd Night	A	D	B
D 1st Night	A	B	C
D 2nd Night	B	A	C

APPENDIX B

LOCAL 998 STRATFORD FIRE UNION SALARY SCHEDULE * JULY 1, 2018 THROUGH JUNE 30, 2021

FIREFIGHTER - Pay Grade 14

Annual	Step 1	Step 2	Step 3	Step 4	Step 5	Incr %
7/1/2017	59,496.46	62,343.49	65,312.37	68,414.98	73,486.44	PRIOR
7/1/2018	60,983.87	63,902.08	66,945.18	70,125.35	75,323.60	2.50%
7/1/2019	62,508.47	65,499.63	68,618.81	71,878.48	77,206.69	2.50%
7/1/2020	64,071.18	67,137.12	70,334.28	73,675.44	79,136.86	2.50%
7/1/2021	65,672.96	68,815.55	72,092.64	75,517.33	81,115.28	2.50%

FIRE LIEUTENANT - Pay Grade 17

Annual	Step 3	Step 4	Step 5	Incr %
7/1/2017	74,981.30	78,443.50	83,919.15	PRIOR
7/1/2018	76,855.83	80,404.59	86,017.13	2.50%
7/1/2019	78,777.23	82,414.70	88,167.56	2.50%
7/1/2020	80,746.66	84,475.07	90,371.75	2.50%
7/1/2021	82,765.33	86,586.95	92,631.04	2.50%

LIEUTEUANT FIRE PREV - Pay Grade 17A

Annual	Step 3	Step 4	Step 5	Incr %
7/1/2017	80,109.48	83,742.62	89,401.02	PRIOR
7/1/2018	82,112.22	85,836.19	91,636.05	2.50%
7/1/2019	84,165.03	87,982.09	93,926.95	2.50%
7/1/2020	86,269.16	90,181.64	96,275.12	2.50%
7/1/2021	88,425.89	92,436.18	98,682.00	2.50%

CAPT/TRAIN OFFICER - Pay Grade CPT

Annual	Step 5	Incr %
7/1/2017	99,803.74	PRIOR
7/1/2018	102,298.83	2.50%
7/1/2019	104,856.30	2.50%
7/1/2020	107,477.71	2.50%
7/1/2021	110,164.65	2.50%

FIRE ASST CHIEF - Pay Grade AC

Annual	Step 1	Step 2	Step 3	Incr %
7/1/2017	95,299.50	100,327.86	106,531.09	PRIOR
7/1/2018	97,681.99	102,836.06	109,194.37	2.50%
7/1/2019	100,124.04	105,406.96	111,924.23	2.50%
7/1/2020	102,627.14	108,042.13	114,722.34	2.50%
7/1/2021	105,192.82	110,743.18	117,590.40	2.50%

* Salary increase calculations:

Current **annual** MUNIS salary table with **two** decimals

X salary increase %

= Updated **annual** MUNIS salary table with **two** decimals

= Updated corresponding **weekly** MUNIS salary table with **two** decimals

= Updated corresponding **daily** MUNIS salary table with **four** decimals

= Updated corresponding **hourly** MUNIS salary table with **four** decimals

APPENDIX C

Effective December 1, 1987, in accordance with Article XXIII, Section 7, of this Contract, the following longevity payments will be made. The date used to determine eligibility for longevity payments shall be December 31 of each year

Each employee who has:	Payment
a. More than eight (8) years or service	\$160.00
b. More than ten (10) years of service	\$310.00
c. More than eleven (11) years of service	\$370.00
d. More than twelve (12) years or service	\$430.00
e. More than thirteen (13) years of service	\$490.00
f. More than fourteen (14) years of service	\$550.00
g. More than fifteen (15) years or service	\$610.00
h. More than sixteen (16) years of service	\$650.00
i. More than seventeen (17) years of service	\$690.00
j. More than eighteen (18) years or service	\$730.00
k. More than nineteen (19) years of service	\$770.00
l. More than twenty (20) years of service	\$810.00
m. More than twenty-three (23) years of service	\$850.00

APPENDIX D

Only the following Letters of Understanding and Memoranda of Agreement remain in effect as of the Effective Date of this Contract:

December 18, 1986

March 22, 1988

November 8, 1988

August 22, 1986

January 29, 1986

Side Letter #6A (revised)

January 1, 1978

December 31, 1987

April 2, 2007

APPENDIX E
FIRST RESPONDER MEDICAL PROGRAM

The Town and the Union agree to the following provisions regarding the First Responder Program:

1. The Town will run four (4) initial training classes, one for each shift, for employees who volunteer to be certified as MRT's or EMT's. In addition, the Town shall run a recertification class in January or February following the biennial seniority bid process on each shift.
2. Any employee who misses recertification for reasons other than OJI, and is required to be certified, will be responsible for such recertification at no cost to the Town. Any training to become certified in the initial four certification classes, or any training related to recertification, that must be performed off Stratford Fire Department site, such employee shall either be granted time off to attend such training or be compensated by payment of overtime.
3. Effective March 2015, the town shall agree to pay stipends in the amount of Five Hundred (\$500) dollars for MRT certification and One Thousand Five Hundred Twenty Five (\$1,525.00) dollars for EMT certification payable January, 2015, for 2014, and thereafter as outlined below. Full stipends shall be paid for the years of implementation for those who served as EMTs and MRTs for that whole year. Those only serving for part of the year will have the stipends prorated. Said stipends shall be paid in January retroactive to the previous year. Thereafter stipends shall be prorated on a monthly basis and shall not be counted in any computations for pension purposes. Stipends shall be paid separately from the employee's regular pay.
4. All costs and fees for EMT/MRT training, or any other medical training necessary to maintain EMT/MRT certification shall be paid by the Town and shall not be deducted from what the employee(s) is allowed for schooling in Article XXIII Section 12 of this contract.

APPENDIX F

CONTROLLED SUBSTANCES PROGRAM FOR THE TOWN OF STRATFORD FIRE DEPARTMENT, RANDOM DRUG TESTING REQUIREMENTS AND PROCEDURES, AND EMPLOYEE ASSISTANCE PROGRAM

A. SCOPE AND OVERVIEW

In order to promote public safety, the Town of Stratford (herein Employer) tests all Fire Department Employees for the illegal use of controlled substances (herein “Drugs” or controlled substances”) in a variety of circumstances including random testing. This program is subject to a complex scheme of procedural safeguards. These policies and guidelines are formulated to protect the safety and security of the public, employees, facilities, and assets. This program mirrors many elements in the mandatory United States Department of Transportation drug-testing program.

Drug use has a significant negative impact on an individual’s health, work, and personal life. Performing a Safety-Sensitive Function significantly increases the risk to society, in general, when a Fire Department Employee has used Controlled Substances.

There are serious consequences in this program for individuals covered by this program who commit Prohibited Conduct events. Town reserves the right to select the laboratory.

B. IMPLEMENTATION DATE OF THIS PROGRAM

The implementation date of this program is (sixty) 60 days from the date this agreement is ratified by the Town Council of the Town of Stratford, or the Union whichever ratification is later.

C. DEFINITIONS

Confirmed Positive Drug Test Result means the result of a second analytical procedure, gas chromatography/mass spectrometry (GC/MS), to identify the presence of a specific drug or metabolite using the thresholds defined herein.

Controlled Substances (Drugs) are the following substances or derivatives thereof and the testing threshold levels are:

<u>Drugs</u>	<u>Threshold Level</u>
• Amphetamines	1000 nanograms
• Cocaine	300 nanograms
• Marijuana	50 nanograms
• Opiates	2000 nanograms
• Phencyclidine	25 nanograms
• Steroids	

Anabolic Androgenic Agents:

1-Testosterone &/or Metabolite/ 1-Androstendiol/ 1-Androstendione
Bolasterone Metabolite
Boldenone/ Boldione/ Quinbolone Metabolite
Calusterone Metabolite
Clenbuterol
Clostebol Metabolite
Danazol/ Ethisterone &/or Metabolite
Dehydrochloromethyltestosterone (DHCMT) Metabolite
Dihydrotestosterone/ Drostandiol &/or Metabolite
Desoxymethyltestosterone Metabolite
Drostanolone &/or Metabolite
Estra-4,9-dien-3,17-dione Metabolite
Fluoxymesterone Metabolite
Formebolone Metabolite
Furazabol Metabolite
4-Hydroxytestosterone/ Formestane Metabolite
6a-Methylandrostandione Metabolite
Mestanolone Metabolite
Mesterolone &/or Metabolite
Methandrostenolone (Methandienone, Dianabol) Metabolite
Methandriol &/or Metabolite
Methasterone Metabolite
Methenolone &/or Metabolite
Methylnortestosterone Metabolite
Methyltestosterone Metabolite
Methyl-1-testosterone &/or Metabolite
Mibolerone &/or Metabolite
Nandrolone/ 19-Norandrostandione/ 19-Norandrostandiol Metabolite
Norclostebol Metabolite
Norethandrolone/ Ethylestrenol Metabolite
Oxabolone Metabolite
Oxandrolone &/or Metabolite

Oxymesterone
 Oxymetholone Metabolite
 Prostanazol Metabolite
 Stanozolol Metabolite,
 Stenbolone &/or Metabolite
 Testolactone Metabolite
 Testosterone/ Androstendione/ Androstendiol/ DHEA (T/E Ratio >6)
 Trenbolone Metabolite

Masking Agents:

Probenecid
 Epitestosterone (> 200 ng/mL)

Expanded Opiate Panel Test (NON DOT)

DRUG CLASS CONFIRMATORY	INITIAL TEST LEVEL	CONFIRMATORY TEST LEVEL	METHOD
AMPHETAMINES	500 ng/mL		
AMPHETAMINE		250 ng/mL	GC/MS
METHAMPHETAMINE		250 ng/mL	GC/MS
COCAINE METABOLITES	150 ng/mL	100 ng/mL	GC/MS
MARIJUANA METABOLITES	50 ng/mL	15 ng/mL	GC/MS
MDA-ANALOGUES	500 ng/mL		
MDA		250 ng/mL	GC/MS
MDMA		250 ng/mL	GC/MS
OPIATES	300 ng/mL		
MORPHINE		300 ng/mL	GC/MS
CODEINE		300 ng/mL	GC/MS
HYDROMORPHONE		300 ng/mL	
HYDROCODONE			
OXYCODONES	100 ng/mL		
OXYMORPHONE		100 ng/mL	GC/MS
OXYCODONE		100 ng/mL	GC/MS
PHENCYCLIDINE	25 ng/mL	25 ng/mL	GC/MS

If the DOT's drug testing program changes the threshold level for positive tests for any of the drugs listed above, then this program and these testing procedures will automatically accept those changed levels.

Fire Department Employee means any person with the following job titles:

- Fire Fighter
- Lieutenant

- Fire Prevention Lieutenant
- Fire Training Captain
- Assistant Chief

Licensed Medical Practitioner means a person who is licensed, certified, and/or registered, in accordance with applicable Federal, State and local laws and regulations, to prescribe controlled substances and other drugs.

Prohibited Conduct means Fire Department Employee conduct that is prohibited in this program.

On duty means working at a fire station on an employee's regular work schedule or overtime work schedule, and includes working Fire Watch assignments.

Refusal to Submit (or Refuse to Submit) to a Drug test required by this program means that after a Drug test is required, a Fire Department Employee:

1. Failed to provide sufficient quantity of urine within the time limit under then-current regulations without a valid medical explanation;
2. Engaged in conduct that clearly obstructs the testing process;
3. Directly refused to take a Drug test;
4. Tampered with, adulterated, or attempted to adulterate the urine specimen provided;
5. Did not report directly to the collection site after notification and/or intentionally delayed the collection and/or testing process;

Safety Sensitive Function means any function performed by a Stratford Fire Department employee covered by this program while on duty regardless of location that effects the employees and the safety of Stratford Fire Department vehicles.

Substance Abuse Professional means a licensed physician (Medical Doctor or Doctor of Osteopathy), or a licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission) with knowledge of and clinical experience in the diagnosis and treatment of controlled substances-related disorders or other category of FHWA approved professionals. Normally SAPs will be provided by the Town's EAP program.

Verified Negative Drug Test Result means the final Drug test result after the MRO has reviewed the confirmed result received from the DHHS certified laboratory. A Verified Negative Drug Test Result may result from a Confirmed Positive Test Result (from the laboratory) with a valid reason acceptable to the MRO or a Confirmed Negative Test Result (from the laboratory) that is also acceptable to the MRO.

Verified Positive Drug Test Result means the final Drug test result after the MRO has reviewed

the confirmed positive result received from the DHHS certified laboratory which does not have a valid reason acceptable to the MRO.

D. PARTICIPATION AS A REQUIREMENT OF EMPLOYMENT

Participation in this mandated Drug testing program is a requirement of employment for a Fire Department Employee.

E. CERTIFICATE OF RECEIPT

Each Fire Department Employee must sign a statement certifying that he/she has received a copy of these materials.

F. CHANGING FHWA REGULATIONS

This program is intended to mirror FHWA and other DOT regulations which change from time to time and it is the Town's intent to negotiate with the Union any new requirements as they become effective. Any changes which relate to drug testing procedures, laboratory certification and inspection procedures, drug testing thresholds, etc. will be negotiated with the Union.

G. PROHIBITED CONDUCT

Listed below is conduct that is prohibited by this program. (There are consequences for Prohibited Conduct.) See Section: *Consequences of Prohibited Conduct Events*.

1. REFUSAL TO SUBMIT

No Fire Department Employee shall Refuse to Submit to a Drug test required in this program (see definition of "Refusal to Submit").

2. VERIFIED POSITIVE CONTROLLED SUBSTANCES TEST RESULTS

No Fire Department Employee shall report for duty or remain on duty requiring the performance of a Fire Fighting Function when the Fire Department Employee has a Controlled Substance test under this program with a verified positive test result. The use of Controlled Substances, except for marijuana, is permitted when a licensed medical practitioner has advised the Fire Department Employee that the substance does not adversely affect the Fire Department Employee's ability to safely conduct fire-fighting duties.

H. TESTING PROCESS INTEGRITY, SAFEGUARDING THE VALIDITY OF THE TEST RESULTS, AND ENSURING THAT TEST RESULTS ARE ATTRIBUTED TO THE CORRECT FIRE DEPARTMENT EMPLOYEE

The specific provisions of this controlled substance drug testing process will be conducted in accordance with 49 CFR (Congressional Federal Record) Part 40 wherever possible. The Federal Custody and Control Form will be replaced with a non-federal version since the federal form can only be used in federally mandated programs. Some of the protective elements under these

regulations are listed below.

The actual Drug test analysis will be conducted only at laboratories that are certified by the Department of Health and Human Services (DHHS). The Town of Stratford and vendors utilized in connection with Drug testing will comply with all Federal Highway Administration regulations intended to ensure the accuracy and confidentiality of test results and the fair and respectful treatment of persons being tested. There are various testing result thresholds (Section C) for the presence of Controlled Substances before they will be reported as a confirmed positive to the Medical Review Officer (MRO).

A urine specimen which is identified as positive on an initial screening test will be confirmed using gas chromatography/mass spectrometry (GC/MS) techniques before results are sent by the laboratory to the MRO.

The lab (the Town of Stratford's present drug testing vendor) sends known positive and negative drug specimens to the laboratories used in a "Blind Specimen" program on behalf of the Town of Stratford to periodically test the quality control and integrity of the laboratory.

Urine will be collected by DOT approved collection procedures. Individuals are in direct visual contact with their urine specimen container until the collection process is complete. There are tamperproof seals on the collection containers, initialed by the donor, along with chain of custody paperwork.

There is a rigorous "chain of custody" process that directly follows a specimen from initial collection through final testing. If there are unrecoverable irregularities in this process, the test is declared a "broken chain of custody" and it is canceled.

All individuals who are tested must be identified via picture identification or by authorized Town of Stratford personnel to ensure that the individual tested is the correct person. An individual's employee number is used to track the testing process.

The split specimen testing option process, which must be completed if requested by the Fire Department Employee, provides significant additional security.

I. CIRCUMSTANCES FOR DRUG TESTING

Fire Department Employee must submit to approved Drug tests in the circumstances listed below. A Fire Department Employee is subject to Drug testing at any time while on the job. When notified, Fire Department Employee must proceed directly to the collection site accompanied by an Assistant Chief, Deputy Chief or Chief.

A Fire Department Employee may select a laboratory for testing a split sample Drug test, provided the laboratory so selected is a DHHS certified laboratory and complies with the requirements of FHWA regulations.

1. **Random.** Fire Department Employees on duty are subject to unannounced random selection for Drug testing. The initial random selection procedure is "random with replacement". A

characteristic of this type of random selection is that a Fire Department Employee may be tested multiple times during any given year. In fact, due to the “luck of the draw”, some individuals will be selected multiple times in a year. Under this initial random selection procedure, prior random selections does not impact the chances of random selection in any random selection procedure. The maximum number of random drug tests shall be equal to the total number of budgeted positions of professional firefighters on July 1st of each fiscal year. All random selections will be conducted by a Town selected laboratory. Example, (90 budgeted positions of professional firefighters = 90 random tests during the following calendar year.)

2. Return-to-Duty. After a Prohibited Conduct Event, a Fire Department Employee must have a return-to-duty test with a Verified Negative Result before he/she can resume Safety-Sensitive Functions for the Town. A Return-to-Duty Drug test is required after an evaluation by a Substance Abuse Professional (SAP) and the Fire Department Employee must meet or complete treatment and education required by the SAP, if any. To pass, a Drug test must have a verified negative result. Without a negative test result, that Fire Department Employee is not medically qualified to continue to perform Safety-Sensitive Functions.

The Town has a time limit for the Fire Department Employee to obtain a successful return-to-duty test result otherwise he/she may be terminated. The time limit is listed below from the time the MRO, or Town contacted the Fire Department Employee reporting the positive test result, or if not related to a positive test result, from the time the Fire Department Employee engaged in a Prohibited Conduct Event. Under any circumstance, when a Fire Department Employee requires treatment, he/she has five (5) days after completing inpatient treatment required by the SAP to obtain a successful return-to-duty test result.

Marijuana 40 days

Opiates, Cocaine, Phencyclidine, Amphetamines 7 days

3. Follow-up. Following successful return-to-duty testing after a Prohibited Conduct event, a Fire Department Employee who has been determined by a Substance Abuse Professional to need assistance relating to Controlled Substances must be placed in a follow-up testing program. As required and defined by a Substance Abuse Professional and the EAP Program, Fire Department Employee needing assistance must have a minimum of six (6) follow-up tests within twelve (12) months after returning to duty. There is no limit to the number and frequency of the follow-up tests. Upon successful completion of the twelve (12) month time period following their return to duty, such employee shall be subject to the department’s regular drug testing program, and shall remain on probation until completion of five (5) full years following the return to duty. Any verified positive test during the probationary period shall result in the immediate termination of employment.

J. COLLECTION PROCEDURES

Approved collection procedures to meet DOT requirements may change from time to time, provided there is notice to the Union of such change. This program will utilize an off site collection facility.

Upon notification, a Fire Department Employee will be required to proceed to the assigned collection site without delay and with appropriate identification. A Fire Department Employee may be identified by an Assistant Chief, Deputy Chief or Chief. A Fire Department Employee may also be identified by authorized Town personnel.

Collection procedures will be used to collect urine specimens for Drug tests will follow 49 CFR Part 40 requirements.

As required or permitted in certain specific situations, which may be changed from time to time by 49 CFR Part 40, relating to suspected specimen adulteration, prior positive drug test results, specific gravity and creatine level outside of a specified range, or temperature outside of an acceptable range, a directly observed collection by a same sex collector will be required or permitted.

In insufficient quantity situations (less than the minimum required amount of urine) the insufficient quantity specimen must be discarded and a new collection will be initiated. During the collection process, Fire Department Employee may only consume fluids in permitted quantities which will be reasonably distributed throughout the allowed waiting period. Fluids must be consumed as directed otherwise it will be considered to be interfering with the collection process which is a Refusal to Submit.

K. SPLIT SPECIMEN COLLECTIONS

Following approved procedures, a urine specimen will be split into two portions, a primary specimen, and a split specimen. This requirement provides an additional level of protection for the Fire Department Employee.

L. OPPORTUNITY FOR A SPLIT SPECIMEN TEST

After a verified positive Drug test result, the Medical Review Officer (MRO) will notify the Fire Department Employee of his/her option to have the split specimen portion tested under the applicable regulations at a second DHHS certified laboratory. The Fire Department Employee may select the DHHS certified laboratory used to test the split specimen.

This option cannot be selected after (seventy-two) 72 hours from the time of notification by the MRO unless there is significant reason acceptable to the MRO why the Fire Department Employee was delayed. If the split test option is selected, the Fire Department Employee must verbally notify the MRO of the request for the split specimen test and send written notification of the request to the Medical Review Officer. The Fire Department Employee must provide a copy of this request to the Drug Program Manager.

The thresholds of reconfirmation of the presence of a prohibited substance will be as mandated by the DOT. Presently, there is no threshold and any detectable presence of any drug will reconfirm the positive drug test result. See Section: *Financial Issues for the Fire Department Employee*.

A request for a split specimen test will not delay any administrative actions.

After a positive Drug test result, there is no opportunity to have a second collection. The only option for a Fire Department Employee, is to have the split portion of his original specimen tested for controlled substances.

M. TESTING PROCEDURES

A split specimen urine sample is sent to a DHHS certified laboratory with the chain of custody paperwork to be tested for Controlled Substances. (See Section: *Testing Process Integrity, Safeguarding the Validity of the Test Results, and Ensuring That Test Results are Attributed to the Correct Fire Department Employee*)

N. MEDICAL REVIEW OFFICER

The program will utilize a Medical Review Officer (MRO) certified by the American Association of Medical Review Officers, who is a licensed physician (medical doctor or doctor of osteopathy) and has appropriate knowledge and medical training to interpret and evaluate a Fire Department Employee's confirmed positive test result together with his or her medical history and any other relevant biomedical information. The MRO's responsibility will include a review of the laboratory's "chain of custody" documentation to ensure that it has properly tracked the handling and storage of the urine specimen.

Before determining that a confirmed positive test result is a verified positive, a canceled test, or a verified negative test result, the MRO will rule out alternate medical explanations through review of the tested Fire Department Employee's medical records, and will give the Fire Department Employee an opportunity to discuss the test result.

If after making all reasonable efforts and documenting them, the MRO is unable to reach the Fire Department Employee directly, the MRO shall contact a designated management official who shall attempt to contact the Fire Department Employee. If it becomes necessary to reach the Fire Department Employee through the designated management official, the designated management official shall employ procedures that ensure, to the maximum extent practicable, the requirements that the Fire Department Employee contact the MRO is held in confidence. It is the Fire Department Employee's responsibility to contact the MRO within 24 hours after receiving a message from the MRO or a designated Town official to return a telephone call. Failure of the Fire Department Employee to contact the MRO within this time frame may result in a final determination of the result of the confirmed positive drug test as a verified positive drug test, without input from the Fire Department Employee. If after making all reasonable efforts, the designated management official is unable to contact the Fire Department Employee, the Town may place the Fire Department Employee on temporary sick leave.

The MRO may verify a test as positive without having communicated directly with the Fire Department Employee about the test in three circumstances.

1. The Fire Department Employee expressly declines the opportunity to discuss the test;

2. Neither the MRO nor the designated Town representative, after making all reasonable efforts) has been able to contact the Fire Department Employee within fourteen (14) days of the date on which the MRO receives the confirmed positive test result from the laboratory;

3. The designated Town representative has successfully made and documented a contact with the Fire Department Employee and instructed the Fire Department Employee to contact the MRO and more than five (5) days have passed since the date the Fire Department Employee was successfully contacted by the designated Town representative.

If a test is verified positive under the circumstances specified above, the Fire Department Employee may present to the MRO information documenting that serious illness, injury, or other circumstances unavoidably prevented the Fire Department Employee from being contacted by the MRO or designated Town representative or from contacting the MRO within the times provided. The MRO, on the basis of such information, may reopen the verification, allowing the Fire Department Employee to present information concerning a legitimate explanation for the confirmed positive test. If the MRO concludes that there is a legitimate explanation, the MRO declares the test to be negative.

O. REFERRAL FOR SAP EVALUATION AND TREATMENT

If a Fire Department Employee engages in a Prohibited Conduct Event (defined herein), he/she must have an evaluation by a Substance Abuse Professional (SAP). SAPs will be provided by Town's EAP program. This evaluation will determine whether the Fire Department Employee needs assistance resolving problems associated with Drug use. The Fire Department Employee must meet the treatment and education requirements defined by the SAP. If an in-patient treatment program is required, the Fire Department Employee must complete the treatment before being eligible to return to duty. If any outpatient treatment is prescribed, the Fire Department Employee must meet the treatment requirements even if returned to duty. If a Fire Department Employee is permitted to return to duty before completing any outpatient treatment and/or educational activities, he/she must fully cooperate with the ongoing program. A Fire Department Employee may not select the Substance Abuse Professional, and second opinions are not permitted.

P. RECORDS

All Drug test results as well as related medical records and information will be maintained in a confidential manner and released only as permitted by 49 CFR Parts 382 and 40. Their disclosure shall be strictly limited to those with a need to know, and the Fire Department Employee will be provided with the names of any agency or person who may receive said medical records and information. Each Fire Department Employee will have the right to have a copy of his/her Drug test result upon written request. In addition, the Town shall notify all Fire Department Employees of all inquiries by any agency or person who has requested copies of medical records and information.

Q. OTHER PROGRAM REQUIREMENTS

If the Fire Department Employee does not fully cooperate with the SAP or the MRO including,

but not limited to, meeting any required education and treatment, whether in-patient or out-patient, the Fire Department Employee will be subject to discipline up to and including termination.

1. **Notification of Valid Prescriptions for Controlled Substances** - As permitted by DOT regulation, if any Controlled Substances are prescribed for medical purposes by a licensed medical practitioner, that practitioner must certify in writing to the then-current Drug Program Manager at Employer, the Fire Department Employee's fitness for fulfilling the responsibilities of Safety-Sensitive Functions prior to performing these activities.

2. **Medical Marijuana** - Employees with a prescription for medical marijuana under Conn. Gen. Stat. §21a-408 et. seq. must present a valid registration certificate from the State Department of Consumer Protection and any other related documents including a physician's certification under paragraph 1 above to the then current Drug Program Manager of Employer.

R. CONSEQUENCES OF PROHIBITED CONDUCT EVENTS

First Prohibited Conduct Event

There are specific consequences for all events of Prohibited Conduct, which will occur before a split specimen test request, if any. A request for a split specimen test after a verified positive Drug test result will not delay the consequences. The Fire Department Employee will:

1. Be removed from duty and placed on sick leave.
2. Be referred to a Substance Abuse Professional (SAP) for an evaluation to determine what assistance, if any, the Fire Department Employee needs in dealing with Drug use.
3. Be required to meet or complete prescribed treatment defined by the Substance Abuse Professional, if any.
4. Be required to pass a return-to-duty drug test before Safety-Sensitive Functions are resumed.
5. Be placed in a follow-up testing program and to meet the requirements of this follow-up program.
6. Be placed on probation for five years from the date of the *Prohibited Conduct* event.

During any treatment program, the Fire Department Employee may be required to perform light duty assignments by the fire department that are not of a safety-sensitive nature. At this time the Fire Department Employee will not be available for fire fighting activities.

If a split specimen test is requested (after a positive Drug test only), and is not conducted or it fails to re-confirm the initial test result, the initial verified positive test result is canceled and all consequences against the Fire Department Employee will be stopped and the employee shall be made whole.

If any Fire Department Employee does not fully co-operate with the SAP or the MRO, including, but not limited to, meeting any required education and treatment, whether in-patient or out-patient, the Fire Department Employee will be subject to discipline up to and including termination.

On A Second Prohibited Conduct Event Result
(Two Strikes and you are Out)

In all events, after a second Prohibited Conduct Event, if the Fire Department Employee either: (1) does not request a split specimen test within the time frame allowed, or (2) the requested split specimen test reconfirms the verified positive result, the employee will be terminated. If the Fire Department Employee requests a test of the split specimen, the Fire Department Employee will be placed on a leave of absence until the split specimen testing is completed.

S. FINANCIAL ISSUES FOR THE FIRE DEPARTMENT SAFETY SENSITIVE EMPLOYEE

1. Cost of Medical Opinion for Shy Bladder (Town of Stratford responsible for cost) - If a Fire Department Employee needs to get a medical opinion in a shy bladder situation, this shall be conducted at the expense of the Town.

2. Leave of Absence (Unpaid Leave of Absence) - If a Fire Department Employee is placed on sick leave and shall exhaust his/her sick days, the Fire Department Employee may use any vacation or compensatory time, or may be placed on light duty, if approved by the SAP and/or MRO, or may be placed on an unpaid leave of absence, until the Fire Department Employee has met all requirements to return to duty.

3. Cost of Split Specimen Test (Town of Stratford responsible for cost) - If the Fire Department Employee requests the split specimen portion of urine be tested, it will be at the expense of the Town of Stratford.

4. If Split Specimen Test Does Not Reconfirm Positive Test Result (Town of Stratford responsible for back pay) - If a split specimen test is performed and that test result does not reconfirm the positive test result, the initial test result will be canceled, any sick days, vacation days, or compensatory days used will be restored, and back pay will be provided if the Fire Department Employee was placed on an unpaid leave of absence.

5. Substance Abuse Professional Services/EAP (Town of Stratford responsible for first SAP evaluation) – The Town of Stratford will be responsible for the expense of the Substance Abuse Professional services to determine if the Fire Department Employee needs assistance resolving problems associated with Drug Use, follow-up test monitoring, and additional required SAP services after completion of a treatment program, if any, after a First Prohibited Conduct Event.

6. Cost of Treatment (Fire Department Employee responsible for cost not covered by insurance) - If required by the SAP, Fire Department Employee will be responsible for the expense of any treatment not covered by insurance.

7. **Cost of Return-to-Duty Test(s) and Follow-up Test(s)** - (Town of Stratford responsible for cost) - Town of Stratford will be responsible for the expense of return-to-duty and follow-up Drug tests after prohibited conduct events.

8. **Cost of Follow-up Tests** (Town of Stratford responsible for cost) - If required, the cost of all follow-up tests will be at the expense of the Town.

T. EMPLOYEE ASSISTANCE PROGRAM

An Employee Assistance Program provided by the Town of Stratford to all Fire Department Employees. Any such Fire Department Employee who believes that he or she may have a drug dependency problem is urged to call Family Services Woodfield in confidence, and without charge, for services, advice, and appropriate referrals.

U. IDENTITY OF CONTACT PERSON

The individual listed below is designated as Employer contact to answer questions about this program and the program in general. In his/her absence, please contact the then current or acting Drug Program Manager:

Town of Stratford
Director of Human Resources

**ADDITIONAL DRUG
PROGRAM INFORMATION**

The following additional information is provided to *Fire Department* Employee regarding the Drug Testing Program.

The Drug Program For Fire Department Employee

The Drug Program for Fire Department Employee defines many important details in the program. Drug testing situations, consequences for testing positive, etc. The program describes important issues as to how the program affects Fire Department Employee.

Drug Program Manager

Employer will have an individual identified as the Drug Program Manager. He/she is the individual the Fire Department Employee will contact regarding questions the Fire Department Employee may have regarding the program and other issues relating to the Drug testing program.

Available Methods Of Dealing With A Co-Worker's Drug Problem

When you suspect that a co-worker has a problem with Controlled Substances, you may contact the Drug Program Manager listed in this program in strict confidence.

If you suspect a co-worker (Fire Department Employee) is impaired by Controlled Substances while on the job, you should contact your immediate supervisor.

Confidentiality

All Drug test results will be filed separately from personnel and medical records and kept confidential under lock and key. The Town Personnel Department will be responsible for keeping these records confidential.

Collection Site(s)

The Town has one or more assigned collection sites for Drug testing. The Town will also have an assigned after hours collection procedure.

Shy Bladder

If a Fire Department Employee fails to provide an adequate amount of urine at a collection site, the collector will note that fact in the Remarks section. After notification of this event, the Drug Program Manager shall direct the Fire Department Employee to obtain, as soon as practical after the attempted provision of urine an evaluation from a Licensed Medical Practitioner who is acceptable to the employee concerning the Fire Department Employee's medical inability to provide an adequate amount of urine. If the physician determines that there was a reasonable reason for the shy bladder, this information shall be provided to the employer's MRO and the MRO is responsible for making a final determination. If there is an acceptable reason the MRO will notify the Town in writing, and the test will be canceled. Otherwise, the test will be recorded as a "refusal to submit".

Refusing A Drug Test

A refusal to submit will be documented and shall have the same consequences as a verified positive test result. There are other events that are considered to be a test refusal, such as failure to report to the collection site in a timely manner. If there is a problem with a timely arrival at the collection site, Employer may find it necessary to contact the collector directly at the site.

Random Testing

Random selections performed by the lab are without bias and without input from the Town. Individuals selected for random testing, as well as testing dates, are unannounced and are with unpredictable frequency throughout the year. At each draw, each pool member has an equal chance of being selected for testing, independent of prior actual selections. As a practical matter relating to random selections, certain individuals will be selected multiple times and others very infrequently, if at all over a period of years. This does not indicate a bias for a specific individual. This is a statistical characteristic of randomness. Individuals, even those who are selected as many as four times in a year, should understand that they are not identified in any way to have a higher probability of actual selection. After a Fire Department Employee is selected randomly, his or her name is returned to the pool for possible future selection and the chance of being selected in the future will not be changed.

Notification of Random Selections

Once a Fire Department Employee is notified, he/she shall immediately proceed to the collection site accompanied by an Assistant Chief, Deputy Chief or Chief. The Town will compare the time of notification with the collection time to verify if the Fire Department Employee proceeded as directed.

When A Fire Department Employee Is Sent Out For A Drug Test

The Drug Program Manager should call the collection site to schedule an appointment for the Drug test. The selected Fire Department Employee must have the following information before he/she goes to the site:

- A custody and control form (the large laboratory form)
- A picture ID acceptable to the collection site
- Directions to the collection site
- In the case of a “shy bladder,” the Fire Department Employee will have to wait as long as three hours at the collection site after the failure of the first attempt until he/she can provide an adequate urine specimen. After that period, he/she must provide a valid medical reason for the shy bladder which must be substantiated by a medical doctor and verified by the MRO.

Collection Responsibilities of the Fire Department Employee

When a Fire Department Employee has been sent for a Drug test, he/she must cooperate throughout the testing procedures. The Fire Department Employee is to follow the following guidance:

- Proceed immediately to the collection site upon notification.
- Have available and provide photo identification.
- Cooperate with the collector
- Complete and sign all forms when required by applicable regulation.
- Remain at the collection facility until the collection process is completed and the collector has told you that you may leave.
- Do not interfere with the collection procedure, or cause damage to the collection equipment.
- Immediately object to the collector if you feel the collection/test did not meet DOT requirements.

Controlled Substances Testing

- Remove any unnecessary outer garments such as a jacket or coat.
- Personal belongings (Purse, briefcase, etc.) are to remain with the outer garments (you may request a receipt). You may keep your wallet.
- Show the collector items in your pockets, or other unexplained bulges, if the collector requests you to.
- Do not attempt to adulterate or substitute a specimen.
- Wash and dry your hands immediately prior to providing a specimen.
- After washing your hands, you are to remain in the presence of the collection site person and shall not have access to any water fountain, faucet, soap dispenser, cleaning agent, etc.
- Provide your urine specimen as directed.
- Provide at least 45 ml of urine into a provided specimen bottle or container capable of holding at least 60 ml within the time limit unless there is a valid medical explanation.
- Do not flush the toilet until requested to do so by the collector.
- Observe the collector pour the urine into two specimen bottles (if a collection container was used). A minimum of 30 ml will be poured into the primary specimen bottle and a minimum of 15 ml into the other bottle. If a specimen bottle is used as the collection container, the collector will pour a minimum of 15 ml into the second bottle (to be used as the split specimen), leaving a minimum of 45 ml in the original bottle.

- To drink fluids (up to 40 oz) that are reasonably distributed over a period of time not to exceed three hours if an inadequate amount of urine is not initially provided (less than 45 ml). The collector shall discard the original specimen.
- In specific situations, as permitted by DOT regulation, you may be required to submit to an observed urine collection by a same-sex collector.

Split Urine Samples & Spilt Specimen Testing Option

All urine samples will be collected utilizing the split sample method. If a Fire Department Employee has a verified positive Drug test result after Medical Review Officer (MRO) review, the Fire Department Employee will have the option to have the split specimen portion tested at another DHHS certified laboratory. It is important to consider that there are thresholds for the presence of controlled substances in the initial and confirmation tests. However, for the test of the split specimen, any detectable presence at all will confirm the result. This is a protective option for the tested individual, if the Fire Department Employee truly believes that an error has been made.

Information Concerning the Effects of Controlled Substances Use on an Individual's Health, Work and Personal Life

The impact of Drug use in the workplace is more than just causing harm to the health and safety of the Fire Department Employee. Drug use decreases the Fire Department Employee's performance and the performance of co-workers who rely on that Fire Department Employee. Impaired judgment, carelessness, and lack of coordination cause more accidents, which put the safety and lives of the Fire Department Employee and co-workers at risk. Co-workers may become frustrated trying to help the Fire Department Employee by covering up, taking on additional work, or lending the Fire Department Employee money. The result of this frustration is decreased morale and distrust as co-workers become tired trying to help and supervisors become suspicious of increased absenteeism, tardiness, lowered job efficiency, etc.

Controlled Substances and Their Effects

Substance abuse is a national problem that negatively impacts every American. It not only affects individual users and their families, but it also presents new and increasing dangers in the workplace. One in six working Americans has a Drug related problem. Employees who use Controlled Substances are 33% less productive, 500% more likely to be involved in an on-the-job accident, 500% more likely to file a worker's compensation claim, 250% more likely to have an absence exceeding eight days, significantly more likely to be involved in employee theft, and 360% more likely to injure themselves or another person in the workplace.

Drug use can lead to a series of costly and potentially dangerous problems in the workplace, including:

- *Absenteeism* - Tardiness and excessive use of sick leave.
- *Staff Turnover* - Substance-abusing employees have disorganized lives. Many quit rather than face detection. Others transfer or are fired because of poor or unsafe performance.
- *Lower Productivity and Work Quality* - Substance-abusing employees perform at about two-thirds of their actual work potential. Shoddy work, rework and material waste may be evident. For *Fire Department* Employee, decreased mental and physical agility and concentration causes increased cargo damage or passenger complaints, missed schedules, incomplete or lost

shipments and more traffic accidents.

- *Equipment Breakdown* - Again, substance-abusing employees often do not maintain their equipment, either because they have lost interest in their job, or look forward to having equipment declared out of service as a means of avoiding work.
- *Poor Morale* - Chronic substance abusers create poor morale in the workplace. Non-Drug using employees often view them as poor team workers and a hazard to the safety of others.
- *Increased Accidents and Near Misses* - Substance abusers are 3.6 times more likely to be involved in an accident. Even small quantities of Controlled Substances in the system can cause a deterioration of alertness, clear-mindedness and reaction time.

Form Number DA-4-TS

**ACKNOWLEDGMENT OF RECEIPT AND REVIEW OF THE CONTROLLED
SUBSTANCES PROGRAM FOR TOWN OF STRATFORD FIRE DEPARTMENT**

I acknowledge that I have received and read a copy of the Controlled Substances Program for the Town of Stratford Fire Department (including amendments, if any). I also acknowledge that I have received educational materials that explain Employer's procedures with respect to this drug testing program

Program date: _____

Amendment date: _____

Date reviewed by Fire Department Employee: _____

Print Full Name: _____

Signature: _____

APPENDIX G
REIMBURSEMENT ACCOUNT “RA” PLAN

Town will make an I.R.C Section 125 plan available to all employees.

Effective April 1, 2004, the Town will establish a Reimbursement Account Plan (the “RA” Plan” for the purpose of enabling eligible employees to divert a portion of their gross salaries, prior to reduction for federal income taxes, by the minimum and maximum amounts allowed by law per Plan Year for Health Reimbursement, and by the minimum and maximum amounts allowed by law per Plan Year for Dependent Care, into an account from which, during the course of the Plan Year, they can be reimbursed for Health Care costs and Dependent Care costs they or their covered dependents incur which are not covered by the Medical or Dental Plans described in this collective bargaining agreement, including but not limited to their share of the premium costs for such Plans. The following provisions will apply:

(a) Each employee desiring to participate in the “RA” Plan must apply for participation and enroll by submitting completed forms provided by the Town 30days prior to January 1st of each Plan Year in which he/she desires to participate.

(b) Each employee accepted as a participant in the “RA” Plan must, 30 days prior to January 1st, inform the Town in writing of the amount he/she wishes to contribute to the Account during the Plan Year. (The minimum and maximum contributions shall be the amounts established by law for such contributions) Said payments shall be divided by the number of payroll periods scheduled for the Plan Year to determine the amount to be deducted from each paycheck during the Plan Year.

(c) As a condition precedent to the establishment of an account under the “RA” Plan, the employee must submit to the “RA” Plan Administrator, on forms approved by the Town, written authorization for the Town to deduct from his/her salary, the amounts to be diverted to his/her “RA” Plan Account, which shall be the same amount from each paycheck issued during the Plan Year.

(d) If employment terminates for any reason while he/she is a participant in the “RA” Plan, the employee will be permitted to withdraw the unencumbered balance from his/her “RA” Plan Account.

(e) Unexpended balances in each “RA” Account at the end of each Plan Year will be forfeited in accordance with legal requirements. The “RA” Plan will be governed by the terms of the “RA” Plan description. It is intended that the “RA” Plan shall be interpreted, whenever possible, to comply with such terms of the Internal Revenue Code. In the event the “RA” Plan Administrator determines, before or during any Plan Year, that the “RA” Plan may fail to satisfy any non-discrimination requirement if imposed by the Code or limitation on benefits to certain participants, the “RA” Plan Administrator shall take such action as he/she deems appropriate under the rules uniformly applicable to similarly situated participants. At this time the “RA” Plan as outlined meets all code requirements.

**APPENDIX H
MEDICAL PLAN SUMMARY**

High Deductible Health Plan
HDHP - \$2,000 Single / \$4,000 Family

In-Network

Deductible	\$2,000 Single and \$4,000 Family
Coninsurance	0% after deductible
Maximum Coinsurance	\$3,000 Single and \$6,000 Family
Maximum Out of Pocket	\$5,000 Single and \$10,000 Family
In-Network Benefits	
Office Visit	100% after Deductible
Preventive Visit	100% covered
Hospital	100% after Deductible
Out Patient Facility	100% after Deductible
Emergency Room	100% after Deductible
Urgent Care	100% after Deductible
Home Healthcare	300 visits 100% after Deductible (Limited to 120 visits home health aid)
Physical Therapy / Occupational Therapy / Chiropractic	100% after Deductible (90 visit maximum)
Speech Therapy	100% after Deductible (75 visits)
Allergy Injections	100% after Deductible (Unlimited)
Diagnostic Testing	100% after Deductible
High Cost Diagnostic	100% after Deductible

Out of Network

Deductible	\$2,000 Single and \$4,000 Family
Coinsurance	20% after deductible
Maximum Coinsurance	\$3,000 Single and \$6,000 Family
Maximum Out of Pocket	\$5,000 Single and \$10,000 Family

Prescription

Rx copay after Deductible effective 7/1/2016 plan year	
Retail Generic (30 day)	\$5 after deductible
Tier 1 Brand (30 day)	\$25 after deductible
Tier 2 Brand (30 day)	\$40 after deductible
Retail Generic (90 day)	\$10 after deductible
Tier 1 Brand (90 day)	50 after deductible
Tier 2 Brand (90 day)	\$80 after deductible

APPENDIX I



Stratford Town Hall, 2725 Allen Street, Stratford, CT 06615
Phone: 203-385-4007 • Fax: 203-385-4037
www.townofstratford.com



DEPARTMENT OF
HUMAN RESOURCES

Memorandum of Understanding

The Town of Stratford and IAFF Local 998 agree to the following:

1. All references to days and nights in the collective bargaining agreement will be changed to shifts. Shifts will consist of 7am to 5pm and 5pm to 7am. Two consecutive shifts will constitute one 24 hour tour. The schedule will change to one 24 hour tour on duty, followed by 72 hours off duty, followed by one 24 hour tour on duty, followed by 72 hours off duty, and so on. This language will replace the language contained in the second sentence in Article IX Section (only fire suppression personnel including Assistant Chiefs).

2. The Town and the Union will establish a Sick Leave Review Committee. This committee will review all claims for sick leave covering ten (10) or more shifts at the request of the Chief. The Sick Leave Review committee shall consist of, for the Town, the Deputy Chief of Operations and the Deputy Chief of Fire Prevention, and for the Union, the President and Vice President. The Chief shall decide any issue in the event the two (2) Deputies are deadlocked after hearing the Union's presentation. All four appointed members of the Sick Leave Review Committee must be present at meetings to discuss and review sick claims exceeding ten (10) or more shifts. Upon review of sick leave claims, exceeding ten (10) or more shifts, the Town's appointed representatives may recommend that the employee be charged up to ninety-six (96) hours on the call back list, upon return to duty. This charge to the call-back list shall not be considered as discipline and is not grievable, although the Union may grieve any recordkeeping error as to whether the correct amount of hours were charged following the Committee's decision. Any additional sick time charge(s), for use of additional sick time, will only be incurred after an additional meeting(s) of the Sick Leave Review Committee and a recommendation of the Town's appointed representatives. Any additional charges applied will be in increments of 12 hours and may only be charged per incident. Any and all recommendations made by the representatives of the Town resulting in disciplinary action will be resolved through Article IV of the Collective Bargaining Agreement. This language will replace the language contained in Appendix A, Paragraph [287] of the current Collective Bargaining Agreement.

3. HIPPA. The parties agree that any health records provided to them by the employee or by a health care provider with the employee's authorization will be kept confidential. In addition, the Committee must obtain the employee's written consent to review the employee's health records.

4. Sick time may be used in (24), (18), (12), (6), or (4) hour increments on day or night shifts, provided that the time off begins or ends with a shift. Absence for a fraction or part of a day that is chargeable to sick leave will be charged to reflect the amount of hours of sick time used. This language will replace the language contained in Article XIII Section 7 of the current Collective Bargaining Agreement.

5. The Mayor or designee may, at his sole discretion, revert back to the traditional shift, currently in the Collective Bargaining Agreement, provided the Mayor's or designee's decision is based on legitimate operational reasons. The Mayor or designee agrees to discuss these legitimate, operational reasons with the Union prior to providing notice that 24/72 shift will

offering more from forest to shore



revert to the traditional shift. If the 24/72 shift is reverted back to the traditional shift, the Town will provide six (6) months advance notice to the Union and the Department will conduct a new seniority bid.

6. Night training will be conducted to the ISO standard (currently (2) three hour sessions which may increase if the ISO standard increases), of outside drills per member per year. This language will be in addition to the language contained in Article XXIII Section 3 of the current Collective Bargaining Agreement.

7. Fire Watch Duty for all private entities will be paid at the rate of one and one half times (1.5) the hourly rate of the top grade of the employee's position, with a minimum of four (4) hours of pay per assignment. Fire Watch duty for all Town of Stratford/Board of Education functions will be paid at the rate of one and one half times (1.5) the hourly rate of a top grade firefighter with a minimum of four (4) hours of pay per assignment. This language will be added to the language contained in Article XX of the current Collective Bargaining Agreement, and the current language as to the rate of pay contained in the second sentence of Article XX will be deleted.

8. Vacation days, Holiday Credits, and Perfect Attendance Days may be used in (24), (18), (12), (6), or (4) hour increments, provided that the time off begins and ends with a shift. This language will be in addition, to the language contained in Article VIII Section 2 Paragraph (36), Article XII Section 4, and Article XIII Section, 1 paragraph 101 of the current Collective Bargaining Agreement.

9. The Town and Union agree that amount of paid time off benefits (holiday credits, vacation, perfect attendance, bereavement) which are in the Collective Bargaining Agreement will not increase or decrease as a result of changing to the 24/72 shift schedule unless the parties negotiate otherwise. All earned time will be converted into "Hours" versus "Days" as specified in the current CBA.

10. The Town and Union agree to implement all aforementioned agreements and make any unforeseen adjustments to the collective bargaining agreement to accommodate a 24/72 shift if the need arises.

For the Town of Stratford

For IAFF Local 998

1/24/13
Date

1/24/13
Date