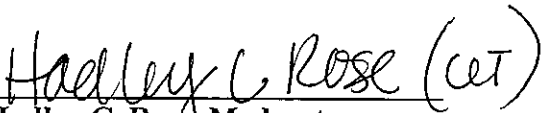


RTM Meeting
September 6, 2011

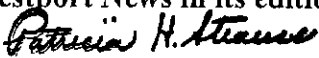
REVISED
REPRESENTATIVE TOWN MEETING NOTICE

All Representative Town Meeting Members and inhabitants of the Town of Westport are hereby notified that a meeting of the Representative Town Meeting members will be held at Town Hall, 110 Myrtle Ave., on Tuesday, September 6, 2011, at 8 p.m. for the purposes listed below. If necessary, the meeting shall reconvene on Tuesday, September 20, 2011 to deal with any agenda items not disposed of at the adjournment of the September 6, 2011 meeting.

1. To take such action as the meeting may determine, upon the recommendation of the Historic District Commission, to amend Chapter 38-24 of the Code of Ordinances of the Town of Westport by adding the property and building(s) located at 93 Cross Highway as a historic property. (Second reading. Full text available at the Town Clerk's Office)
2. To take such action as the meeting may determine to ratify and approve the Collective Bargaining Agreement between the Town of Westport and Local 1081, International Association of Firefighters, AFL-CIO, for the period July 1, 2009 to June 30, 2013 and to appropriate the sum of \$ _____ to the 2011-2012 fiscal year budget.


Hadley C. Rose, Moderator

This is to certify that I mailed a copy of the above notice, properly prepaid, to each Representative Town Meeting Member on Monday, August 29, 2011, and that I caused a copy of said notice to be published in the Westport News in its edition of Friday, August 26, 2011.


Patricia H. Strauss, Town Clerk

RESOLUTIONS

(1)

RESOLVED: That upon the recommendation of the Historic District Commission, Chapter 38-24 of the Code of Ordinances of the Town of Westport is amended by adding the property and building(s) located at 93 Cross Highway as a historic property. (Second reading. Full text as follows.)

**ARTICLE II
SPECIFIC HISTORIC DISTRICTS AND LANDMARKS**

38-24 Historic landmark properties

(16) The property and buildings at 93 Cross Highway, to be known as the Sturges-Wright House, situated in the Town of Westport, County of Fairfield and State of Connecticut being shown and designated as Parcel B-1 on a certain map entitled "Resubdivision Map Prepared for Constance Boylan, Westport, Connecticut" dated January 23, 1995, revised through January 5, 1998, prepared by RKW Land Surveying, which map is on file in the Westport Town Clerk's office as Map No. 9234.

(2)

RESOLVED: That the Collective Bargaining Agreement between the Town of Westport and Local 1081, International Association of Firefighters, AFL-CIO, for the period July 1, 2009 through June 30, 2013 is hereby ratified and the sum of \$508,600 to the 2011-2012 fiscal year budget is hereby appropriated.

BACK UP MATERIAL
RTM ITEM # 2

Draft #2
8/22/11

**CONTRACT BETWEEN
THE TOWN OF WESTPORT
AND
LOCAL # 1081
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS,
AFL-CIO**

JULY 1, 2009 - JUNE 30, 2013

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The following Contract, effective July 1, 2009 (except as otherwise specifically provided herein) by and between the TOWN OF WESTPORT, hereinafter called the "TOWN" and LOCAL 1081, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, AFL-CIO, hereinafter called the "UNION" is designed to maintain and promote a harmonious relationship between the TOWN and its employees who are within the provisions of this Contract in order that more efficient and progressive public service may be rendered. It is mutually agreed as follows:

ARTICLE I RECOGNITION

The TOWN recognizes the UNION as the exclusive representative of the uniformed Firefighters, Fire Prevention Inspectors, Lieutenants and Fire Department Mechanic. Excluded from this agreement are the Fire Chief, Deputy Chief of Operations, Fire Marshal, and the Assistant Chiefs.

ARTICLE II EMPLOYEE STATUS

SECTION 1. PROBATIONARY PERIODS

- a) All newly hired employees shall be subject to a probationary period which shall continue until the earlier of the date which is (i) one year from the date the employee graduates from the academy, and (ii) eighteen months from their date of hire. A probationary employee may be summarily dismissed without a hearing. Any employee promoted to a higher job grade shall be subject to a probationary period of six (6) months; and if found to be unsatisfactory during such period, shall be reinstated to his/her previous position or equivalent without loss of seniority, rank, grade or pay of his/her previous position. Any new employee who has satisfactorily completed his/her probationary period shall be deemed to be a permanent employee.
- b) The probationary period for all employees promoted to the position of Fire Inspector shall be one (1) year, during which said employees shall attain proper certification as Fire Inspectors by satisfactorily completing the prescribed courses.

SECTION 2. SENIORITY

Seniority/Reduction In Force

- (a) **Seniority:**

Department Seniority shall be the total length of continuous service worked as a full-time employee for the Westport Fire Department and member of Local 1081, IAFF, including time worked during probationary periods. An employee's length

of service shall not be reduced by loss time due to sick or injury leave, or any approved leave of absence or authorized absence.

Rank Seniority shall be the total length of continuous service worked as a full-time employee in the position of Lieutenant or Fire Inspector, including time worked during probationary periods.

Temporary or "Acting" Positions: No employee shall accrue rank seniority while working in an acting or temporary position, however a member holding a temporary or acting position shall continue to accrue seniority at the rank he/she held prior to assignment to the temporary or acting position.

(b) Layoff 'Bumping' Rights

In the event of layoffs at the rank of Lieutenant or Fire Inspector, rank seniority shall prevail in that members with the least seniority shall be reduced in rank first, in reverse order of seniority.

Members reduced in rank from the position of Lieutenant or Fire Inspector shall be offered positions as firefighters, and shall retain their department seniority in that position.

Firefighters subject to layoffs shall be laid off in order of reverse department seniority, in that firefighters with the least department seniority shall be laid off first.

(c) Seniority "Ties"

If two or more members have the same department or rank seniority rankings, the member placing highest on that position's eligibility list shall have the higher seniority.

(d) Recall Rights

Members involuntarily reduced from the ranks of Lieutenant or Fire Inspector shall have the right to re-instatement at his/her former rank whenever there is a vacancy at that rank. Such re-instatement shall take priority over any promotional list in effect at the time of the vacancy. Members' rank seniority shall accrue from their re-instatement and shall include their rank seniority for time worked prior to his/her demotion.

Members involuntarily laid off from his/her position as a Firefighter or Mechanic shall have the right to re-instatement as a Firefighter or Mechanic, whichever is applicable whenever there is a vacancy for that position. Such re-instatement shall take priority over any promotional list in effect at the time of the vacancy.

Members' departmental seniority shall accrue from their re-instatement and shall include their departmental seniority for time worked prior to his/her layoff.

Members recalled shall be done so in order of rank seniority for Lieutenants and Fire Inspectors, and in order of department seniority for Firefighters and Mechanics. For example, the last member laid off (most seniority) shall be offered the first recall position, and so on.

(e) **Re-Instatement Timetables**

Members reduced from the ranks of Lieutenant or Fire Inspector shall maintain their recall rights to said position as long as they are full time employees of the department.

Members laid off from the position of Firefighter or Mechanic shall maintain their recall rights for 2 years from his/her last day worked.

The laid off member shall maintain an accurate mailing address with the department for the two year period. The department shall provide recall notification to that address, with the member responding within 7 business days and able to return to full duty within 14 business days of the recall notification.

(f) **Re-Training**

Lieutenants and Firefighters recalled to duty following a layoff of over 1 year may be required to submit to medical evaluation and physical agility examinations to ensure their suitability to return to work. These examinations shall be no different than those required for initial employment or promotion.

Fire Inspectors returned to their former rank who require renewed state certification(s) in order to perform their duties shall have such training as is required, provided by the Department.

(g) **Posted Seniority List**

On June 30th of each year, the department shall publish a written listing of departmental and rank seniority listings. This list shall be posted on departmental bulletin boards, and a copy sent by electronic mail to all members.

**ARTICLE III
DISCIPLINARY ACTION**

SECTION 1. DISMISSAL

If action is taken by the First Selectman to remove an employee as provided by Chapter 3, Section 5 of the Westport Town Charter, and in the judgment of the employee this

action is taken without cause, he may ask the First Selectman to meet with the UNION's Grievance Committee for the purpose of resolving the dispute. If no agreement is reached between the First Selectman and the UNION with respect to the action of the First Selectman, either party may not later than ten (10) days after the final determination by the First Selectman, submit such dispute to the Connecticut State Board of Mediation and Arbitration. If the First Selectman makes no final determination concerning the removal for a period of forty-five (45) days after the hearing, if one is requested, either party may thereafter submit such dispute to the Connecticut State Board of Mediation and Arbitration. The decision of the Board shall be binding on all parties. Nothing contained herein shall prevent any employee from representing himself/herself in these appeal proceedings. The time limit provided for herein may be extended by written agreement signed by all parties.

SECTION 2. SUSPENSION AND DEMOTION

No permanent employee shall be suspended, reduced in rank, disciplined, or terminated, except for just cause.

Whenever in the judgment of the First Selectman, the work, performance, or conduct of a permanent employee justifies such action, said First Selectman may suspend such employee without pay, demote him/her to a lower rank and a lower rate of pay.

The Fire Chief and/or Deputy Fire Chief may temporarily suspend a permanent employee for not more than three (3) days, after twenty-four (24) hour notification to the employee. If any employee is so disciplined, and in the judgment of such employee this action is taken without just cause, he/she may, no later than seven (7) days after the date of such action, appeal in writing to the First Selectman to have the action rescinded and/or have the severity of the punishment reduced.

Within seven (7) days after receiving such appeal, the First Selectman shall arrange a meeting with the employee and/or the Union's Grievance Committee and they shall meet for the purpose of resolving this dispute. If filed, the Board shall hear the dispute and render a decision which shall be final and binding on all parties. Said Board of Mediation and Arbitration shall have the power to uphold the action of the Town, or to rescind or modify such action, and such power shall include, but shall not be limited to the right to reinstate a suspended employee with full back pay. Nothing contained herein shall prevent any employee from representing himself/herself in these appeal procedures through Step 2 of the Grievance procedure. If said employee is dissatisfied with the results of such meeting, he/she may petition his Union's Grievance Committee to file the matter within 10 days to the Connecticut State Board of Mediation and Arbitration since only the Union has standing with the Board. The time limits specified herein may be extended by written agreement signed by all parties. Nothing herein contained shall restrict the right of the First Selectman to make a reduction of the work force through layoff of permanent employees whenever lack of work or lack of funds makes such action necessary, provided that such layoff shall be made in the reverse order from the appropriate seniority list.

ARTICLE IV GRIEVANCE PROCEDURE

SECTION 1.

Should any employee or group of employees feel aggrieved concerning the interpretation and/or application of any provision of this Agreement, adjustment shall be sought under this Article.

STEP 1

The employee or the UNION shall submit such grievance in writing to the Fire Chief setting forth a full explanation of the grievance. Within fifteen (15) business days excluding holidays and weekends after said department head receives such grievance, the Chief shall meet with the aggrieved employee or the UNION, whichever submitted the grievance, for the purpose of adjusting or resolving the grievance.

STEP 2

If such grievance is not resolved by the department head to the satisfaction of the employee or the UNION within five (5) days excluding holidays and weekends after such meeting, the employee or the UNION may present such grievance in writing within seven (7) days excluding holidays and weekends thereafter to the First Selectman. Within seven (7) days, excluding holidays and weekends, after the First Selectman receives such grievance, he/she shall meet with the aggrieved employee or the UNION, whichever submitted the grievance, for the purpose of adjusting or resolving such grievance.

STEP 3

If the grievance is not adequately resolved to the satisfaction of the parties after steps (1) and (2) above have been completed, the party seeking arbitration must submit the dispute within thirty (30) calendar days after receiving the First Selectman's decision, for arbitration by the Connecticut State Board of Mediation and Arbitration. Said Board shall hear and act on such dispute in accordance with its rules and render a decision which shall be final and binding on all parties. Nothing contained herein shall prevent the parties from agreeing to submit such dispute to arbitration by an arbitrator other than the State Board of Mediation and Arbitration.

SECTION 2.

The time limits provided for herein may be extended by written agreement signed by all parties.

SECTION 3.

If an aggrieved employee or group of employees fails to file a grievance under this Article within fifteen (15) business days excluding holidays and weekends of the event leading to the grievance or from the date on which the Grievant should have been aware of the grievance, then such grievance shall be deemed waived for all purposes.

ARTICLE V WORK WEEK

SECTION 1. HOURS OF WORK

- a) The schedule shall consist of 24 hour shift tours of duty. See Schedule C for specific details
- b) The work week for the Fire Prevention Inspectors shall be forty (40) hours on a schedule of four (10) hour days; 7:30 am to 5:30 pm either Monday - Thursday or Tuesday - Friday. The Fire Chief shall retain the right to modify this schedule for emergency purposes without advance notice. It is also agreed that during the period of a four (4) day per week schedule, the Chief may, upon 15 days notice, require Inspectors to work one (1) day per month on a modified continuous ten (10) hour schedule for inspection purposes.
- c) The work week for the Department Mechanic shall be forty (40) hours per week. The Department Mechanic shall work Monday through Friday from 8:30 a.m. to 4:30 p.m. The Fire Chief shall retain the right to modify this schedule within reason.

ARTICLE VI MANPOWER

SECTION 1.

In order to protect the health and safety of the employees, whenever the manpower on duty on any platoon falls below the applicable manpower standard hereinafter established, such shortage shall be filled by overtime work in accordance with Article VII of this Agreement.

SECTION 2.

There shall be a minimum of fourteen (14) employees including eleven (11) firefighters, one (1) Assistant Chief or Deputy Chief of Operations or Acting Captain and two (2) Fire Lieutenants or Acting Lieutenants on duty at all times. In the event that the Department provides mutual aid to another Department or community, upon arrival at an incident or station, the Fire Officer shall determine if such aid will extend beyond one (1) hour from dispatch time. If aid is expected to extend beyond one (1) hour from dispatch time, the Department shall hire replacement personnel.

ARTICLE VII OVERTIME

SECTION 1.

- a) Whenever any employee works in excess of his/her regularly assigned work week or work schedule as provided for in Article V, for the purpose of restoring manpower strength pursuant to Article VI he/she shall be paid at one and one half times (1 ½) his/her regular hourly rate for each such overtime, hour worked. Fire Inspectors shall be paid at these premium rates for hours worked in excess of regularly scheduled shifts for customary duties of the Fire Marshal's Office.

These premium rates shall apply to hours worked in excess of the regular work schedule in any pay period, for restoring manpower strength, emergency holdover and additional manning for emergency purposes. The computation of hours worked shall include vacation leave and exclude time on sick leave and all other leaves.

When any employee is required to work overtime for any other reason he/she shall be paid at his/her regular hourly rate for the hours actually worked; except that, if he/she is required to report back to work to perform such overtime work, he/she shall be paid at his/her regular hourly rate for four (4) hours or for the actual number of overtime hours worked, whichever is greater.

- b) All overtime, shall be paid in accordance with the Fair Labor Standards Act as amended and in effect April 15, 1986.
- c) The work period used to determine overtime payments under the Fair Labor Standards Act shall be fifteen (15) days.
- d) Overtime shall be hired in 12 hour shifts: 0700-1900 and 1900-0700. Overtime shall be hired beginning at 0530 for the overtime shift beginning at 0700, and hired beginning at 1630 for the shift beginning 1900.

SECTION 2.

The Fire Chief shall establish one (1) overtime roster consisting of all Firefighters, and one (1) overtime roster consisting of all Fire Lieutenants. Whenever overtime work is required to restore manpower strength pursuant to Article VI, it shall be rotated among the employees on the appropriate roster.

Nothing contained herein shall prevent any employee from exchanging places on the overtime roster, provided that such exchange is initiated by the employee with the higher standing on the roster, and further provided that he/she has offered to make such exchange with the employees on such roster in the order that their names appear thereon.

Overtime work performed to restore manpower strength pursuant to Article VI shall be worked by an employee from the Firefighter's roster, if it is a Firefighter who is last to report off duty; and it is his/her absence which brings the manpower on duty below the applicable manpower standard. If it is a Fire Lieutenant or Acting Fire Lieutenant, who is last to report off duty, and it is his/her absence which brings the manpower on duty below the applicable manpower standard, the overtime work thereby required shall be worked by an employee from the Fire Lieutenant's overtime roster, except as provided for in Article XVIII, Section 2 hereof. It is agreed, however, that a Firefighter shall never serve in a platoon in an acting capacity above a Fire Lieutenant or Acting Fire Lieutenant.

SECTION 3.

For purposes of this Article, any employee, when serving in an acting capacity in a higher classification for a period of eight (8) consecutive calendar weeks or less shall not be considered as holding such classification.

It is agreed that in the event an Assistant Chief is expected to be absent for a period of two weeks or longer, the Chief may appoint an acting Captain. Such appointment will be made in rank order from the last established Assistant Chief eligibility list, for the period of the absence. In the event no such eligibility list exists, the Chief may appoint a Lieutenant, such appointment will be made in rank order based on seniority to the ranking of Acting Captain for the period of absence.

The Acting Captain will be governed by all other terms and conditions of the collective bargaining agreement in effect between the Town of Westport and the Union.

SECTION 4.

If an employee works less than twenty (20) minutes beyond the end of his/her tour of duty, that employee shall receive no overtime pay for such work. If an employee works twenty (20) or more minutes in the first hour beyond the end of his/her tour of duty; performing the duties of a Firefighter or Inspector, that employee shall be paid for one (1) hour at his/her regular or premium hourly rate, whichever applies. In each hour thereafter he/she shall not be paid additional overtime for such additional hour if he/she works less than twenty (20) minutes in such hour, but shall be paid for the full hour at his/her regular or premium hourly rate, whichever applies, if he/she works twenty (20) or more minutes in such hour.

SECTION 5.

The regular hourly rate of pay shall be computed by dividing the individual employee's base annual wage (including allowances for college credit and the Master Firefighters Program) by 2184 hours for those on the 42-hour work week and by 2080 hours for those on the 40-hour work week. In addition, holiday pay as defined in ARTICLE VIII SECTION 1 (HOLIDAYS) shall be included solely for the limited purposes of complying

with the overtime requirements of the Fair Labor Standards Act as provided in SECTION 1 (b) above as may be applicable to Firefighters under the statute, its interpretations and the U.S. Supreme Court decision in the case of (Garcia v. The San Antonio Metropolitan Transit District (1985).

**ARTICLE VIII
PAID HOLIDAYS**

SECTION 1.

In each fiscal year, each employee shall receive holiday pay for each of the following holidays:

Independence Day	Martin Luther King Day
Labor Day	Lincoln's Birthday
Columbus Day	Washington's Birthday
Veteran's Day	St. Patrick's Day
Thanksgiving Day	Good Friday
Christmas Day	Memorial Day
New Year's Day	

Holiday pay for employees who regularly perform firefighting duties shall be computed by multiplying his/her regular hourly rate by 12 hours; and for Fire Inspectors and the Mechanic, the pay shall be computed by multiplying his/her regular hourly rate by 8 hours.

SECTION 2.

If the President, Governor or Selectman shall declare a holiday and all other Town employees (other than Board of Education employees) have the day off, employees of the Fire Department shall be entitled to a day off to be taken as may be determined by the Chief, subject to the needs of service.

SECTION 3.

In lieu of time off on Lincoln's Birthday, each Fire Prevention Inspector and the mechanic shall take one-half (1/2) day off before Christmas and one-half (1/2) day off before New Year's Day; however, holiday pay shall be received for Lincoln's Birthday and not for the two half days.

SECTION 4.

Training shall not take place during the following holidays: Christmas Day, Thanksgiving, New Years' Day, Independence Day and Memorial Day.

time of one (1) year He/she will be reinstated if able to return to work before this leave terminates, without loss of rank, seniority, rights or any privileges.

ARTICLE XI INJURY LEAVE

SECTION 1.

Each employee who is injured or disabled in the performance of duty shall be entitled to injury leave with the equivalent of full pay adjusted for any Workers' Compensation Insurance from the date of injury until such time as he/she is able to return to duty or reaches the point of maximum recovery, whichever comes first. In no event shall such injury leave exceed two (2) years. Any such employee unable to return to duty shall be eligible for a disability pension, if qualified.

SECTION 2.

The TOWN shall pay the hospital, medical and drug expenses in excess of reimbursement made to the employee by Workers' Compensation, liability insurance or other payments for each employee who is injured or disabled in the performance of duty.

SECTION 3.

Any condition or impairment of health caused by hypertension or heart disease resulting in total or partial disability to an employee shall be governed by Section 7-433(c) of the Connecticut General Statutes.

SECTION 4.

Each employee released for Light Duty shall notify the Fire Department of his light duty status within forty-eight (48) hours. The Light Duty program shall be administered in accordance with Schedule D hereto.

ARTICLE XII FUNERAL LEAVE

Each employee shall be granted leave with pay in the event of a death in the immediate family. Such leave shall start on the day of death and continue through and include the day of burial, except that in no event shall such leave exceed three (3) days commencing with the day of death. For the purposes of this Article, the term "immediate family" shall mean and include the following: Mother, Father, Mother-in-law, Father-in-law, Sister-in-law, Brother-in-law, Sister, Brother, Spouse, Child, Grandparents and Grandchildren, and any relation of an employee in residence with such employee. Each employee shall be granted leave with pay for one (1) day to attend the wake or the funeral in the event of a death of any other close relative not mentioned in this Article such as an Aunt or Uncle.

**ARTICLE XIII
MISCELLANEOUS LEAVE**

SECTION 1.

If illness within his/her household should make it necessary for an employee to be absent from duty, such employee shall be granted leave with pay for this purpose for a period not to exceed one (1) working day for any one illness, and such time off shall be charged against such employee's sick leave. Such leave shall be limited to two (2) occurrences per family member per year. Leave for the purpose herein described may be extended by the Fire Chief provided such extended leave shall also be charged against such employee's sick leave.

SECTION 2.

An employee shall be granted leave of absence without pay if drafted for military service or if he/she enlists for military service during periods of national emergency. Such employee shall be reinstated upon written request to the position or its equivalent which he/she held at the time such leave was granted without loss of seniority rights or privileges, provided that such request is made within three (3) months of the date on which he/she is released from active duty with an honorable discharge. An employee who serves in the Armed Forces Reserve Training Program shall be granted leave for this purpose to a maximum of thirty (30) days per year. For the period of this leave, the employee shall be paid his/her regular salary (base pay plus college credits) less any military pay received.

SECTION 3.

The First Selectman, with the approval of the Fire Chief, may grant leave of absence without pay for a period not to exceed one (1) year to any employee who requests leave for personal reasons. Upon the expiration of such leave of absence, or earlier if so requested by such employee, he/she shall be reinstated to the position held at the time leave was granted. Said leave shall not be taken for the sole purpose of other employment. It is understood that during leave the employee may retain all insurance benefits only at his/her expense and that during such leave there will be no additional accrual of sick leave or vacation.

**ARTICLE XIV
TERMINAL PAY TO SURVIVORS**

In addition to any other payments or benefits to which he/she may be entitled, the spouse of any employee who dies during the term of this Contract shall receive the next four (4) weeks pay otherwise due such employee. If such employee is not survived by a spouse, such terminal pay shall be paid to his/her estate.

**ARTICLE XV
PROTECTION FOR EMPLOYEES WHEN RESPONDING
TO FIRES IN THEIR PERSONAL AUTOMOBILES**

The TOWN agrees to save an employee harmless from any claim for damages to person or property and to pay for damages to an employee's automobile, not otherwise covered by insurance, resulting from an accident which occurs when an employee is en route to or returning from a fire or other emergency in his/her own automobile, provided that the TOWN shall not be liable for such damages if the accident was caused by willful negligence on the part of such employee.

**ARTICLE XVI
UNIFORMS AND PROTECTIVE CLOTHING**

SECTION 1.

The TOWN at its expense shall continue to furnish to each permanent employee a new dress uniform, badge, overcoat and cap with badge; and shall furnish at its expense to each probationary and to each permanent employee two (2) complete sets of protective clothing of good quality and condition including coats, pants, suspenders, helmets, boots, steel inner soles and gloves. The above specified uniforms, clothing and equipment shall be replaced whenever necessary at no cost to the employees except when lost or damaged by willful negligence of the employee.

SECTION 2.

The TOWN shall, on or about, the first day of each fiscal year, allow the following work clothing allowances:

Firefighter, Mechanic	\$600.00
Inspector, Lieutenant	\$650.00

**ARTICLE XVII
INSURANCE**

SECTION 1.

The TOWN shall provide and pay for the following insurance coverage:

- a) Blue Cross Century Preferred Plan for an employee plus eligible dependents with:
 - 1) \$15 Co-Pay per Office Visit for Medical Care
 - 2) \$00 Co-Pay per Office Visit for Preventative Care According to Schedule
 - 3) \$200 Co-Pay per Hospital Admission
 - 4) \$50 Co-Pay for Out Patient Surgery; \$100 effective July 1, 2011
 - 5) \$50 Co-Pay per admission for Emergency Room; \$100 effective July 1, 2011
 - 6) \$50 Co-Pay for Urgent Care

- 7) \$200/\$400/\$500 deductibles
- 8) 80/20 co-insurance to \$3500/\$7000/\$8750; 100% thereafter
- 9) Prescription Drugs excluded

b) Express Scripts Prescription Drug Plan is only available for Blue Cross Century Preferred participants and their dependents.

The co-pays for the Express Scripts Prescription Drug Plan will be as follows:

	30 Day Retail	60 Day Mail Order
Generic	\$5.00	\$5.00
Formulary	\$15.00	\$15.00
Non- Formulary	\$30.00	\$30.00

Specialty Pharmacy

Prescription Drug Plan - Specialty Pharmacy Medications

Oral and injectable Specialty Medications, as determined by Express Scripts or a successor carrier, will be covered under the prescription drug plan with a valid prescription and prior authorization. Specialty Medications must meet the carrier's criteria of medical necessity and be the most effective and approved treatment for the prescribed medical condition, as determined by the U.S. Food & Drug Administration (FDA). Specialty Medications are subject to quantity limits based on FDA dosing guidelines.

The co-pays for Specialty Medications are third tier (non-formulary).

The initial prescription for a Specialty Medication, after receiving prior authorization, may be filled at a retail pharmacy. Refills must be obtained from the carrier's Specialty Pharmacy.

Medications dispensed at a physician's office or hospital are not covered by the Prescription Drug Plan. Coverage for these medications is determined by the medical plan.

Note: Formulary drugs are defined from time to time by the Express Scripts Provider.

c) In lieu of the medical a) and b) above, an employee currently covered under the HMO designated by the TOWN may elect to continue such coverage for himself and dependents until the earlier of their eligibility for coverage under Medicare or their ineligibility for coverage under the HMO. Alternatively, eligible participants, i.e. active employees under age 65 who are covered by the HMO designated by the TOWN shall be permitted to enroll in the Blue Cross Century Preferred Plan on July 1 of any year of continued eligibility. In addition, employees may enroll in

the TOWN Health Reimbursement Account (HRA), summarized in Schedule E attached, with the following annual deductibles which shall be funded by the TOWN 75% with the employee responsible for the balance:

\$1,500 individual
\$3,000 two person/family

- d) Blue Cross Flexible Dental Plan shall be provided for covered members and their families.
- e) All new hires upon becoming eligible for health insurance shall be enrolled in the BC Century Preferred Plan.
- f) Any change in medical insurance benefits will be done only after a meeting with the Executive Board of the Union and agreement on the benefits being comparable to the current medical benefits. In the event of disagreement as to the comparability of the medical benefits, the matter shall be submitted directly to arbitration in accordance with Article IV, Section 2, and Step 3.
- g) If an employee proves that he/she is paying for similar coverage for hospital and medical service as set forth in this Section, at his/her option, the TOWN shall disburse to that employee the amount of his/her cost for premiums for such insurance but not to exceed the TOWN's premium costs under the existing plan as if he/she were covered thereby; and the TOWN thereafter shall be relieved of its responsibility to provide such coverage.

SECTION 2.

The TOWN shall continue to provide and pay for the Volunteer Fire Company Blanket Accident Policy for each employee.

SECTION 3.

The TOWN shall provide and pay for a Group Life Insurance Policy for each employee equal to that employee's annual base salary, not to exceed \$50,000.

SECTION 4.

The TOWN shall permit retired employees, at their own cost, (except as provided in the Firefighters Pension Fund of the Town of Westport), to continue group coverage under the Town's Blue Cross, Blue Shield and major medical plans available to retirees, unless such retired member is otherwise employed where similar benefits are available.

SECTION 5.

The health and medical benefits as herein specified and provided by the Town shall include a contribution, under Section 125 of the IRS Code, by a covered employee in the following amounts, payable semi-monthly, as defined in this Section for the health and medical coverage (including Health Net, Blue Cross Blue Shield Century Preferred, BC/BS Dental Plans, Express Scripts Prescription Drug Plan, as applicable).

	PPO/HMO	HRA
7/1/09	5%*	5%*
7/1/10	8%*	7%*
7/1/11	10%*	9%*
1/1/13	13%	11%

* not retroactive

For purposes of this Section (and wherever applicable elsewhere in this Agreement), premium cost shall be defined as either the actual premium cost paid by the TOWN for such coverage or, if the TOWN does not pay an actual premium cost, the allocation rate as developed by an independent third party administrator annually for purposes of establishing premiums pursuant to the Comprehensive Omnibus Budget Reduction Act ("COBRA"). Premium rates shall be set on July 1st of each year and will not be changed during that fiscal year.

Any employee paying for similar coverage under Article XVII, Section 1(f) shall also be required to make such contributions.

**ARTICLE XVIII
WAGES**

The wage rates for each employee for the period indicated shall be as set forth in Schedule A reflecting scale adjustments as of the effective dates indicated. The wage increases noted shall be paid retroactively to the date indicated.

SECTION 1.

Half-step raises will be adjusted on new hires or promotions as follows:

- a) An employee hired or promoted prior to December 31st shall receive a full step in his/her salary range on the following July 1st.
- b) An employee hired or promoted after December 31st shall receive one-half (1/2) step on the following July 1st and shall receive one and one-half (1 1/2) steps the next following July 1st.

SECTION 2.

- a) Whenever an Assistant Chief is temporarily absent from duty for a period of eight (8) consecutive calendar weeks or less, and during said period such vacancy is not covered by overtime work performed by an employee from the Assistant Chief's overtime roster, the Lieutenant who is scheduled to be on duty in the platoon on the day on which such vacancy is created, will be assigned to serve as Captain to fill such vacancy. This will only be done if it is deemed an emergency by the Chief.
- b) Whenever a Lieutenant is temporarily absent from duty for a period of eight (8) consecutive calendar weeks or less and during said period, such vacancy is not covered by overtime work performed by an employee from the Lieutenant's overtime roster, the person standing highest on the Lieutenant's eligibility list, and who is scheduled to be on duty in the platoon on the day on which such vacancy is created, will be assigned to serve as an Acting Lieutenant to fill such vacancy. In the event that no one assigned to the platoon who is working that day is currently on the Lieutenant's eligibility list, then the person standing highest on the eligibility list on the platoon which is responsible for the overtime shall be offered the Acting Lieutenant's position for that day, and each succeeding platoon thereafter.
- c) Each Firefighter who serves as an Acting Lieutenant shall be paid at the salary rate of Lieutenant for each day of such service in this higher classification.
- d) Whenever a Lieutenant is temporarily absent for a period of more than eight (8) consecutive calendar weeks, the Chief after said eight (8) week period may appoint an Acting Lieutenant from the last established Lieutenant's eligibility list, to fill the remaining period of such temporary absence. Such Acting Lieutenant shall be assigned the place on the overtime rotation list held by the Officer being replaced.
- e) Whenever a Firefighter works overtime in the place of a Fire Lieutenant as an Acting Fire Lieutenant, the hourly rate shall be considered to be the same as that of the Fire Lieutenant.
- f) No employee shall be ordered back to work overtime when such overtime is caused by an employee in a higher classification than that held by the employee being ordered back.

SECTION 3. STANDBY and CALLBACK

Any off duty firefighter, inspector or mechanic who responds, when notified to a 2nd or greater alarm emergency call back shall be paid a minimum of eight (8) hours straight time pay for each such response. Premium rates when applicable will apply only to hours actually worked. Upon retirement, the computation for determining retirement pay

of a retiree shall include the highest amount of callback pay (i.e. eight (8) hours straight time pay) received by that employee in any one of the last three twelve month periods concurrent with the date of retirement.

Inspectors, in addition to other wages and benefits, shall be paid \$56 each month for performing stand-by duties pursuant to the directives of the Fire Chief or his designee. Any off duty Inspector called back for an emergency except as specified above shall be paid his hourly rate for a minimum of 4 hours or the actual hours worked if greater. Premium rates, when applicable, will apply only to hours actually worked.

SECTION 4.

Each employee who regularly performs firefighting duties and is assigned by the Fire Chief to a firefighting school or course which requires attendance on a day off or for a period greater than normal working hours, shall be paid for such day off or for the time in excess of such working hours during which he/she attends such school or course. In those cases where the assignment requires such an employee to be away for one or more nights, he/she shall only receive regular pay, but if he/she loses a day off he/she shall be paid for such day off on the basis of his/her regular hourly rate multiplied by twelve (12) hours.

SECTION 5.

Advancement from one step to another within the salary range of the employee's classification shall be in accordance with Schedule A and as set forth in Section I above, except that the Fire Chief may withhold an increment for just cause.

SECTION 6.

All salaries set forth in Schedule A are for the periods indicated. The regular rate of pay for each employee together with whatever additional pay an employee is entitled shall be divided into twenty-four (24) payments in as nearly equal amounts as possible and shall be paid during the year to such employee on the 15th and the last day of each month, or the legal full banking, day prior to the 15th or last day of the month should those dates fall on a weekend or holiday. Each employee shall receive no less than the total salary indicated for any period. Overtime earnings will continue to be paid as heretofore. Pay checks will be available at 12:01 a.m. on each pay day. No pay checks shall be withheld at Town Hall for administrative reasons.

ARTICLE XIX COLLEGE INCENTIVE

In addition to all wages and benefits to which entitled, each employee shall be paid the additional annual sum for satisfactory completion of course credits from an accredited college, according to the following schedule:

NUMBER OF CREDITS	ANNUAL SUM
Thirty (30)	\$300.00
Sixty (60)	\$400.00
Ninety (90)	\$500.00
Bachelor's Degree	\$700.00

ARTICLE XX PROMOTIONS

SECTION 1.

Whenever a vacancy in a promotional position in the bargaining unit is created, and an eligibility list established in accordance with Section 3 of this Article, exists for the classification to which such position is allocated, the First Selectman shall, within fifteen (15) days of the date on which such vacancy is created, appoint the person standing highest on such eligibility list to fill such vacancy.

SECTION 2.

Whenever a vacancy in a promotional position in the bargaining unit is created, and an eligibility list does not exist for the classification to which such position is allocated, the First Selectman, within ninety (90) days of the date on which such vacancy is created, shall cause a competitive examination to be held in accordance with the provisions of Section 4 of this Article for the purpose of establishing an eligibility list for such classification. After an eligibility list is established pursuant to this Section, the First Selectman shall appoint the person standing highest on such eligibility list or on such eligibility list, as revised, to fill such vacancy within fifteen (15) days of the date on which the last appeal against the results of such examination is processed and determined in accordance with the rules of the independent testing agency. If no appeal has been filed against such results within the time limits established by the independent testing agency's rule on such appeals, the First Selectman shall appoint the person standing highest on such eligibility list within fifteen (15) days of the last date on which an appeal could have been filed in accordance with said rule.

SECTION 3.

Whenever the candidate ranking highest on the eligibility list refuses the appointment pursuant to Section 1 or Section 2 above, he/she shall move to the bottom of the list; and the candidate next highest shall be offered the position. This procedure shall be repeated, if necessary, until such time as the promotion has been accepted or all the candidates on the eligibility list have been offered the position and have refused it.

SECTION 4.

The First Selectman may from time to time, and shall, pursuant to Section 2 of this Article, cause competitive examinations to be held by an independent testing agency for

promotion to the rank of Lieutenant and Inspector. Each examination shall be open to only those persons who meet the minimum qualifications, established in accordance with Section 5 of this Article, for the classification for which the examination is being, conducted.

The minimum passing grade for each examination shall be seventy percent (70%) and such passing grade shall be noted in the Notice of Examination which shall be posted on the bulletin board at Fire Headquarters for thirty (30) calendar days, during which time applications shall be accepted. Competitive promotional examinations shall be held within forty-five (45) calendar days of the closing date of application; and the oral portion of the examination shall be held as soon as possible after the written scores are received. Such time limits may be extended by written agreement of the parties. An eligible employee shall pass the written portion of the examination in order to participate in the oral portion or any other portion of the examination. In determining the final score for any such examination, fifty percent (50%) shall be allocated to the written and oral portions, respectively. Subjective efficiency ratings or performance evaluations shall not be a part of any such examinations. Results of each examination shall be published and posted by the TOWN as soon as practicable after it receives such results. All employees who receive a final total passing grade in an examination for a certain classification shall be placed on the eligibility list for such classification in the order of their final total grade in such examination.

SECTION 5.

- a) Only Lieutenants who have successfully passed their probation, have at least ten (10) years of full time service with the Westport Fire Department and have successfully completed the State of Connecticut Certification Program for Fire Officer II, Instructor II and Firefighter II shall be eligible to be considered for promotion to the classification of Assistant Chief.
- b) It is agreed the Fire Chief shall retain the exclusive right to determine the testing requirements for filling a vacancy in the grade of Assistant Chief which vacancy shall be filled from among the Lieutenants who meet the aforesaid requirements.
- c) Only employees, who have completed eight (8) years of full time service as of the application deadline, with the Westport Fire Department shall be eligible to participate in an examination for the classification of Fire Lieutenant or Fire Prevention Inspector.
- d) In order for any employee hired after July 1, 1983 to be eligible to participate in any promotional examination, said employee shall have achieved State of Connecticut qualification for Emergency Medical Technician and Firefighter II status. The TOWN shall supply the training for completion of said course.

SECTION 6.

Each eligibility list shall be in effect and operable for two (2) years starting with the fifteenth (15th) day following the date said list is published and posted as set forth in Section 3 of this Article, except as such that list may be used for limited purpose set forth in Article XVIII in appointing Acting Officers.

SECTION 7.

All study material made available by the Town for employees at any Fire Station shall be made available to all employees at all Fire Stations.

ARTICLE XXI UNION DUES

The Town shall deduct and remit to the Union's Treasurer, Union dues from the earned wages of each employee in such amount as determined by the Union provided that no such deduction shall be made from any employee's wages except when authorized by him/her on an appropriate form, a copy of which must be submitted to the Town. Such authorization shall be for the life of the Contract and shall be continued thereafter if a Contract exists between the Town and the Union. Such deduction shall be made at times mutually agreed to by the Town and the Union.

Each employee shall, as a condition of employment, be a member of the Union in good standing provided that any employee who is hired on or after the date on which this Contract is approved, shall have thirty (30) days from the date on which hired to join the Union.

The five (5) members of the Union Negotiating Committee shall be granted leave from duty with pay for all meetings between the Town and the Union when such meetings take place at a time during which such members are scheduled to be on duty. The four (4) members of the Union Grievance Committee shall be granted leave from duty with pay for all meetings concerning Grievance Procedures when such meetings take place at a time during which such members are scheduled to be on duty.

ARTICLE XXII CONTRACT TO EMPLOYEES

The Town will give each present employee, and to each new employee when hired, a copy of this Contract.

**ARTICLE XXIII
MASTER FIREFIGHTER**

SECTION 1. EFFECTIVE DATE

The Master Firefighter Program as provided in Schedule B shall continue under this agreement and shall be administered as set forth herein.

SECTION 2. ELIGIBILITY

The Master Firefighter Program will be available to all regular members of the Westport Fire Department hired before July 1, 1999. Personnel hired after that date will not be eligible until successful completion of probation and attainment of Firefighter II certification from the State of Connecticut. Any employee whose anniversary date is July 1st shall be assumed to have completed a full year of service on the June 30th immediately prior to that July 1st.

SECTION 3. COMPENSATION

Any firefighter who qualifies for this program will receive a separate check, by way of a lump-sum payment of the amount earned, depending on his/her individual performance as provided in the program. Such amount shall be paid on the first pay period of July. Payment for this program will be for qualification during the previous fiscal year.

**ARTICLE XXIV
PENSIONS**

SECTION 1. FIRE PENSION PLAN

Incorporated herein by reference is a Pension Agreement dated July 1, 1977, as amended effective July 1, 1985, July 1, 1991 and July 1, 2005 to be known as the "Fire Pension Fund of the Town of Westport" the benefits provided therein shall become a liability of the Town and shall not be terminated as a result of the termination of this Agreement. Any dispute concerning the interpretation or application of any provision of said Pension Agreement shall be subject to the grievance and arbitration provisions of this Agreement.

SECTION 2. 401K PLAN

The town agrees to extend coverage of the Town's existing 401k Plan to the employees covered by this Agreement.

SECTION 3. PENSION REVIEW COMMITTEE

The Union agrees during the term of this Agreement to participate in a Pension Review Committee, which shall study and make recommendations for controlling pension costs.

**ARTICLE XXV
INTERRUPTION OF WORK**

The Union agrees that the Union and members of the Union will not cause, sanction or take part in the any strike whatsoever (whether sit-down, sit-in, sympathetic general or any other kind), walkout, picketing (except informational picketing), stoppage of work, retarding of work or any other interference.

Effective upon approval of this Agreement by the Westport Representative Town Meeting; the Town agrees that there shall be no lockout of employees covered by this Agreement during the life of this contract.

**ARTICLE XXVI
MEDICAL RESPONSE TECHNICIANS**

All employees hired after July 1, 1983 shall attain, as a condition of employment, Medical Response Technician certification within the first two years of employment, and shall maintain such certification as a continuing condition of employment. The Town shall provide the training necessary to complete said course.

**ARTICLE XXVII
DURATION**

Except as otherwise specifically provided in this Agreement, the terms herein become effective July 1, 2009 and shall continue in full force and effect without reopening, or change of any kind to June 30, 2013. Either party may demand negotiations for a new agreement on at least six (6) months written notice prior to June 30, 2013. Within thirty (30) days of receipt of such notification by either party, a conference shall be held between the town and the Union negotiation Committees for the purpose of negotiating a new Agreement.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed on this day of August, 2011.

TOWN OF WESTPORT

WESTPORT FIREFIGHTERS UNION

Gordon Joseloff
First Selectman

N.W. Gibbons, President
Local 1081, IAFF, AFL-CIO

WITNESS:

John Kondub
Finance Director

WITNESS:

Brett Kirby
Secretary

**SCHEDULE A
WAGES**

FF	Percent	1	2	3	4	5	6	7
7/1/09	0.00%	\$45,856	\$48,149	\$50,558	\$54,766	\$58,993	\$63,195	\$67,418
7/1/10	2.25%	46,888	49,232	51,696	55,998	60,320	64,617	68,935
7/1/11	2.50%	48,060	50,463	52,988	57,398	61,828	66,232	70,658
7/1/12	2.50%	49,261	51,725	54,313	58,833	63,374	67,888	72,425

Mechanic

7/1/09	0.00%	63,195	67,418
7/1/10	2.25%	64,617	68,935
7/1/11	2.50%	66,232	70,658
7/1/12	2.50%	67,888	72,425

Lieutenant

7/1/09	0.00%	77,513
7/1/10	2.25%	79,257
7/1/11	2.50%	81,238
7/1/12	2.50%	83,269

Inspector

7/1/09	0.00%	77,513	85,448
7/1/10	2.25%	79,257	87,370
7/1/11	2.50%	81,238	89,555
7/1/12	2.50%	83,269	91,794

Captain

7/1/09	0.00%	85,448
7/1/10	2.25%	87,370
7/1/11	2.50%	89,555
7/1/12	2.50%	91,794

For 2009-10 and 2010-11 employees not already on the top step of their classification at the beginning of those contract years have already advanced a step. For 2011-12 employees not already at the top step for their classification shall advance one step. There shall be no step advancement in 2012-13.

**SCHEDULE B
MASTER FIREFIGHTER PROGRAM**

ELIGIBILITY The Master Firefighter Program will be available to all regular members of the Westport Fire Department hired before July 1, 1999. Personnel hired after that date will not be eligible until successful completion of probation and attainment of Fighter II certification from the State of Connecticut.

COMPONENTS & WEIGHTS

The program will entail four (4) areas of assessment.

Fire Service Testing	\$400
Sick Leave/Attendance	\$1000
Wellness	\$1200
Commitment to Service	\$1200

In the event a Firefighter/Lieutenant/Inspector has received a suspension in that year, \$250 shall be deducted from the total amount earned in the program for each suspension period.

ASSESSMENT COMMITTEE

The Master Firefighter Program will be overseen by an Assessment Committee comprised of a Program Director, and an Assistant Chief and two (2) Union members. The Fire Chief will appoint the Program Director and the Assistant Chief, while the Executive Committee of the Union will appoint two (2) of its members to the Assessment Committee. The Assessment Committee will oversee and coordinate the content, scheduling and administration of all phases of the program and to rule on questions of clarity, including the validation of special services to the department and services to the community.

The Committee's interpretation and application of Article XXIV shall be final except where there is a tie vote and then the Chief shall make the final decision.

SPECIFICS CONCERNING COMPONENTS & WEIGHTS

1. FIRE SERVICE TESTING

Written Exam \$200 Maximum

A written exam will be given once a year and will be comprised of questions taken from any training provided by the department.

90%-100% = \$200
 75%-89% = score % of \$200
 (i.e., 78% = .78 x \$200=\$156)

Performance Test \$200 Maximum

Job related functional skills testing will be offered. Areas of performance will be apparatus operation, agility test type skills in protective clothing and selected specialty skills covered during annual training. The Assessment Committee will determine the specific tests to be held.

2. SICK LEAVE/ATTENDANCE \$1000 Maximum

The Firefighters sick leave usage will be examined for the previous year and the table below will be utilized to identify an appropriate amount for this category. One continuous absence that extends into the next month is counted as one month absence for computation purposes.

Sick Days	0	1	2	3	4	5	6
Months of Perfect							
12	\$1000						
11		\$900	\$800	\$750	\$650	\$550	\$450
10			\$750	\$600	\$550	\$400	\$300
9				\$400	\$350	\$250	\$200
8					\$250	\$200	\$100

3. WELLNESS \$1200 Maximum

To be eligible for this section, personnel must participate in all items from A to E inclusive. Personnel who wish to voluntarily participate in the Conditioning Program only (no attendance mandate) can do so. Firefighters will be tested in four (4) areas for physical fitness/wellness as listed below. Each area has

assigned to it the maximum possible amount available as part of the total \$1200 maximum that can be earned for this category.

A) Push Ups \$200 Maximum

Amount	<30 Years Male/Female	30-39 Male/Female	40-49 Male/Female	50+ Male/Female
\$20	26/14	22/10	18/6	14/2
\$40	28/16	24/12	20/8	16/4
\$60	30/18	26/14	22/10	18/6
\$80	32/20	28/16	24/12	20/8
\$100	34/22	30/18	26/14	22/10
\$120	36/24	32/20	28/16	24/12
\$140	38/26	34/22	30/18	26/14
\$160	40/28	36/24	32/20	28/16
\$180	42/30	38/26	34/22	30/18
\$200	44/32	40/28	36/24	32/20

OR

A1) Lat Pull Downs \$200 Maximum

The participant shall pull 67% of his/her body weight for as many repetitions as possible until exhaustion. Performance shall be evaluated as follows.

MALE - Age

Amount	<30	30-39	40-49	50+
\$50	6-8	5-7	4-6	3-5
\$100	9-11	8-10	7-9	6-8
\$150	12-16	11-15	10-14	9-13
\$200	>16	>15	>14	>13

FEMALE - Age

Amount	<30	30-39	40-49	50+
\$50	5-7	4-6	3-5	2-4
\$100	8-10	7-9	6-8	5-7
\$150	11-14	10-13	9-12	8-11
\$200	>14	>13	>12	>11

B) Canadian Trunk Strength Test \$200 Maximum

The participant begins in the supine position with the knee angle at 90 degrees and his/her fingertips touching the tape line placed perpendicular to the body. The participant then curls the upper spine to touch a second tape line placed 8 centimeters away from the first.

Number of Completed Reps — MALE

Amount	Age <35	Age 35-44	Age 45+
\$200	60	50	40
\$150	45	40	25
\$100	30	25	15
\$50	15	10	5

Number of Completed Reps — FEMALE

Amount	Age <35	Age 35-44	Age 45+
\$200	50	40	30
\$150	40	25	15
\$100	25	15	10
\$50	10	6	4

C) Vertical Jump \$ 200 Maximum

Dip finger in chalk dust. Stand sideways to wall, feet flat, reach as high as you can, and mark wall. Then, jump as high as possible, marking the wall again. Try this 3 times; the best jump will be counted.

Height in Inches

Amount	<30 Male/Female	Age 30-39 Male/Female	Age 40-49 Male/Female	Age 50+ Male/Female
\$200	26.5+	25+	22+	21+
\$150	24-26	22-24.5	19-21.5	17-20.5
\$100	21.5-23.5	20-21.5	17-18.5	15-16.5
\$50	20-21	18.5-19.5	15.5-16.5	13.5-14.5
\$25	17.5-19.5	16.5-18	14-15	12-13

OR

C1) Quadriceps Lift \$200 Maximum

On leg extension machine, weight will be set at 67% of participant's body weight. Participant should sit against back support pad. Participant can hold the handles. Participant will straighten the leg at the top to count as one repetition. Resting between reps, is not permitted. Participant is to do as many continuous repetitions as possible until exhaustion. The chart below will be used to evaluate performance.

MALE - Age

Amount	<30	30-39	40-49	50+
\$50	6-8	5-7	4-6	3-5
\$100	9-11	8-10	7-9	6-8
\$150	12-16	11-15	10-14	9-13
\$200	>16	>15	>14	>13

FEMALE - Age

Amount	<30	30-39	40-49	50+
\$50	5-7	4-6	3-5	2-4
\$100	8-10	7-9	6-8	5-7
\$150	11-14	10-13	9-12	8-11
\$200	>14	>13	>12	>11

D) Bicycle Endurance Test \$200 Maximum

Amount		Age <30 Male/Female.	Age 30-39 Male/Female	Age 40-49 Male/Female	Age 50+ Male/Female
\$10	Minutes	4:30/5:10	4:45/5:25	4:55/5:35	5:05/5:45
	Level	3.5/2.89	3.25/2.72	3.17/2.61	2.94/2.50
	Distance	1.35/1.44	1.38/1.49	1.39/1.51	1.42/1.55
\$20	Minutes	4:20/5:00	4:35/5:15	4:45/5:25	4:55/5:35
	Level	3.7/3.01	3.43/2.83	3.32/2.73	3.09/2.60
	Distance	1.33/1.42	1.36/1.47	1.37/1.49	1.40/1.53
\$30	Minutes	4:10/4:50	4:25/5:05	4:35/5:15	4:45/5:25
	Level	3.91/3.14	3.6/2.95	3.47/2.85	3.25/2.7
	Distance	1.3/1.39	1.34/1.48	1.35/1.47	1.38/1.51
\$40	Minutes	4:00/4:40	4:15/4:55	4:25/5:05	4:35/5:15
	Level	4.11/3.26	3.78/3.06	3.61/2.96	3.40/2.81
	Distance	1.28/1.37	1.32/1.43	1.33/1.45	1.36/1.49
\$50	Minutes	3:50/4:30	4:05/4:45	4:15/4:55	4:25/5:05
	Level	4.31/3.38	3.96/3.18	3.76/3.08	3.56/2.91
	Distance	1.26/1.35	1.3/1.4	1.31/1.43	1.34/1.47
\$75	Minutes	3:40/4:20	3:55/4:35	4:05/4:45	4:15/4:55
	Level	4.52/3.51	4.13/3.3	3.9/3.2	3.71/3.01
	Distance	1.24/1.33	1.28/1.38	1.28/1.41	1.31/1.44

\$100	Minutes Level Distance	3:35/4:15 4.72/3.63 1.22/1.31	3:50/4:30 4.31/3.41 1.26/1.36	4:00/4:40 4.06/3.32 1.26/1.39	4:10/4:50 3.87/3.11 1.29/1.42
\$150	Minutes Level, Distance.	3:30/4:10 4.92/3.75 1.19/1.28	3:45/4:25 4.49/3.52 1.24/1.34	3:55/4:35 4.2/3.43 1.24/1.37	4:05/4:45 4.02/3.22 1.27/1.4
\$175	Minutes Level Distance	3:25/4:05 5.13/3.88 1.17/1.26	3:40/4:20 4.66/3.64 1.22/1.32	3:50/4:30 4.35/3.55 1.22/1.35	4:00/4:40 4.18/3.32 1.25/1.38
\$200	Minutes Level Distance	3:20/4:00 5.33/4.0 1.15/1.24	3:35/4:15 4.84/3.75 1.2/1.3	3:45/4:25 4.5/3.67 1.2/1.33	3:55/4:35 4.33/3.42 1.23/1.36

OR

D1) 3 Minute Step Test \$300 Maximum

The participant steps up and down on a 12" step or bench for three minutes without stopping @ a cadence of 24 steps per minute. A metronome set at 96 beats per minute is used to maintain cadence (up, up, down, down w/both feet going all the way up on the step and then all the way, down on the floor). The cadence must be maintained .to make test valid. At exactly the three-minute mark, the participant must, sit down. The pulse rate-will then be taken within 5 seconds of completion and counted for one minute. Performance will be evaluated by the charts below.

MALE — Heart Rate

Amount	Age 18-25	Age 26-35	Age 36-45	Age 46-55	Age 56-65
\$300	70-81	73-82	72-85	78-88	72-88
\$250	82-90	83-90	86-97	89-98	89-97
\$175	91-100	91-100	98-104	99-108	98-104
\$100	101-106	101-108	105-112	109-117	105-112
\$25	107-114	109-116	113-118	118-121	113-118

FEMALE — Heart Rate

Amount	Age 18-25	Age 26-35	Age 36-45	Age 46-55	Age 56-65
\$300	72-87	72-90	74-92	76-95	74-96
\$250	88-99	91-102	93-103	96-105	97-105
\$175	100-109	103-111	104-110	106-116	106-112
\$100	110-117	112-120	111-119	117-120	113-118
\$25	118-124	121-127	120-127	121-126	119-127

E) Conditioning Program \$300

The department will develop a conditioning program utilizing aerobic and strength exercises geared towards the demands of Firefighting. Conditioning sessions will be conducted routinely on a published schedule. Personnel that wish to qualify for this portion of the program agree to complete 60 conditioning sessions of which 24 sessions shall be completed at Fire Headquarters between 0930 and 1130, on any days Tuesday through Friday. Fire Inspectors shall be permitted to complete conditioning sessions while on duty up to 60 conditioning sessions of which 24 must be with the trainer between 0930 -1130.

Attendance shall be monitored by shift officers or their designee. Authorized absences can be approved by the Chief or Deputy Chief of Operations.

4. COMMITMENT TO SERVICE

Personnel will be evaluated in the following areas to determine their individual commitment to serve the department and community. Each criterion has a value assigned to it.

Effective July 1, 2000 all employees certified as Emergency Medical Technicians, in addition to all other wages and benefits, shall receive a flat sum of Eight Hundred Dollars (\$800) per year upon certification (or recertification) and for as long as such certification is maintained. Payment therefore shall be made in the first pay period of July of each fiscal year to all employees who are certified EMTs on July 1 of that year. An employee submitting proof of certification or recertification during a fiscal year will be paid in the following July.

Special services to the department during the year under review \$300. Examples of special services would include some of the following; Mask Services, Dive Team, Haz Mat Team, Public Education Team, Computer Support. Personnel wishing to receive credit will submit in writing to the Deputy Chief of Operations or Chief.

Community support projects to the benefit of Westport and its citizens \$100. Request in writing to the Assessment Committee.

SCHEDULE C 24 HOUR SHIFTS

SECTION 1: Platoon Schedules

All shifts shall commence at 0700 hours and end at 0700 hours the following day.

Schedule "1-2-1-4"

Day/Plt	1	2	3	4	5	6	7	8
1	ON	OFF	OFF	ON	OFF	OFF	OFF	OFF
1 OT		OS 2 nd Called	OS 3 rd Called		OS 2 nd Called	OT (Plt 2)	OT (Plt 4)	OS 3 rd Called
2	OFF	OFF	ON	OFF	OFF	ON	OFF	OFF
2 OT	OT (Plt 1)	OS 3 rd Called		OS 2 nd Called	OS 3 rd Called		OS 2 nd Called	OT (Plt 3)
3	OFF	OFF	OFF	OFF	ON	OFF	OFF	ON
3 OT	OS 2' Called	OT (Plt 4)	OT (Plt 2)	OS 3 rd Called		OS 2 nd Called	3rd Called	
4	OFF	ON	OFF	OFF	OFF	OFF	ON	OFF
4 OT	OS 3 rd Called		OS 2 nd Called	OT (Plt 1)	OT (Plt 3)	OS 3 rd Called		OS 2 nd Called

ON= Regular duty tour 0700-0700 the following day

OT= Regular overtime shift covered (Covered Platoon in parenthesis)

OS= off shift overtime coverage (2nd or 3rd shift called)

SECTION 2: Overtime

Overtime shall be hired in 12 hour shifts: 0700-1900 and 1900-0700 the following day. Overtime shall be hired at 0530 for the OT shift beginning at 0700, and hired at 1630 for the shift beginning at 1900.

SECTION 3: Vacation Leave

Vacation leave may be taken as a 12 hour shift (day or night). This shall count as one (1) vacation day. Vacation leave may also be taken as a 24 hour shift (day and night). This shall count as two (2) vacation days. The accrual method of vacation days shall remain unchanged.

SECTION 4: Sick Leave

Sick leave may be taken as a 12 hour shift (day or night). This shall count as one (1) sick day. Sick leave may also be taken as a 24 hour shift (day and night). This shall count as two (2) sick days. The accrual method of sick days shall remain unchanged.

The sickness in the family leave shall remain unchanged.

SECTION 5: Funeral Leave

Funeral leave shall be granted as follows: for immediate family as defined in Article XII three (3) 12 hour shifts. All three shifts of leave shall run consecutively, beginning on the day of death, and ending on the earlier of the expiration of three consecutive scheduled work shifts of the employee or the day of burial, unless authorized otherwise by the Chief or Deputy Chief of Operations. Funeral leave shall be granted for extended family as defined in Article XII (i.e. one (1) 12 hour shift).

SECTION 6: Personal Leave Days

An employee shall be entitled to three 12 hour personal leave days in each fiscal year. Personal leave days may be taken as a 12 hour shift (day or night). This shall count as one (1) leave day. Personal leave days may also be taken as a 24 hour shift (day and night). This shall count as two (2) leave days. For each personal leave day taken, the employee will not be paid for the next holiday.

**SCHEDULE D
LIGHT DUTY**

1. All employees on injury shall be required to notify their treating physician that the Westport Fire Department has a light duty program.
2. A return to work slip limited to light duty shall be immediately forwarded to the Office of the Deputy Chief when issued by the treating physician. (Form Attached)
3. A light duty assignment or assignments will be created by the Deputy Chief upon release by the treating physician subject to any limitation imposed. The Department will establish a pool of work for employees on light duty assignment. This work shall be consistent with normally assigned duties not to exceed 42 hours per week for Firefighters/Lieutenants and 40 hours per week for Fire Inspectors. The nature of the work shall not tend to aggravate the employee's injury or retard the employee's recovery.
4. An employee shall work their normally assigned shift and/or schedule while on light duty, except as modified by the treating physician. A shift employee can request a schedule of straight days in lieu of their normally assigned Shift.
5. The uniform of the day while on light duty assignment shall be the standard work uniform unless otherwise indicated.
6. An employee on a light duty assignment shall be excused from duty to keep medical or therapeutic appointment that relate to the condition that caused the employee's light duty assignment. Time off shall include an hour travel time before and after such appointments.
7.
 - A. A vacation request submitted by an employee on light duty shall be considered independently from those submitted by employees on full duty.
 - B. An employee on injury leave and/or light duty for 60 days or longer during a fiscal year shall be compensated for unused vacation days at the following rate: 12 hours times the employee's regular hourly rate for each unused vacation day (8 hours Inspector).
 - C. Any employee on injury leave and/or light duty for 30 days or more occurring during the last quarter of the fiscal year (April 1st) shall have the option to receive compensation for their unused vacation days.
8. Employees on light duty shall not be allowed to work off-duty assignments.
9. An employee on non-line of duty leave (sick leave) may request a light duty assignment. Such assignment may be granted at the sole discretion of the Fire Chief or Deputy Chief.

Schedule D-Cont.

WESTPORT FIRE DEPARTMENT
DOCTOR'S CERTIFICATE FOR WORK AUTHORIZATION

Employee's Name: _____

Employee's Occupation/Job Title: _____

Physician Name: _____

Date of Exam/Treatment: _____

Date of Accident/Injury: _____

How long have you been the treating physician: _____

Restriction on Employee's Activities:

- (a) Return to normal duties with no restrictions: yes no
- (b) Can return to work and perform non firefighting light duty assignments: yes no
- (c) Cannot return to work and perform any task until release from doctor's care: yes no
- (d) Date Employee can return to Light Duty Work: _____
- (e) Expected Date at which time the Employee can return to full duty: _____
- (f) Next follow-up visit scheduled: _____

I, _____, hereby authorize release of the above information to the Town of Westport Fire Department and its authorized representatives.

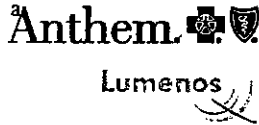
Signature of Employee

Date

Signature of Examining Physician

Date

SCHEDULE E



Lumenos HRA Plan Summary

The Lumenos® HRA plan is designed to empower you to take control of your health, as well as the dollars you spend on your health care. This plan gives you the benefits you would receive from a typical health plan, plus health care dollars to spend your way. And you'll have access to personalized services and online tools to help you reach your health potential.

Your Lumenos HRA Plan

First - Use your HRA to pay for covered services:
Health Reimbursement Account
 With the Lumenos Health Reimbursement Account (HRA), you receive an annual allocation from your employer in your HRA. Money in your HRA is used to help meet your annual deductible responsibility.

HRA Allocation from your employer
 \$1,500 individual coverage
 \$3,000 family coverage

The maximum amount of unused dollars that can roll over year to year is \$4,500 individual / \$9,000 family.

Earn More Money for Your Account
 What's special about your HRA plan is that you may earn additional funds for your health account through the Healthy Rewards incentive program.

Healthy Rewards
If you do this: **You can earn this in your HRA:**
 Complete the Health Assessment online \$50
 Enroll in the Personal Health Coach Program \$100
 Graduate from the Personal Health Coach Program \$200
 Complete our Smoking Cessation Program \$50
 Complete our Weight Management Program \$50

Some eligibility requirements apply. See page 2 for program descriptions..

Plus - To help you stay healthy, use:
Preventive Care
 100% coverage for nationally recommended services.

Preventive Care
 No deductions from the HRA or out-of-pocket costs for you as long as you receive your preventive care from an in-network provider. If you choose to go to an out-of-network provider your deductible or traditional health coverage benefits will apply.

Then -
Your Bridge
 After you use all of the money in your HRA, you then pay a Bridge amount out of your pocket until you meet your annual deductible responsibility. Your HRA dollars plus your Bridge amount add up to your annual deductible responsibility.
Health Account + Bridge = Deductible

Bridge
 Your bridge responsibility will vary

Annual Deductible Responsibility
 \$1,500 individual coverage
 \$3,000 family coverage

If Needed -
Traditional Health Coverage
 Your Traditional Health Coverage begins after you have paid your Bridge amount.

Traditional Health Coverage
After your bridge, the plan pays:
 100% for in-network providers 80% for out-of-network providers

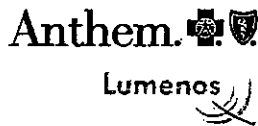
Additional Protection
 For your protection, the total amount you spend out of your pocket is limited. Once you spend that amount, the plan pays 100% of the cost for covered services for the remainder of the plan year.

Annual Out-of-Pocket Maximum
In-Network Providers and Out-of-Network Providers
 \$3,000 individual coverage
 \$6,000 family coverage

Your annual out-of-pocket maximum consists of funds you spend from your HRA, your Bridge responsibility and your coinsurance amounts.

If you have questions, please call toll-free 1-888-224-4896.

CCRA188 1500 100/80 (1/09)



Lumenos HRA Plan Summary

Healthy Rewards Program

Your employer will provide you with additional health care dollars in your HRA for the following:

- **Health Assessment:** You and your family members can complete the Health Assessment, our online tool designed to help measure your overall health. One adult family member is eligible to earn \$50 in your HRA per plan year. The health information you provide is strictly confidential.
- **Personal Health Coach:** If you qualify for the Personal Health Coach Program, you'll receive one-on-one assistance from a specially trained registered nurse to help you manage a health condition. Health conditions may include but are not limited to diabetes, asthma, depression, high blood pressure, heart disease and pregnancy. You'll receive \$100 in your account for enrolling in the Personal Health Coach Program (one reward per covered person per year). You'll receive \$200 for achieving your health goals and graduating from the Personal Health Coach Program (one reward per covered person per year).
- **Smoking Cessation Program:** This program helps you manage withdrawal symptoms, identify triggers and learn new behaviors and skills to remain tobacco-free. Participation is open to you and your covered family members age 18 or older, and includes counseling support and tools, including nicotine-replacement therapy coverage. You and your spouse are eligible to receive \$50 in your HRA (one reward per person per lifetime) for completing this program.
- **Weight Management Program:** Our Weight Management Program is a personalized phone course designed to help you adopt lifestyle changes necessary to lose weight and maintain weight loss. A team of counselors (a registered dietitian and health educator) with expertise in weight management will help you address healthy eating, physical activity and exercise, stress management, and more. You and your covered family members age 18 and older who have a Body Mass Index (BMI) of 25 or higher are eligible for this program. You and your spouse are eligible to receive \$50 in your HRA (one reward per person per lifetime) for completing the program.

Summary of Covered Services

Preventive Care

Anthem's Lumenos HRA plan covers preventive services recommended by the U.S. Preventive Services Task Force, the American Cancer Society, the Advisory Committee on Immunization Practices (ACIP) and the American Academy of Pediatrics. The Preventive Care benefit includes screening tests, immunizations and counseling services designed to detect and treat medical conditions to prevent avoidable premature injury, illness and death.

All preventive services received from an in-network provider are covered at 100%, are not deducted from your HRA and do not apply to your deductible. If you see an out-of-network provider, then your deductible or out-of-network coinsurance responsibility will apply.

The following is a list of covered preventive care services:

Well Baby and Well Child Preventive Care

Office Visits through age 18; including preventive vision exams.

Screening Tests for vision, hearing, and lead exposure. Also includes pelvic exam, Pap test and contraceptive management for females who are age 18, or have been sexually active.

Immunizations:

- Hepatitis A
- Hepatitis B
- Diphtheria, Tetanus, Pertussis (DtaP)
- Varicella (chicken pox)
- Influenza – flu shot
- Pneumococcal Conjugate (pneumonia)
- Human Papilloma Virus (HPV) – cervical cancer
- H, Influenza type b
- Polio
- Measles, Mumps, Rubella (MMR)

Adult Preventive Care

Office Visits after age 18; including preventive vision exams.

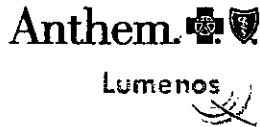
Screening Tests for vision and hearing, coronary artery disease, colorectal cancer, prostate cancer, diabetes, and osteoporosis. Also includes mammograms, as well as pelvic exams, Pap test and contraceptive management.

Immunizations:

- Hepatitis A
- Hepatitis B
- Diphtheria, Tetanus, Pertussis (DtaP)
- Varicella (chicken pox)
- Influenza – flu shot
- Pneumococcal Conjugate (pneumonia)
- Human Papilloma Virus (HPV) – cervical cancer

If you have questions, please call toll-free 1-888-224-4896.

COVA100 1/08 4896 (1/08)



Lumenos HRA Plan Summary

Summary of Covered Services (Continued)

Medical Care

Anthem's Lumenos HRA plan covers a wide range of medical services to treat an illness or injury. You can use your available HRA funds to pay for these covered services. Once you spend up to your deductible amount for covered services, you will have Traditional Health Coverage available to help pay for additional covered services.*

The following is a summary of covered medical services under Anthem's Lumenos HRA plan:

- Physician Office Visits
- Inpatient Hospital Services
- Outpatient Surgery Services
- Diagnostic X-rays/Lab Tests
- Emergency Hospital Services
- Inpatient and Outpatient Mental Health and Substance Abuse Services
- Maternity Care
- Chiropractic Care
- Prescription Drugs
- Home health care and hospice care
- Physical, Speech and Occupational Therapy Services
- Durable Medical Equipment

Some covered services may have limitations or other restrictions. With Anthem's Lumenos HRA plan, the following services are limited:

- Skilled nursing facility services limited to 120 days per member calendar year.
- Home Health care services limited to 200 visits per member calendar year (including 80 Home Health Aide visits).
- Inpatient rehabilitative services limited to 100 days per member per calendar year.
- PT/OT/ST and chiropractic services limited to a combined total of 50 visits per member per calendar year.
- Inpatient hospitalizations require authorizations.
- Your Lumenos HRA plan includes a lifetime maximum of \$1,000,000 per member for out-of-network services.

* For a complete list of exclusions and limitations, please reference your Certificate of Coverage.

If you have questions, please call toll-free 1-888-224-4896.



Lumenos HRA Plan Summary

This summary is a brief outline of the benefits and coverage provided under the Lumenos plan. It is not intended to be a complete list of the benefits of the plan. This summary is for a full year in the Lumenos plan. If you join the plan mid-year or have a qualified change of status, your actual benefit levels may vary.

Additional limitations and exclusions may apply.



In Connecticut, Anthem Blue Cross and Blue Shield is the trade name of Anthem Health Plans, Inc. In New Hampshire Anthem Blue Cross and Blue Shield is the trade name of Anthem Health Plans of New Hampshire, Inc. In Maine, Anthem Blue Cross and Blue Shield is the trade name of Anthem Health Plans of Maine, Inc.. Independent licensees of the Blue Cross and Blue Shield Association. ® Registered marks Blue Cross and Blue Shield Association. ® LUMENOS is a registered trademark.

If you have questions, please call toll-free 1-888-224-4896.

COBDA 188 4500 (00/00) (4/00)

Berchem, Moses & Devlin, P.C.
Internal Memorandum

BACK UP MATERIAL
RTM ITEM # 2

To: Floyd Dugas
From: Jeff Mogan
Date: August 29, 2011
Re: Town of Westport – Firefighter Settlement

In response to First Selectman Joseloff's request (on behalf of a member of the RTM) for information regarding recent fire arbitration awards/ contract settlements, attached please find two documents¹ that contain the following: (1) firefighter wage settlements from 2009 to 2012; (2) wage awards for all fire interest arbitration from 2008 to the present; (3) analysis of wage increases for all bargaining units resulting from arbitration awards from Jan. 1 2010 through April 31, 2011; (4) analysis of wages increases for all bargaining units resulting from negotiated settlements from Jan. 1, 2010 through April 31, 2011; (5) employee health insurance premium cost share percentages for select fire units as of 2009; and (6) recent fire settlements for employee health insurance premium cost share. It is my understanding that Westport's Fire settlement primarily involved wages and health insurance, and I have therefore limited analysis to those areas. If First Selectman Joseloff would like additional analysis or a review of contract settlements/ arbitration awards concerning other issues, please let me know.

In brief, the attached data reveals that Westport's wage settlements are better than average for 2009–2012. Specifically, comparing fire bargaining unit settlements across the state since 2008, the average wage settlement for 2009 – 2012 was 1.53%, 2.27%, 2.47%, and 2.43%, or *8.70% over four years*. Westport, however, agreed to wage increases of 0%, 2.25%, 2.5% and 2.5%, or *7.25% over four years*. As a note, fire-specific data is sparse, as compared to other bargaining units such as town hall, DPW etc., as 75% of fire departments in the state are volunteer only (240 of the 321 total fire departments). This is further evidenced by the fact that there have been only three fire interest arbitrations awards since 2008. The average total four year wage increase (2009 – 2012) resulting from such awards is 7.13%, just a fraction below Westport's total wage settlement of 7.25%.

Considering negotiated wage settlements from all bargaining units from Jan. 1, 2010 through April 31, 2011, the average total *four year wage increase for 2009 - 2012 (FY10 - 13)* is 9.25%, two percent higher than Westport's total wage settlement. Likewise, the wage increase imposed by arbitration awards during the same period is 7.70%, also higher than Westport's wage settlement.

¹ Documents # 403825, 403827. First Selectman Joseloff also asked about pending fire arbitrations. However, I have not been able to locate a list of pending fire arbitration as neither the SBMA nor CCM maintains such information.

The above wage settlement data is particularly impressive given that Westport ranks 4th in the state AENGLC ranking, meaning, in short, that only 3 municipalities in the entire state have a greater ability to pay (Greenwich, New Canaan, and Darien). Thus, Westport achieved lower wage increases than numerous fire departments in towns that have less ability to pay, such as West Hartford and Wallingford, and should theoretically have achieved settlements more favorable than Westport.

Employee premium cost share also compares favorably. Whereas Westport fire employee previously contributed 5% as of 2009, well below the 10% average employee contribution of the fire departments analyzed in the attached, the recent settlement increases contributions to 13% commencing Jan. 1, 2013. While there are fire departments where employee contributions remain higher, such as East Lyme and Manchester, Westport has successfully transitioned from significant below average to above average in the area of employee premium cost share. In addition, the agreement now also includes an HRA option, with employee cost share increasing from 5% in 2009 to 11% in 2013.

Analyzing the two fire departments that First Selectman Joseloff specifically mentioned, New Canaan and Greenwich, Westport's recent settlement again compares favorably.² **New Canaan** settled for 2.25% wage increases for each year of the contract, 2010, 2011 and 2012. Notably, however, New Canaan's prior contract included a 4% wage increase in 2009. Therefore, Westport agreed to *7.25% over four years*, while New Canaan agreed to 6.25% over three years and, including 2009 from the prior contract, *10.25% over four years*.

Like Westport, New Canaan increased employee cost share. While New Canaan's PPO cost share increases to 14% in FY13, compared to Westport's 13% maximum beginning Jan. 1, 2013, it is important to emphasize that as of 2009 Westport's fire employees contributed only 5%, while New Canaan's contributed 8%. As such, Westport made significant strides in the area of employee cost share, increasing cost share over the life of the contract by *2% more* than the increase agreed to by New Canaan.

As to **Greenwich**, a 2010 arbitration award imposed wage increases for 2009, 2010 and 2011 of 0%, 3%, and 2%, or 5% over three years. As stated, Westport agreed to a four year increase of 7.25%. It is all but guaranteed that after taking a 0% in 2009, Greenwich fire will agree to a wage increase of at least 2.25% for 2012, meaning that Westport's negotiated settlement is at least equal to that imposed by arbitration in Greenwich.³

² As stated above, the only other municipality in the state with a higher AENGLC ranking than Westport is Darien. However, Darien's fire services are provided by a fully volunteer department.

³ The award did not include health insurance and Greenwich does not offer a PPO or HRA, meaning that Westport's increased employee cost share is not directly comparable.

**TOWN OF WESTPORT
 and
 IAFF LOCAL 1081**

Summary of Revised Settlement

Following are the material components of the settlement reached between the Town and Local 1081.

1. Term

July 1, 2009 – June 30, 2013

2. Wages

7/1/09 – 6/30/10	0%
7/1/10 – 6/30/11	2.25%
7/1/11 – 6/30/12	2.50%
7/1/12 – 6/30/13	2.50%

Step movement already occurred in the 1st, 2nd and 3rd year; however, will not occur in 4th year.

3. Health Insurance

A. PPO

<u>Co-pays</u>	<u>Current</u>	<u>New</u>
Office Visit	\$10	\$15
In-patient Hospital	\$100	\$200
Out-patient Surgery	\$0	\$50 7/1/10 - \$100 7/1/11
Emergency Room	\$25	\$50 7/1/10 - \$100 7/1/11
Urgent Care	\$25	\$50
Rx	\$5/10/25	\$5/15/30
Add Specialty Pharmacy – Prior Authorization Required		

B. Health Reimbursement Account (HRA)

Deductible: \$1,500 individual/\$3,000 family (funded 75% by Town)

C. Contributions

	<u>PPO</u>	<u>HRA</u>
7/1/10	8%* (now 5%)	7%*
7/1/11	10%	9%
1/1/13	13	11%

*not retroactive

4. **Material Language Changes**

- A. Probationary Period (Art. II, Sec. 1) – Extended to one year
- B. Reduction In Force (Art. II, Sec. 7) – Added a provision outlining how a reduction in force would be carried out if necessary. It is seniority based. Unlimited recall in the event of a reduction in rank.
- C. Minimum Manning (Art. VI, Sec. 2) – Increase minimum manning from 13 to 14 per shift. Current staffing is 15.
- D. Training (Art. VIII, Sec. 4) – Training exercises may not take place on 5 specific holidays.
- E. Light Duty (Art. XI, Sec. 4) – Adopted light duty policy and incorporated into the contract.
- F. Promotion (Art. XX, Sec. 5) – Increase time in the job from 8 to 10 years to be eligible for promotion to Assistant Chief; 8 years to be eligible for promotion to Lieutenant, incorporate requirement for EMT and Firefighter II certifications.
- G. Twenty-Four Hour Shifts – Convert “pilot” program to permanent.
- H. Union agrees to participate in a Pension Review Committee which shall study and make recommendations for reducing pension costs.

**Fire Interest Arbitration Wage Awards
(2008-Present)**

Bristol Fire 2008-MBA-038 (5/6/10) – Webber	Wages: 7/1/07: 3% 7/1/08: 2% 7/1/09: 0% 7/1/10: <u>1.5%</u> 6.5%	Greenwich Fire 2010-MBA-310 (6/23/10) – Foy	Wages: 7/1/09: 0% 7/1/10: 3% 7/1/11: <u>2%</u> 5%
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Wallingford Fire 2010-MBA-318 (10/7/10) – Weiner	Wages: 7/1/09: 0% 7/1/10: 3% 7/1/11: <u>3.25%</u> 6.25%
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	FY08	FY09	FY10	FY11	FY12
Average	3.00%	2.00%	0%	2.5%	2.63%
Min.	3.00%	2.00%	0%	1.5%	2.00%
Max.	3.00%	2.00%	0%	3.00%	3.25%

**General Wage Increases for Arbitration Awards
Jan. 1, 2010 - April 31, 2011 (all bargaining units)**

	FY10	FY11	FY12	FY13
Average	.91%	2.20%	2.34%	2.25%
Min.	0%	1.00%	0%	2.00%
Max.	3.00%	3.25%	3.25%	2.50%

**General Wage Increases for Negotiated Settlements
Jan. 1, 2009 - April 31, 2011 (all bargaining units)¹**

	FY10	FY11	FY12	FY13	FY14
Average	2.09%	2.39%	2.47%	2.30%	2.00%
Min.	0%	0%	0%	1.00%	1.50%
Max.	4.25%	4.25%	4.00%	3.25%	2.50%

¹ Data for GWI for arbitration awards and negotiated settlements based on statistics reported to CCM.

Health Insurance - Employee Premium Cost Shares

As of 2009 (Westport employee contribution in 2009 = 5%)

Colchester	13%
East Hartford	12%
East Haven	7%
East Lyme	10%
Greenwich	7%
Hamden	11%
Manchester	16%
Meriden	8%
Milford	0%
New Canaan	8%
New Haven	14.25%
New London	8%
Norwalk	8%
Stamford	9%
Stratford	10%
Wallingford	10%
Waterbury	20%
AVERAGE	10.07%

Select Recent Fire Settlements – Employee Cost Share

Muni.	Unit	Plan Type	FY10	FY11	FY12	FY13
New Canaan	Fire	PPO	9%	12%	13%	14%
Greenwich	Fire	HSA/POS/HMO	8%	10%	10%	
Wallingford	Fire	PPO/HMO		12%	13%	
East Haven	Fire	PPO		7%	7%	
Norwalk	Fire	POS	9%	10%		
East Lyme*	Fire	PPO	11.5%	13.5%	14%	15%

*East Lyme – for simplicity purposes, .5% increases during each FY not identified

Westport:

PPO: 7/1/10 – 8%	HRA: 7/1/10 – 7%
7/1/11 – 10%	7/1/11 – 9%
1/1/13 – 13%	1/1/13 – 11%

**Town of Westport Fire Department
Preliminary Labor Contract Cost- Out
For FYE 6/30/10 through 6/30/13**

	Base Period 7/1/2009	Addl Cost 2009-10	Addl Cost 2010-11	Addl Cost 2011-12	Addl Cost 2012-13
Salaries					
Base	3,782,740				
Steps GWI Total		96,468	81,625 89,119	72,034 101,249	0 105,851
		96,468	170,744	173,283	105,851
Overtime	1,200,000	20,200	52,680	59,552	56,877
Uniforms	46,300	0	0	0	0
Health Insurance (10-11 fully allocated	1,403,875	n/a	n/a	(52,766)	(38,695)
Pension Plan Funding 20.3%, 09-10 base)	767,896	19,583	0 34,661	0 35,176	0 21,488
Medicare (09-10 base)	47,011	1,399	0 2,476	0 2,513	0 1,535
Total	7,247,822	137,650	260,561	217,758	147,056

Total Additional Cost Four Years 763,024