

COLLECTIVE BARGAINING AGREEMENT¹
BETWEEN
THE TOWN OF WESTPORT
AND
LOCAL # 1081
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS,
AFL-CIO

JULY 1, 2021 - JUNE 30, 2025

¹ Based on Interest Arbitration Award, Case#2022-MBA-59, dated October 20, 2023

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The following Contract, effective July 1, 2021 (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, Assistant Chiefs and Fire Department Apparatus Supervisor. Excluded from this agreement are the Fire Chief, Deputy Chief of Operations and Fire Marshal.

ARTICLE II EMPLOYEE STATUS

SECTION 1. PROBATIONARY PERIODS

- (a) All newly hired employees shall be subject to a probationary period which shall begin at the date of hire and continue until one (1) year from the date the employee graduates the Connecticut Fire Academy.
- (b) If a newly hired employee does not attend the Connecticut Fire Academy, his/her probation shall be twelve (12) months from the date of hire.
- (c) At no time will probation exceed eighteen (18) months unless the administration and union executive board agree that exigent circumstances exist.
- (d) A probationary employee may be summarily dismissed without a hearing. Any new employee who has satisfactorily completed his/her probationary period shall be deemed to be a permanent employee.
- (e) 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.
- (f) 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.

If the State of Connecticut Office of Education and Data Management (OEDM) does not offer the prescribed courses, cancels the prescribed courses, or does not offer adequate enrollment opportunities during the probationary period, the Fire Inspector's probationary period shall be extended one (1) year to permit the employee to take and pass the test; provided, however, the employee shall nonetheless be entitled to step movement one (1) year from the date of promotion.

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 a bargaining unit position, 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 Assistant Chief, Lieutenant or Fire Inspector, rank seniority shall prevail in that members with the least seniority in the rank shall be reduced in rank first, in reverse order of seniority.

Members reduced in rank from the position of Assistant Chief, Lieutenant or Fire Inspector shall be offered any open position in the prior rank held. If there are no vacant positions, the employee shall be allowed to bump the least senior employee in the prior position held, or if there is no one in the prior position with less department seniority shall be allowed to bump the least senior employee in the prior position held, or if there is no one in their prior position with less department seniority shall be offered a position 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 Assistant Chief, 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 Apparatus Supervisor shall have the right to re-instatement as a Firefighter or Apparatus Supervisor, whichever is applicable whenever there is a vacancy for that position. Such re-instatement shall take priority over any eligibility 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 Assistant Chief, Lieutenants and Fire Inspectors, and in order of department seniority for Firefighters and Apparatus Supervisors. 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 Assistant Chief, 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 Apparatus Supervisor shall maintain their recall rights for 2 years from his/her last day worked.

The laid off member shall maintain an accurate mailing address and telephone number and/or email address with the department for the two year period. The department shall provide recall notification to that address by certified mail, 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**

Any personnel 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.

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 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) shifts, 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) business 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. 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. 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. 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.

SECTION 3. DRUG TESTING

Employees shall be subject to reasonable suspicion and random drug testing in accordance with the policy set forth in Schedule H.

SECTION 4. ARREST

Any employee arrested for on or off duty conduct, he/she shall promptly report the arrest to the Shift Commander.

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 workday for employees performing firefighting duties shall consist of 24 hour tours of duty consisting of two (2) consecutive 12 hour shifts. All regular tours of duty for employees performing firefighting duties shall commence at 0700 hours and end at 0700 hours the following day. Platoons will rotate an eight (8) day schedule as shown below:

Day	1	2	3	4	5	6	7	8
P1	ON	OFF	OFF	ON	OFF	OFF	OFF	OFF
P2	OFF	OFF	OFF	OFF	ON	OFF	OFF	ON
P3	OFF	OFF	ON	OFF	OFF	ON	OFF	OFF
P4	OFF	ON	OFF	OFF	OFF	OFF	ON	OFF
Reg OT	3/2/4	2/1/3	2/4/1	4/3/2	4/1/3	1/2/4	1/3/2	3/4/1
Outside	2/4/3	3/1/2	4/1/2	2/3/4	1/3/4	4/2/1	3/2/1	1/4/3
On Call	4	1	1	3	3	2	2	4

- b) The work week for the Fire Prevention Inspectors shall be forty (40) hours on a schedule of four (4) ten (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. The "workday" for the Fire Prevention Inspectors shall be defined as a ten (10) hour day.
- c) The work week for the Department Apparatus Supervisor shall be forty (40) hours per week. The Department Apparatus Supervisor 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. The "workday" for the Apparatus Supervisor shall be defined as an eight (8) hour day.
- d) The work week for the Assistant Chief Training Officer shall be forty (40) hours per week. The Assistant Chief Training Officer 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. The "work day" for the Assistant Chief Training Officer shall be defined as an eight (8) hour day.
- e) The Assistant Chief Training Officer, Apparatus Supervisor and Inspectors shall not be scheduled to work, without loss of pay, for those holidays listed in Article VIII of this Agreement, subject, however, to the requirements of the service. If required to work due to such service requirements, they shall do so without any

additional pay. In the event an Assistant Chief Training Officer, Apparatus Supervisor or Inspector is called in to work outside of the normal eight (8) hours that is the holiday, they shall be paid overtime in accordance with Article VII of this Agreement.

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.

The minimum manning level shall be 15, provided however, it shall revert back to 14 should the Town experience severe financial problems resulting in a Town-wide (exclusive of the Board of Education) reduction in force, in which event the Town shall provide the Union with 60 calendar days advance notice. Any such reduction in the minimum manning shall be subject to the grievance and arbitration process. Accordingly, the minimum manning shall be as follows: fifteen (15) employees including eleven (11) firefighters, one (1) Assistant Chief or Deputy Chief of Operations or Acting Captain and three (3) Fire Lieutenants or Acting Lieutenants on duty at all times.

In the event that the Department provides mutual aid to another Department or community, and if the mutual aid is for station coverage, once aid extends beyond two (2) hours from dispatch time, the Department shall hire replacement personnel in accordance with Article VI, Section 1. If the apparatus assigned to station coverage is requested to respond to the scene of the original incident that prompted the request for station coverage the Department shall immediately hire replacement personnel in accordance with Article VI, Section 1.

In the event that the Department provides mutual aid to another department or community and the unit is dispatched directly to the scene, the responding Assistant Chief will determine upon arrival at the scene if Westport units will be committed to the scene in any operational capacity, and if so, will direct the Department to hire replacement personnel in accordance with Article VI, Section 1.

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 and calculated pursuant to Schedule J.
- 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.

- a) The Fire Chief shall establish three (3) overtime rosters, one (1) consisting of all Firefighters, and one (1) overtime roster consisting of all Fire Lieutenants and one (1) consisting of all Assistant Chiefs. 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. If it is an Assistant Chief or Acting Captain 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 Assistant Chief overtime roster, except as provided 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.

- b) The Assistant Chief Training Officer shall be responsible for restoring manpower strength pursuant to Article VI during the day shift, Monday through Friday at no additional cost except for those hours worked in excess of his normally scheduled workday. In the event the Assistant Chief Training Officer is unavailable due to illness, vacation, or other approved form of leave, the Deputy Chief of Operations may work these shifts. In the event the Assistant Chief Training Officer and the Deputy Chief are unavailable then overtime work shall be hired from the Assistant Chief's overtime roster. Nothing herein prevents the Assistant Chief Training Officer from working overtime at any other time, except that overtime will be hired in order pursuant to Article V, and the Assistant Chief Training Officer will be offered the overtime last.

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.

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 | Good Friday |
| Thanksgiving Day | Memorial Day |
| Christmas Eve | Juneteenth |
| Christmas 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; for the Assistant Chief Training Officer shall be computed by multiplying his/her regular hourly rate by 10 hours and for Fire Inspectors and the Apparatus Supervisor, 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 Apparatus Supervisor and Assistant Chief Training Officer 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.

ARTICLE IX VACATIONS

SECTION 1.

In each fiscal year, each employee who has completed one (1) year or more, but less than eleven (11) years of service on June 30th shall be entitled to fifteen (15) days of vacation leave with pay in the next ensuing fiscal year. Thereafter each employee who has completed eleven (11) or more years of service on June 30th of any fiscal year shall receive the following days of vacation leave with pay in the next ensuing fiscal year.

Completion of eleven (11) years	sixteen (16) vacation days
Completion of twelve (12) years	seventeen (17) vacation days
Completion of thirteen (13) years	eighteen (18) vacation days
Completion of fourteen (14) years	nineteen (19) vacation days
Completion of fifteen (15) years	twenty (20) vacation days

Effective July 1, 1999

Completion of twenty (20) years	twenty-one (21) vacation days
Completion of twenty-one (21) years	twenty-two (22) vacation days
Completion of twenty-two (22) years	twenty-three (23) vacation days
Completion of twenty- three (23) years	twenty-four (24) vacation days
Completion of twenty-four (24) years	twenty-five (25) vacation days
Completion of twenty-five (25) years	twenty-five (25) vacation days

SECTION 2.

If any employee has less than the required full year of employment prior to the close of the fiscal year, he/she shall be credited with earned vacation time which may be scheduled upon the completion of twelve (12) months of service as follows:
Number of full months of service divided by 12 x 15 days.

SECTION 3.

Any employee who is entitled to vacation leave at the time his/her service terminates shall receive one (1) day's vacation pay for each day of such unused leave. In the event that an employee is entitled to vacation leave at the time of his/her death, his/her spouse shall receive vacation pay on the same basis as that to which the employee is entitled in the case of termination. If such employee is not survived by a spouse, such vacation pay shall be paid to his/her estate.

SECTION 4.

Employees may select and take their vacation leave at any time during the fiscal year, except that the Chief shall have the right to limit the number of employees per platoon who may be on vacation leave at the same time to three (3) Firefighters and one (1) Lieutenant.

SECTION 5.

In the event of a conflict concerning the choice of vacation leave, preference shall be given on the basis of rank and seniority, except that when an employee splits his/her vacation, his/her rank and seniority shall not apply to a second choice of vacation leave if it is in conflict with another employee's first choice of vacation leave, and shall not apply to his/her third choice of vacation leave if it is in conflict with another employee's second choice of vacation leave and so on. Each employee who splits his/her vacation shall identify his/her order of preference for each portion of such vacation leave.

SECTION 6.

For employees performing firefighting duties, 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 workday. This shall count as two (2) vacation days. The accrual method of vacation days shall remain unchanged. Vacation days for employees not performing firefighting duties shall be the same as their "workday."

SECTION 7.

Any employee on sick leave for 30 days or more occurring during the last quarter of the fiscal year (April 1 to June 30) shall receive compensation for any unused vacation days.

**ARTICLE X
SICK LEAVE**

SECTION 1. ENTITLEMENT

Each present employee shall be entitled to any unused sick leave accumulated under any previous agreements and shall continue to accumulate sick leave at the rate of one

(1) shift per month and, upon exhausting accumulated sick leave, shall be entitled to an additional ninety (90) days at half (1/2) pay during the balance of his/her employment under this Agreement.

For employees performing firefighting duties, 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 tour of duty (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. Sick days for employees not performing firefighting duties shall be the same as their "workday."

SECTION 2. USAGE

Each employee hired on or after July 1, 1977 shall be allowed to accumulate sick leave as set forth above, however said employees shall be advanced twelve (12) sick days upon employment and shall be entitled to an additional ninety (90) days at half (1/2) pay. In the event an employee uses sick leave in advance and is terminated, the Town may require him/her to pay back such leave costs.

SECTION 3. EXTENSIONS

The First Selectman for reasonable cause may extend any of the above for not more than sixty (60) days if the employee is unable to return to work because of sickness or disability upon expiration of his/her sick leave.

SECTION 4. SICK LEAVE WITHOUT PAY

If any employee uses all of his/her sick leave and any extensions, and is not eligible to be placed on pension, he/she will be placed on sick leave without pay to a maximum 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.

Prior to the employee being placed on unpaid sick leave the employee must exhaust all available sick and vacation days. An approved leave will run concurrently with any entitlement the employee may have under FMLA.

SECTION 5.

If a bargaining unit employee is out for sick or injury leave for sixty (60) calendar days or more, the Town shall have the right to require a clearance from the treating physician and/or a fitness for duty examination.

**ARTICLE XI
INJURY LEAVE**

SECTION 1.

Each employee who is injured in the line of duty and within the scope of his employment shall be entitled to injury leave with full pay from the date of injury, until such time as the first of the following occurs:

- 1) he is able to return to duty;
- 2) he is placed on Disability Pension;
- 3) he has reached maximum medical improvement as determined by his treating physician and is no longer able to perform firefighting duties;
- 4) eighteen (18) calendar months have passed, provided that eighteen (18) months shall be extended by up to six (6) months if the treating physician certifies that it is likely the employee will be able to return to work during that period.

The Town reserves the right to send the employee to its physician, and then to a third if the two physicians disagree. The decision of a majority of three shall be controlling.

An approved leave will run concurrently with any entitlement the employee may have under FMLA.

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 two (2) tours of duty for

firefighting employees, or three workdays for the Assistant Chief Training Officer, Fire Inspectors and the Apparatus Supervisor 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) shift in the case of firefighting employees, or one (1) workday in the case of Assistant Chief Training Officer, Apparatus Supervisor and Fire Inspectors 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) shift in the case of a firefighting employee, or one (1) workday in the case of the Assistant Chief Training Officer, Apparatus Supervisor and Fire Inspectors 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.

SECTION 4.

An employee shall be entitled to three (3) shifts of personal leave in each fiscal year. Personal leave for employees performing firefighting duties 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 tour of duty (day and night). This shall count as two (2) leave days. Personal days for the Assistant Chief Training Officer, Apparatus Supervisor and Fire Inspectors shall also be the same as their "workday." The Assistant Chiefs shall be entitled to three (3) shifts that are only to be used for day shifts Monday – Friday. Employees may use personal days in conjunction with vacation. For each personal leave day taken, the employee will not be paid for the next holiday.

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, reflective insulated raincoat 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, Apparatus Supervisor	\$825.00
Inspector, Lieutenant	\$850.00
Assistant Chiefs	\$850.00

ARTICLE XVII INSURANCE

SECTION 1.

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

- a) The Anthem Blue Cross Lumenos High Deductible Plan for an employee plus eligible dependents summarized in Appendix D.
- b) The Lumenos High Deductible Plan (HDHP), with deductibles of \$2,000 (individual) and \$4,000 (two-person and family) funded fifty percent (50%) by the Town, and a Health Savings Account (HSA), which funding shall occur on the first day of the plan year.
- c) Blue Cross Flexible Dental Plan shall be provided for covered members and their families.
- d) 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.
- e) 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.
- f) Active employees who are eligible for coverage under another Town of Westport or Westport Board of Education plan, e.g. his/her spouse, shall not be eligible for coverage in more than one Town/Board sponsored plan.

- g) During the term of this Agreement, the Town agrees to pay each bargaining unit member who is eligible for and who declines health and prescription coverage and who is not covered by another Town or Westport Board of Education sponsored plan, an annual stipend for opting out of Single of Two Thousand Dollars (\$2,000), Single Plus One, Three Thousand Five Hundred (\$3,500) and for Family coverage, Five Thousand (\$5,000). The stipend shall be taxable as ordinary income to the employee. The employee must provide proof that he or she has coverage through a group plan. The stipend will be paid one half on July 1 and one half on January 1. Should an employee terminate the Town retains the right to recover, on a pro-rata basis, the amount paid from any monies owed such as vacation pay. The stipend will not be included for pension purposes or any other calculation such as vacation, holiday pay, sick or personal days. The stipend will be payable to any employee hired on or before July 1, 2017, who presently or in the future opts out of Town health and prescription coverage. Anyone hired on or after July 1, 2017 will not be eligible to collect the stipend.

SECTION 2.

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

SECTION 3.

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 medical plans available to retirees, unless such retired member is otherwise employed where similar benefits are available.

SECTION 4.

The health and medical benefits (including dental) 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.

	HDHP/HSA
7/1/21	14%
7/1/22	15%
7/1/23	15.5%
7/1/24	16.0%

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 two (2) 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 person standing highest on the Assistant Chief'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 Captain to fill such vacancy at the Chief's discretion. In the event that no one assigned to the platoon who is working that day is currently on the Assistant Chief'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 Captain's position for that day, and each succeeding platoon thereafter, in accordance with the work schedule in Article V, Section 1. In the event there is no current established eligibility list, the senior Lieutenant scheduled to be on duty in the platoon on the day on which such vacancy is created, and who meets the criteria for promotion as set forth in Article XX, Section 5, paragraph (a), will be assigned to serve as Acting Captain to fill such vacancy.
- b) It is agreed that in the event an Assistant Chief is expected to be absent for a period of more than two (2) calendar weeks, the Chief may, in his discretion, appoint an Acting Captain. Such appointment will be made in rank order from

the current established eligibility list. If the list is expired, appointment will be made in rank order from the last established Assistant Chief eligibility list, for the period of 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 rank of Acting Captain for the period of the absence.

- c) 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 act as 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.
- 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) 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.
- f) 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.
- g) Each Lieutenant who serves as an Acting Captain shall be paid at the salary rate of Captain for each day of such service in this higher classification.
- h) Whenever a Lieutenant works overtime in the place of an Assistant Chief as an Acting Captain, the hourly rate shall be considered to be the same as that of Captain.
- i) 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 bargaining unit employee who responds, when notified to a 3rd 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 \$120 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.

Advancement from one step to another within the salary range of the Apparatus Divisions classification shall be in accordance with Schedule A and as set forth in Schedule E.

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 via direct deposit, 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.

**ARTICLE XIX
COLLEGE INCENTIVE**

In addition to all wages and benefits to which entitled, effective upon issuance of the award in Case No. 2022-MBA-59, upon presentation of a diploma or a grades transcript, 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)	\$500.00
Ninety (90)	\$700.00
Bachelor's Degree	\$1,000.00

**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 Assistant Chief, 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 assessment 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 assessment portion of the examination. In determining the final score for any such examination, fifty percent (50%) shall be allocated to the written and assessment 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.

In all promotional examinations, seniority shall be given consideration, adding to the final grade of each candidate who receives a passing grade, one quarter (1/4) point for each year of service the candidate has completed at the time of the closing date of application for the promotional exam.

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 seven (7) 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

SECTION 1. UNION DUES

Upon receipt from the Union certifying an employee's signed authorization to deduct membership dues, the Town agrees to deduct from the pay of the employee an amount as established and periodically adjusted by the Union. Such deductions shall continue unless the Town is notified in writing by the Union that the employee is no longer a member. The Union shall make a good faith effort to notify the Town when/if a member rescinds dues authorization within 30 days of the Union's receipt of a member's recession. The Union reserves the right to modify and or replace any such authorization form.

The Union agrees to indemnify and hold the Town harmless against any and all claims, demands, suits or other forms of liability and the cost of administrative or other hearings or proceedings that shall or may arise out of, or by reason of, any action taken by the Town for the purposes of complying with the provisions of this Article, including reasonable attorneys' fees and costs.

SECTION 2. MEETING WITH TOWN

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 three (3) 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

This contract shall be posted on the Town's website at www.westportct.gov. The Town will give each present employee who request, 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 or twelve (12) months from the date of hire, whichever comes sooner. 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. Assistant Chiefs must take the Master Firefighter test.

SECTION 3. COMPENSATION

Any bargaining unit employee who qualifies for this program will receive 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, July 1, 2001 and July 1, 2005 and July 1, 2016 and July 1, 2017 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

Effective for new hires on or after July 1, 2017, employees shall participate in the Town 401k Plan. The Town will match 50% of employee contribution up to a maximum contribution by the Town of 3%. All other employees may continue, at their option to participate in the Town 401k Plan; there shall be no employer contribution for the pre July 1, 2017 hires.

**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 shall attain, as a condition of employment, Emergency Medical Responder 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
PERSONNEL FILES**

SECTION 1.

All employees shall have the right to review their personnel files upon written/email request to the Chief or the Personnel Director. Such request shall be granted within

seven (7) days excluding holidays and weekends, of the written/emailed request. The review of the personnel file shall not interfere with the orderly operation of the Department.

SECTION 2.

Any document that evaluates the employees performance shall be shared with the employee contemporaneous to its placement in the personnel file.

ARTICLE XXVIII ANNUAL HEALTH SCREENING

The fire department shall provide an Annual Health Screening to include the following components.

Physical Evaluation:

- Medical & Occupational/Environmental Questionnaire
- Hands-On Physical Exam
- Vital Signs: Height, Weight, Blood Pressure, Pulse
- Urinalysis
- Audiogram
- Occupational Vision with Peripheral, Depth Perception, and Color
- Personal Consultation with review of testing results

Lab Tests:

- Comprehensive Metabolic Panel, Blood Chemistry
- Complete Blood Count, Hematology Panel
- Hemocult Stoll Test for Colon Cancer Screening
- Total Lipid Panel
- Thyroid Test TSH
- Glucose
- PSA (Males Only)

Cardiopulmonary Exam:

- EKG, 12 Lead
- Spirometry, PFT Lung Capacity
- OSHA Respirator Medical Clearance


No medical information will be discussed or disclosed with Department Administration or any other department in Town – the only result provided to the Department will be “Fit for Duty”, or “Not Fit for Duty”.

**ARTICLE XXIX
DURATION**

Except as otherwise specifically provided in this Agreement, the terms herein become effective upon signing and shall continue in full force and effect without reopening, or change of any kind to June 30, 2025. Either party may demand negotiations for a new agreement on at least six (6) months written notice prior to June 30, 2025. 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.

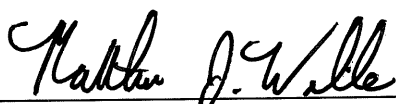
IN WITNESS WHEREOF, the parties hereto have caused their names to be signed on this 18 day of March, 2024.

TOWN OF WESTPORT



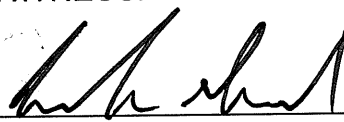
Jennifer Tooker
First Selectwoman

WESTPORT FIREFIGHTERS UNION



Matthew J. Wille
Local 1081, IAFF, AFL-CIO

WITNESS:



Theodore Crawford
Secretary

**SCHEDULE A
WAGES**

FF	Percent	1	2	3	4	5	6	7
7/1/21	2.75%	60,624	63,656	66,841	72,404	77,992	83,547	89,130
7/1/22	2.75%	62,291	65,406	68,679	74,395	80,137	85,845	91,582
7/1/23	2.85%	64,066	67,270	70,636	76,515	82,421	88,291	94,192
7/1/24	2.85%	65,892	69,187	72,650	78,696	84,770	90,807	96,876

**Apparatus
Supervisor**

7/1/21	2.75%	89,130	94,559	102,476	112,966
7/1/22	2.75%	91,582	97,159	105,294	116,073
7/1/23	2.85%	94,192	99,928	108,295	119,381
7/1/24	2.85%	96,876	102,776	111,381	122,783

Lieutenant

7/1/21	2.75%	102,476
7/1/22	2.75%	105,294
7/1/23	2.85%	108,295
7/1/24	2.85%	111,381

Inspector

7/1/21	2.75%	102,476	112,966
7/1/22	2.75%	105,294	116,073
7/1/23	2.85%	108,295	119,382
7/1/24	2.85%	111,381	122,785

Captain

7/1/21	2.75%	112,966
7/1/22	2.75%	116,073
7/1/23	2.85%	119,382
7/1/24	2.85%	122,785

Assistant Chief

7/1/21	2.75%	134,457
7/1/22	2.75%	138,154
7/1/23	2.85%	142,092
7/1/24	2.85%	146,141

Note: There shall be step advancement in each of, employees have already advanced a step for there shall be no additional step advancement for that year. All wage increases shall be effective and retroactive to the dates listed above.

Note: The Assistant Chief Training Officer shall receive an annual stipend of four thousand (\$4,000.00) dollars annually. The Assistant Chief Training Officer shall have his/her stipend included in his/her hourly rate calculations.

**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 or twelve (12) months from date of hire, whichever comes sooner.

COMPONENTS & WEIGHTS

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

Fire Service Testing	\$800
Sick Leave/Attendance	\$1500
Wellness	\$1600
Commitment to Service	\$1600

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, the Deputy Chief and two (2) Union members. The Fire Chief will appoint the Program Director, 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 XXIII 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 \$400 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% = \$400
 75%-89% = score % of \$400
 (I.e., 78% = .78 x \$400=\$312)

Performance Test \$400 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.

Assistant Chiefs shall receive the full amount (\$400) for acting as a proctor during the fire service testing process detailed above.

2. SICK LEAVE/ATTENDANCE \$1500 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 Months of Perfect	0	1	2	3	4	5	6
12	\$1500						
11		\$900	\$800	\$750	\$650	\$550	\$450
10			\$750	\$600	\$550	\$400	\$300
9				\$400	\$350	\$250	\$200
8					\$250	\$200	\$100

3. WELLNESS \$1600 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.

To be eligible for the full amount (\$1,200) Assistant Chiefs must agree to complete 40 conditioning sessions on any days Sunday through Saturday, with or without a trainer.

A) Push Ups \$300 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
\$300	44/32	40/28	36/24	32/20

OR

A1) Lat Pull Downs \$300 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) Plank \$300 Maximum

The participant starts by lying prone and then conducts the exercise as follows: elbow below shoulders, raise torso off the floor with neutral spine alignment, maintain straight body alignment from shoulder through hip, knee and ankle. Once in position, time starts. The total time that the body alignment can be maintained will be recorded. Any deviations from the above posture will warrant a warning. If a 3rd infraction occurs, the assessment is stopped. The assessment stops at the end of three (3) minutes maximum.

Time in plank position – MALE/FEMALE

Amount	<30	30-39	40-49	50+
\$200	2 mins 28 secs	2 mins 23 secs	2 mins 14 secs	1 min 56 secs
\$150	1 min 51 secs	1 min 47 secs	1 min 40 secs	1 min 27 secs
\$100	1 min 14 secs	1 min 11 secs	1 min 6 secs	58 secs
\$50	37 secs	36 secs	32 secs	29 secs

C) Vertical Jump \$300 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) Squat \$300 Maximum

The firefighter stands in front of a chair, facing away from it, with their feet shoulder width apart. The firefighter squats down lightly touching the chair with their backside before standing back up and repeats this sequence of movements until they are unable to continue. The chart below will be used to evaluate performance.

MALE/FEMALE – Age

Amount	<30	30-39	40-49	50+
\$50	35-38	31-34	27-29	22-24
\$100	39-43	35-39	30-34	25-28
\$150	44-49	40-45	35-41	29-35
\$200	>49	>45	>41	>35

C2) Dummy Drag \$300 Maximum

The participant will drag a 165-pound rescue dummy a distance of 50 feet, around a cone and back to the starting point. The rescue dummy's entire body must pass over the designated line in order to total of 100 feet. The participant may stop to re-position their hands. A rope harness will be attached to the dummy. Performance will be evaluated as a pass or fail standard; if the participant completes the drag for one-hundred (100) feet, the maximum is awarded. If the participant fails to complete the drag for one-hundred (100) feet, nothing is awarded.

D1) 3 Minute Step Test \$400 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
\$25.0	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

OR

D2) 5 Minute Step Test \$400 Maximum

The participant steps up and down on a 16” step or bench for five (5) 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 of the floor). The cadence must be maintained in order to make the test valid. At exactly the five-minute mark, the assessment is over. Performance will be evaluated as a pass or fail standard; if the participant completes the five (5) minute test, the maximum is awarded. If the participant fails to complete the five (5) minutes, nothing is awarded.

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, 2021 all employees certified as Emergency Medical Technicians, in addition to all other wages and benefits, shall receive a flat sum of One Thousand Dollars (\$1,000) 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 \$400. 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 \$200. Request in writing to the Assessment Committee.

By virtue of their duties, Assistant Chiefs shall receive the full amount (\$1,600).

SCHEDULE C LIGHT DUTY



Westport Uniformed Firefighters Association

Local 1081
515 Post Road East • Westport, CT 06880
(203) 341-5010

Memorandum of Understanding Light Duty Program

Effective October 1, 2000 the Westport Fire Department shall have a light duty program. This program is revised effective January 1, 2012. This MOU deletes Schedule D of the Collective Bargaining Agreement in effect July 1, 2009 – June 30, 2013 and replaces it with the language below.

Schedule C 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 medical or treatment 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, and shall not exceed 40 hours per week. The nature of the work shall not tend to aggravate the employee's injury or retard the employee's recovery.
- 4) An employee on light duty shall be required to work up to 40 hours per week subject to limitations imposed by the treating physician. The light duty employee shall select one of the following work schedules and shall maintain the work schedule throughout the term of their light duty assignment:
 - A) Schedule A: Monday – Thursday, 0730 – 1730
 - B) Schedule B: Tuesday – Friday, 0730 – 1730
 - C) Schedule C: Light Duty Employee shall work their regularly assigned shifts plus their two middle On-Call days, 0730 - 1730.
- 5) The uniform of the day while on light duty shall be the standard work uniform unless otherwise indicated by the Deputy Chief.

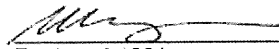
6) An employee on light duty assignment shall be excused from duty to keep medical or therapeutic appointments that relate to the condition that caused the employee's light duty assignment. Time off shall include an hour of travel time before and after such appointments.

- 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. Any employee on injury leave and/or light duty for 60 days or longer during the fiscal year shall be compensated for unused vacation days at the following rate: Firefighters/Lieutenants: 12 hours times the employee's regular hourly rate for each unused vacation day; Inspectors: 10 hours times the employee's regular hourly rate for each unused vacation day; Mechanic: 8 hours times the employee's regular hourly rate for each unused vacation day
- C. Any employee on injury and/or light duty leave for 30 days or more occurring during the last quarter of the fiscal year (April 1st – June 30th) shall have the option to receive compensation for their unused vacation days.


8) Employees on light duty shall not be allowed to work any off-duty assignments.

9) When a Department Holiday occurs on a day an employee on light duty assignment is scheduled to work, the employee shall take that day as a holiday.

Accepted and Agreed:



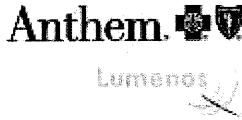
For Local 1081
Date: JANUARY 6, 2012



For Town of Westport
Date: JAN. 6, 2012

11.29.11.2

SCHEDULE D HDHP/HSA SUMMARY



Lumenos HSA Plan Summary

The Lumenos[®] HSA 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 HSA Plan

First – Use your HSA to pay for covered services.

Health Savings Account

With the Lumenos Health Savings Account (HSA), you can contribute pre-tax dollars to your HSA account. Others may also contribute dollars to your account. You can use these dollars to help meet your annual deductible responsibility. Unused dollars can be saved or invested and accumulate through retirement.

Contributions to Your HSA

For 2014, contributions can be made to your HSA up to the following:
\$3,300 individual coverage
\$6,550 family coverage

Note: These limits apply to all combined contributions from any source including HSA dollars from incentives.

Earn More Money for Your Account

What's special about your Lumenos HSA plan is that you may earn additional funds for your health account through the Healthy Rewards incentive program.

To receive funds earned through the Healthy Rewards program, you must have an open HSA with Mellon Bank or with another bank through which your employer is sponsoring your HSA.

Healthy Rewards

If you do this:	You can earn this in your HSA:
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. Included are the preventive care services that meet the requirements of federal and state law, including certain screenings, immunizations and physician visits.

Preventive Care

No deductions from the HSA 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 Responsibility

The Bridge is an amount you pay out of your pocket until you meet your annual deductible responsibility. Your bridge amount will vary depending on how many of your HSA dollars, if any, you choose to spend to help you meet your annual deductible responsibility. If you contribute HSA dollars up to the amount of your deductible and use them, your Bridge will equal \$0.

HSA dollars spent on covered services plus your Bridge responsibility add up to your annual deductible responsibility.

Health Account + Bridge = Deductible

Bridge

Your Bridge responsibility will vary.

Annual Deductible Responsibility

\$2,000 individual coverage
\$4,000 family coverage

If Needed –

Traditional Health Coverage

Your Traditional Health Coverage begins after you have met your Bridge responsibility.

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 and Out-of-Network Providers

\$ 4,000 individual coverage
\$ 8,000 family coverage
Your annual out-of-pocket maximum consists of funds you spend from your HSA, your Bridge responsibility and your cost share amounts.

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

CGHSA564 w inc NGF (1/14)



Lumenos HSA Plan Summary

Healthy Rewards Program

Your employer will provide you with additional health care dollars in your HSA 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 HSA 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 HSA (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 HSA (one reward per person per lifetime) for completing the program.

To receive funds earned through Healthy Rewards, you must have an open HSA with Mellon Bank or with another bank through which your employer is sponsoring your HSA.

Summary of Covered Services

Preventive Care

Anthem's Lumenos HSA 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 HSA 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.

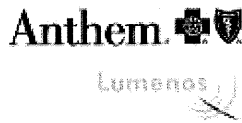
Screening Tests for vision and hearing, coronary artery disease, colorectal cancer, prostate cancer, diabetes, and osteoporosis. Also includes mammograms, as well as pelvic exams, Pap test and contraceptive management.

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.

CGHSA584 w inc NGF (1/14)



Lumenos HSA Plan Summary

Summary of Covered Services (Continued)

Medical Care

Anthem's Lumenos HSA plan covers a wide range of medical services to treat an illness or injury. You can use your available HSA 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 HSA 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 HSA plan, the following services are limited:

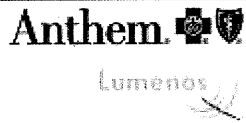
- Skilled nursing facility services limited to 120 days per calendar year.
- Home health care services are limited to 200 visits per calendar year.
- Inpatient rehabilitative services limited to 100 days per member per calendar year.
- PT, OT, ST, and chiropractic services limited to 50 combined visits per member per calendar year.
- Inpatient hospitalizations require authorizations.
- Your Lumenos HSA plan includes an unlimited lifetime maximum per member for in- and out-of-network services.

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

This summary of benefits has been updated to comply with federal and state requirements, including applicable provisions of the recently enacted federal health care reform laws. As we receive additional guidance and clarification on the new health care reform laws from the U.S. Department of Health and Human Services, Department of Labor and Internal Revenue Service, we may be required to make additional changes to this summary of benefits.

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

CGHSA584 w inc (1/14)



Lumenos HSA 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.

CGHSA584 w inc NGF (1/14)

SCHEDULE E
ASSISTANT FIRE CHIEF COMPENSATORY TIME AGREEMENT

- 1.) Effective on Agreement Execution, bargaining unit members shall no longer accrue compensatory time as a substitute or alternative benefit for working in excess of his/her regular assigned work week or work schedule. Any and all additional hours worked shall be compensated pursuant to Article VII – Overtime of the collective bargaining agreement.

- 2.) Employees with accrued compensatory time balances shall have only one method of remuneration as provided for herein. Retention of the employee's total accumulation of compensatory time which may be used as an approved form of leave. Employee requests for compensatory time off shall be made in writing, and such requests shall not be unreasonably withheld.

- 3.) Employees with accrued compensatory time balances shall use that time as an approved form of leave during the week, Monday through Friday, day shifts only.

- 4.) There is no expiration on accrued compensatory time balances.

**SCHEDULE F
APPARATUS MAINTENANCE DIVISION**

SECTION 1.

The Apparatus Supervisor position in the Apparatus Division shall be a promotional position within the bargaining unit and will be subject to the stipulations set forth in Article XX, Sections 1 through 3.

SECTION 2.

Whenever there is a vacancy in the Apparatus Division, a competitive examination shall be held by an independent testing agency for promotion to the rank of Apparatus Supervisor. Each examination shall be open to only those persons who meet the minimum qualifications, established in accordance with the requirements as set forth in the job description.

If there are no members who meet the minimum qualifications, or no qualified members meet the score requirements as set forth in Article XX, Section 4, the Town may hire from outside the bargaining unit so long as the minimum qualifications are not reduced.

SECTION 3.

Any person, if hired from outside the bargaining unit, shall be subject to all other requirements and provisions as set for the in bargaining agreement.

SECTION 4.

Any member promoted into a vacancy in the Apparatus Division will start at Step 2, Apparatus Supervisor, and shall be subject to the requirements for advancement from one step to another as stated in SECTION 5 of this Schedule.

Any person hired into the Apparatus Division will start at Step 1, Apparatus Supervisor - Mechanic, and shall be subject to the requirements for advancement from one step to another as stated in SECTION 5 of this Schedule.

SECTION 5.

Advancement in steps shall occur in the fiscal year which follows the year in which the requirements are met. Advancement from one step to another will be based on the following:

Step 1 (Apparatus Supervisor - Mechanic) to Step 2 (Apparatus Supervisor)

Member must obtain certification in: Firefighter II, Emergency Medical Responder, Emergency Vehicle Technician - Fire Pumps and Accessories, and Emergency Vehicle Technician - Aerial Fire Apparatus

Step 2 to Step 3 (Apparatus Supervisor - Lieutenant)

Member must obtain certification in: Pump Operations, Aerial Operations, Emergency Vehicle Technician - Maintenance, Inspection, and Testing, and Emergency Vehicle Technician - Electrical Systems.

Step 3 to Step 4 (Apparatus Supervisor -Captain)

Member must obtain a total of nine (9) Emergency Vehicle Technician certifications.

SCHEDULE G
MEMORANDUM OF AGREEMENTS/UNDERSTANDING



Westport Uniformed Firefighters Association
Local 1081
515 Post Road East • Westport, CT 06880
(203) 341-5010

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made by and entered into this 22nd day of October 2014 by and between the TOWN OF WESTPORT (the "Town") and LOCAL 1081 International Association of Firefighters, AFL-CIO (the "Union").

RECITALS:

- A. The Town of Westport intends to change the procedure for paying fire department personnel who perform services for any private person or organization in order to be compliant with the applicable regulations of the Internal Revenue Service and the Connecticut Department of Revenue Services.

NOW, THEREFORE, the Parties agree as follows.

1. Whenever any private person or organization is required to or shall seek the services of the Westport Fire Department for Outside Work/Fire Watch Duty, such work shall be assigned on a rotating basis among those employees on the Outside Job Roster and in accordance with the work schedule as set forth in Article V, Section 1, paragraph A of this contract, or Fire Inspectors when applicable.
- a) If a Lieutenant is specifically required, then he/she will be part of a three person company consisting of said fire officer, and two additional employees.
- b) The hourly rate of pay for Outside Work/Fire Watch Duty shall be:
- i. For Firefighters and Lieutenants: time and one half (1.5) the hourly rate of pay of a top step Lieutenant, with a minimum of four (4) hours pay. Furthermore, any duty that extends past eight (8) hours, or is conducted after 2200 hours, or on New Year's Eve, New Year's Day, Christmas Eve, Christmas Day, Memorial Day, Independence Day, Labor Day, or Thanksgiving Day, will be paid at a rate of one and a half (1.5) times the normal Outside Job/Fire Watch Duty rate for Firefighters and Lieutenants.
 - ii. The formula for the hourly rate of a top step Lieutenant shall consist of the total sum of Lieutenant's annual base salary, plus maximum allowance for college credits, Master Firefighter pay, holiday pay, and EMT stipend, divided by 2184 hours.

- iii. For Fire Inspectors and Captains: time and one half (1.5) the hourly rate of pay for a top step Inspector, with a minimum of four (4) hours pay. Furthermore, any duty that extends past eight (8) hours, or is conducted after 2200 hours, or on New Year's Eve, New Year's Day, Christmas Eve, Christmas Day, Memorial Day, Independence Day, Labor Day, or Thanksgiving Day, will be paid at a rate of one and a half (1.5) times the normal Outside Job/Fire Watch Duty rate for Inspectors and Captains.
 - iv. The formula for the hourly rate of a top step Fire Inspector shall consist of the total sum of Fire Inspector's annual base salary, plus maximum allowance for college credits, Master Firefighter pay, holiday pay, standby pay, and EMT stipend, divided by 2080 hours.
- c) The Town will pay employees for Outside Work/Fire Watch Duty on the pay date which covers the period in which the Outside Work/Fire Watch Duty was performed so long as the paperwork is received in the Payroll Department prior to the close of that payroll, or the period in which the paperwork is submitted by the employee, if later, in accordance with the Town of Westport Payroll Schedule.
- d) By assuming the responsibility of paying employees through Town Payroll, the Town assumes all responsibility of collecting any debt incurred by any private person or organization required to or seeking the services of the Westport Fire Department. The Town assumes all risk associated with unpaid debt from any organization and agrees to hold the Fire Department employee harmless from said unpaid debt.
- e) No employee shall be permitted to work Outside Jobs/Fire Watch Duty while on sick or injury leave.
- f) Whenever there is an Outside Job/Fire Watch Duty which calls specifically and solely for a Public Fire Educator, the Fire Prevention personnel shall be offered the job first. If the Fire Prevention Personnel choose not to work the job it shall be hired off the Public Education Team List. If no one from the Public Education Team List takes the job it shall be hired off the Outside Job list starting with the platoon assigned to cover outside jobs that day.
 - 1) These jobs are subject to order back only from the Public Education Team List.
 - 2) These jobs get hired on the night that regular overtime is handed out for the date of the job.
 - 3) These jobs get hired after that night's regular overtime is handed out.
- g) Whenever there is an Outside Job/Fire Watch Duty which calls specifically and solely for code enforcement, the Fire Prevention personnel shall be offered the job first. If the Fire

Prevention Personnel choose not to work the job it shall be hired off the Outside Job list starting with the platoon assigned to cover outside jobs that day.


h) At no time will minimum manning be reduced to provide Outside Job/Fire Watch services for any person or organization.

2. Whenever any member of Local 1081 is hired for anything less than a full shift of duty and said work is paid for by the Westport Fire Department and such duty is not at the request of any private person or organization, such work shall be assigned on a rotating basis among those employees on the Partial Job Roster and in accordance with the work schedule as set forth in Article V, Section 1, paragraph A of this contract.

TOWN OF WESTPORT

By 
Robert Yost
Westport Fire Chief

LOCAL 1081
International Association of
Firefighters AFL-CIO

By 
Nicholas Marsan
President

7/6/17
DATE

SCHEDULE H DRUG TESTING POLICY

I. PURPOSE

The purpose of this Policy is to establish and provide guidelines for the Westport Fire Department's drug and alcohol testing policy for all employees.

II. POLICY

The Westport Fire Department ("Department") has a legal obligation to ensure a safe working environment for its employees, as well as a paramount interest in protecting the public that it is entrusted to serve. The Town recognizes that the misuse of alcohol or the use of controlled substances by employees creates an undue risk to its employees, impairs an employee's job performance, and of paramount importance, it creates an undue risk to the health and safety of the public we serve. Due to the safety-sensitive nature of this work, the Town has a compelling interest in eliminating the use of illegal drugs from its workplace.

It is the policy of the Town of Westport that the illegal use of drugs or misuse of alcohol is strictly prohibited. Any discipline issued pursuant to this policy will be considered for just cause within the Collective Bargaining Agreement.

III. DEFINITIONS

Alcohol: The intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohol including methyl or isopropyl alcohol.

Alcohol Concentration: The alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by a breath test under this policy.

Alcohol Use: The consumption of any beverage, mixture or preparation containing alcohol including, but not limited to, any medication or mouthwash containing alcohol.

Breath Alcohol Technician: The Collection Site representative who will instruct and assist the employee in the alcohol testing process and operates the evidential breath-testing device.

Westport Fire Department Motor Vehicle: Town-owned leased or rented motor vehicle or combination of motor vehicles used in commerce to transport Westport Fire Department employees, passengers or property.

Chain of Custody: Procedures to account for the integrity of each specimen by tracking

its handling and storage from point of collection to final disposition.

Collection Site: To be mutually agreed upon between the Fire Chief and the Westport Fire Union. This shall include the establishment of an "off site" location for emergency use.

Confirmation Test: In drug testing, a second analytical procedure to identify, the presence of a specific drug or metabolite that is independent of the screening test and that uses a different technique and chemical principle from that of the screening test in order to insure reliability and accuracy. In alcohol testing, a test done 15 minutes after the screening test is required when the BAC is over 0.02.

Controlled Substances: Any drug included in Schedules I through V, as defined by Section 802(6) of Title 21 of the United States Code (21 USC 802(6)), the possession of which is unlawful under Chapter 13 of that title, or any drug included within the definition of "Controlled substance" in Title 21A, Chapter 420B of the Connecticut General Statutes (for example, but not limited to: cocaine, marijuana, barbiturates, amphetamines, morphine.) The term does not include the use of prescribed drugs which have been legally obtained and are being used for the purpose for which they were prescribed.

Covered Employee: All sworn members of the Westport Fire Department.

Direct Breath Analysis: The analysis of a sample of a person's breath using an instrument designed for this purpose in order to determine the concentration of ethyl alcohol in the person's blood.

Evidential Breath Testing Device (EBT): An EBT approved by the National Highway Traffic Safety Administration (NHTSA) for the evidential testing of breath.

Medical Review Officer (MRO): A licensed physician responsible for receiving laboratory results generated by an employer's drug testing program who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an individual's confirmed positive test result together with his/her medical history and any other relevant biomedical information. If an employee's test result is positive, the MRO will contact the employee to discuss the test to determine if the positive result is valid and to notify the employee that he has seventy-two (72) hours to request a test of the split specimen.

Opportunity for Rehabilitation: Any member of the Fire Department who voluntarily admits to the Fire Chief his/her use of, or dependence upon illegal drugs or alcohol shall be afforded the opportunity to participate in a mutually acceptable rehabilitation program. The opportunity for rehabilitation will only be provided prior to any allegation of impropriety by the public or another member or prior to initiation of an

investigation of the member's use or sale of a controlled substance by any competent state or federal authority.

Fire Function: Any function that affects the safety of employees and the safe and effective operation of the Westport Fire Department including but not limited to the following:

- 1) All time that a Westport Fire Department employee is on duty;
- 2) Operation of any Westport Fire Department Motor Vehicle.

Prescribed Drug: Any drug, including over the counter medication prescribed for an individual by a licensed practitioner.

Reasonable Suspicion of Drug and/or Alcohol Use: The reasonable suspicion standard for drug testing of sworn personnel is based upon a specific objective fact(s) and reasonable inferences drawn from that fact(s) in light of experience that the individual may be involved in the use of any illegally-used drug, controlled substance, or alcohol.

Recertification Testing: Upon satisfactorily completing required review training credits, employees must submit to a urinalysis drug test that screens for control substances, including, but not limited to, anabolic steroids, the results of which indicated no presence of any controlled substance not prescribed for that employee.

Refusal to Submit: When any person covered by this policy engages in conduct that obstructs the testing process. This includes, but is not limited to, the refusal to sign consent forms; the failure to provide adequate urine for controlled substance testing; the refusal to take a required test; the failure to make oneself available to a test as required by this policy and failure to provide an adequate breath sample for alcohol testing.

Screening Test: In drug testing an immunoassay screen to eliminate negative urine specimens from further analysis.

Supervisor: Responsibility for Uniformed personnel assigned to a position having day-to-day supervising subordinates.

Testing Facility: To be mutually agreed upon between the Fire Chief and the Westport Fire Union.

IV. PROCEDURES

A. Prohibited Conduct

1. The illegal use of controlled substances at any time is prohibited.
2. The performance of any Fire function while using legally prescribed drugs

is prohibited unless the use is pursuant to the instructions of a physician who has advised the employee that the substance will not adversely affect his/her work performance. The use of legally prescribed drugs that may impair the employee's work performance or may affect workplace safety shall be reported to the immediate supervisor before the performance of any Fire function.

3. Refusal to submit to a drug test is strictly prohibited. The employee is required to cooperate with the laboratory personnel and provide them with the following:
 - a. An adequate and complete sampling
 - b. Assistance in completing the required documentation for chain of custody
 - c. Marking and sealing the specimen

The refusal by a member of the Department to submit to a drug screening test pursuant to the provisions of this policy will result in disciplinary action, up to and including termination.

4. The consumption of alcohol while performing a Fire function is prohibited.
5. A blood alcohol level of .02 or greater is prohibited while performing any Fire function.
6. Possession of alcohol in a Westport Fire Department vehicle is prohibited.
7. A refusal to submit to an alcohol test is prohibited. A refusal to submit to an alcohol test will be treated as a confirmed positive result.
8. The use of a masking agent designed to conceal the use of drugs to be tested is strictly prohibited. The use of such an agent will be deemed a confirmed positive test.

B. Employees Subject to Testing and Types of Drugs Tested For

1. All sworn members of the Westport Fire Department shall be subject to the alcohol and drug testing procedures detailed in this policy.
2. The drug testing outlined in this policy will test for the following substances:
 - a. Marijuana

- b. Cocaine
- c. Amphetamines
- d. Opiates (e.g., codeine) heroin
- e. Phencyclidine (PCP)
- f. Barbiturates
- g. Anabolic Steroids

Note: The Chief or his designee may order testing for Hallucinogens or Steroids, when appropriate. This list is subject to change at the Town's discretion.

C. Random Drug and Alcohol Testing

1. Controlled substance testing for Covered Employees will be conducted at a minimum of once every three years, and random alcohol testing for Covered Employees will be conducted at a minimum annual rate of 10% for such employees. The Town reserves the right to increase this rate at its own discretion.
2. A third party administrator will conduct the random selection of names. The names will be reported to the Fire Chief or his designee. Random controlled substance tests dates will be spread reasonably throughout the year. The random selection of an employee will not result in his/her name being removed from any future selection process. This process can be performed at any time during the year, with no limitation on the number of occasions per year.
3. Each employee notified of his or her selection for random drug testing shall report to the test site immediately, upon notice by the commanding officer. If the employee is unable to report for testing immediately, the employee must report for testing before the end of their shift, or before being relieved of duty. Any request for leave or time off shall not be granted once the employee has been selected to submit to random testing as stated above, until such time as the requisite test has been completed. If an employee is not available for testing when on-site collections are being done, they can be tested at the off-site facility.
4. In the event, that an employee whose name is chosen for random testing is unavailable due to a scheduled vacation or illness, another name shall be chosen from an alternate list. The names from the alternate list shall be selected in the order that they are listed.
5. All confirmed positive test results are confidential, unless required for disciplinary action, and shall be placed in the employee's medical file.

D. Reasonable Suspicion Testing

1. When a "reasonable suspicion" is determined, indicating that an employee is using drugs and/or alcohol, that employee will be tested pursuant to the procedures set forth in this policy. Whenever possible two supervisors should make the observation that leads to reasonable suspicion.
2. Circumstances which constitute a basis for determining reasonable suspicion may include, but are not limited to:
 - a. Direct observation of drug and/or alcohol use;
 - b. The employee's body shows evidence of drug use (e.g. track marks);
 - c. The employee is found to be in possession of drugs or alcohol on duty and outside their official capacity;
 - d. An unusual or suspicious pattern of sick leave usage;
 - e. Information which is provided by a reliable and credible source documented to the Chief of Fire;
 - f. The presence of signs of drug or alcohol use (e.g. odor of alcoholic beverage, glassy or blood shot eyes, slurred speech, poor coordination and/or reflexes, etc.)

Any observation for controlled substances and/or alcohol reasonable suspicion testing must be reported immediately to a commanding officer.

3. Any employee who has a reasonable suspicion that his/her supervisor may be under the influence of a controlled substance and/or alcohol shall report such suspicion to the next supervisor in the chain of command, and if not available, to the highest ranking supervisor on duty. Reports relative to the Chief shall be made to the Deputy Chief.
4. An employee or Supervisor who has a reasonable suspicion under this Policy shall report the basis for his/her reasonable suspicion to a Assistant Chief, or the on duty Lieutenant. The Assistant Chief, or on-duty Lieutenant shall decide whether to direct the employee to testing. A memorandum detailing in writing the specific facts, signs or observations that formed the basis for their determination that reasonable suspicion existed to warrant the testing of the employee shall be prepared by the reporting supervisor and the Assistant Chief, or Lieutenant at the time of referral for testing.
5. Any employee ordered for reasonable suspicion controlled substance testing shall also undergo an alcohol screening test by the Blood Alcohol Technician.

E. Post-Accident Testing

1. Employees shall be tested for controlled substances and alcohol if probable cause or reasonable suspicion exist that the employee's use of drugs and/or alcohol contributed to an accident involving a Westport Fire Department Motor Vehicle.
2. Nothing in this section shall require the delay of necessary medical attention following an accident; however alcohol must be tested within two hours but no later than eight hours post-accident. Drug testing must be done within 32 hours.

F. Return to Duty Testing

1. Before an employee who has violated this policy concerning alcohol returns to duty requiring the performance of a Fire function, the employee shall undergo a return to duty alcohol test with a result indicating a blood alcohol level of less than .02.

G. Follow Up Testing

1. Following a determination by a substance abuse professional that an employee is in need of assistance associated with alcohol misuse, that employee will be subject to unannounced follow-up alcohol testing. A minimum of six follow up tests must be performed within twelve months of the employee's return to Fire function whether or not a substance abuse professional determines that the employee is in need of further assistance. Additional follow-up tests shall be performed as directed by a substance abuse professional.

H. Recertification Testing

1. Using the drug testing procedures outlined in paragraph J. below, employees must submit to a urinalysis drug test that screens for controlled substances, including, but not limited to, anabolic steroids.
2. The Deputy Chief shall schedule employees for the required drug testing.
3. The results of the drug test shall be provided to the Chief.
4. The results of the drug test will be retained in the employee's training file.

I. Alcohol Testing Procedures

1. Alcohol testing will be performed by using evidential breath testing (hereafter EBT) devices approved by the NHTSA. The test will be conducted by a Breath Alcohol Technician (hereafter BAT). Two breath tests will be required to determine if a person has a prohibited alcohol concentration. If the first test result is less than .02, the test will be considered negative. If the test shows an alcohol concentration of .02 or greater, a second confirmation test must be conducted. The second test result will determine what action if any need be taken.
2. If the employee is unable to provide a sufficient amount of breath, the employee will be referred to a mutually agreed upon physician to assess the employee's inability to provide an adequate breath sample.
3. In order to ensure that an EBT is working properly, the BAT will follow the normal procedures used in DUI testing procedures.

J. Drug Testing Procedures

1. Drug testing will be performed by providing a urine sample (minimum of 60- 75 ml.) at the collection site.
2. If an employee is unable to provide an adequate sample, the employee must remain at the collection site for a period of three hours. The employee will be required to consume a minimum of 40 fl. oz. of water during this period. If the employee is still unable to provide an adequate sample, the employee will be referred to a mutually agreed upon physician, to assess the employee's inability to provide an adequate sample.
3. Specimen collection procedures require security for the collection site, chain of custody documentation, use of authorized personnel, privacy during collection, integrity and identity of the specimen, and transportation to the laboratory. Only the site approved as the testing facility will be used.
4. All personnel subject to testing shall present their Department identification upon appearing at the Collection Site.
5. Once the urine specimen is collected, it will be forwarded to the testing facility. The accuracy of the test shall be drug specific. The initial test shall employ a methodology different from the second test. If this test is negative no further test will be required. If the result is positive, a second confirmation test will be conducted. A MRO will review and

interpret positive test results.

6. The testing facility will be continuously bound to make provisions to properly preserve, store and secure a split urine sample of the original urine specimen, to be reserved and made available for the purpose of an independent confirmation. The employee, using the laboratory of his/her discretion, will authorize this independent confirmation provided such laboratory is an approved testing facility. Any employee requesting testing of the split sample must make the request to the MRO within 72 hours of being notified of the results. The laboratory will make available to the employee, for his/her inspection, all records of the primary and secondary confirmation testing done by the lab on the urine sample provided by the employee. There are no cut off levels for testing of the split sample.
7. Only confirmed positive results are reported positive. The Chief shall be notified immediately following a positive test result.
8. The laboratory must continue the uninterrupted chain-of-custody procedure from receipt of the specimen and maintain internal chain of custody procedures that establish fundamental accountability and reliability of testing from a legal viewpoint. The chain of custody procedure must be stringent and confidential in all phases of the process:
 - a. Handling of the specimen
 - b. Testing the specimen
 - c. Storing of the specimen
 - d. Reporting of the test results
9. The Town shall ensure that the existing laboratory will be subject to appropriate external auditing procedures to evaluate quality assurance, evaluation of testing procedures and overall performance.
10. The following table reflects the cut off levels that will indicate a positive on a drug screening test:

DRUGS	INITIAL TEST LEVELS (NG/ML)	CONFIRMATION TEST LEVELS (NG/ML)
Marijuana	50	15
Cocaine	300	150
Opiates	2000	
Morphine		2000
Codeine		2000
Phencyclidine (PCP)	25	25

Amphetamines	1000	500
Methamphetamine		500
Barbiturates	300	300

11. A list of commonly used controlled substances and anabolic steroids is attached hereto as Appendix A. This list is subject to change and should only be referred to as guidance. Additional tests and/substances may be tested and analyzed under this policy.
12. **Note:** the Westport Fire Department will not test for ALL controlled substances on this list and the list may change over time as determined by the Chief.

K. Steroid Testing Considerations

1. Testosterone occurs naturally in the body and will be found in all urine (*men* and women). Due to the presence of testosterone in all urine samples, testing agencies cannot submit a result indicating "no presence" of an anabolic steroid.
2. To determine improper/illegal use of anabolic steroids, technicians/scientist will review the ratio of testosterone to epitestosterone. A specimen with a TIE ratio greater than the cut-off of a 6/1 ratio shall be reported as a positive test.
3. On a rare occasion, some employee may have a natural elevation that exceeds the 6/1 ratio requiring further testing such as Carbon Isotopic Ratio or sequential testing, etc. This will be determined by the Medical Review Officer.

L. Consequences of a Positive Controlled Substance Test

1. Any employee who has tested positive for the use of a controlled substance (including steroids) or alcohol in violation of this policy will immediately be suspended without pay pending a hearing before either a Hearing Officer or the Fire Chief as appropriate. A confirmed use of a controlled substance will result in termination. A confirmed alcohol use will result in disciplinary action, up to and including termination.
2. In the case of a new probationary employee, involved in the performance of any safety sensitive or Fire function, a confirmed use shall result in his/her termination.
3. It is the policy of the Town of Westport to encourage the

rehabilitation of its employees with alcohol and/or substance abuse problems. Therefore, the Employee Assistance Program (EAP) is available to provide rehabilitative counseling and treatment to employees with alcohol and/or substance abuse problems. Any counseling or treatment received through EAP is confidential and will not be reported to the Town. However, should an employee disclose to a member of the Fire Department that he/she is engaging in the illegal use of a controlled substance or abuse of a prescribed medication, that disclosure must be reported to a commanding officer, and up the chain of command to the Fire Chief, and will subject the employee to discipline, up to and including termination.

M. Employee Education

1. The Town will provide its employees covered by this policy EAP education materials explaining the requirements of this policy and its procedures. These employees will also be provided with information on the symptoms and effects of drug use.

N. Supervisor Training

1. Supervisors of Covered Employees will receive training on this Policy and alcohol and drug awareness.

O. Compensation of Employee

1. Each employee shall be compensated at his regular hourly rate for all testing pursuant to this policy, while on duty.

P. Testing Costs

1. The Westport Fire Department shall be responsible for the costs associated with the testing outlined in this policy.

Q. General Precautions

1. Employees should be aware of over-the-counter performance enhancing supplements found in local stores. Most of these supplements are not FDA controlled and may contain produces that will test positive for anabolic steroids. Warning labels may or may not indicate a positive test result for anabolic steroids on the packaged material. If unsure, employees should not use such products.

2. Employees should not use foreign products or products sold over the internet.
3. Employees should be aware of hemp and/or CBD oils/produces sold over-the- counter in locale stores and/or over the internet; these types of products may test positive for THC.

It is the responsibility of the individual employee to know what products they use, ingest, or take for maintaining health and fitness. It is recommended that all employees consult with a physical or medical provider before taking over-the- counter supplements/products as they may contain substances that can test positive on a drug screening.

APPENDIX A

Commonly used controlled substances and anabolic steroids for drug screen consideration:

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-Methylandrostendione Metabolite
Mestanolone Metabolite
Mesterolone &/or Metabolite
Methandrostenolone (Methandienone, Dianabol) Metabolite
Methandriol &/or Metabolite
Methasterone Metabolite
Methenolone &/or Metabolite
Methylnortestosterone Metabolite
Methyltestosterone Metabolite
Methyl- I-testosterone &/or Metabolite
Mibolerone &/or Metabolite
Nandrolone/ 19-Norandrostendione/ 19-Norandrostendiol Metabolite
Norclostebol Metabolite
Norethandrolone/ Ethylestrenol Metabolite
Oxabolone Metabolite
Oxandrolone &/or Metabolite
Oxymesterone
Oxymetholone Metabolite
Prostanozol Metabolite
Stanozolol Metabolite
Stenbolone &/or Metabolite
Testolactone Metabolite
Controlled substance list
Testosterone/ Androstendione/ Androstendiol/ DHEA {T/E Ratio >6}
Trenbolone Metabolite

Masking Agents: (Optional)

Probenecid

Epitestosterone (> 200 ng/mL)

DRUG CLASS

AMPHETAMINES

Amphetamine Methamphetamine

BARBITURATES

Amo barbitol

Butalbital Pentobarbital Phenobarbital

Secobarbital BENZODIAZEPINES

Alprazolam Metabolite

Oxazepam

COCAINE METABOLITES

MARIJUANA METABOLITES

METHADONE

METHAQUALONE

M DA-ANALOGUES

MDA

MOMA MDEA

OPIATES

Morphine Codeine

OPIATES (SEMI-SYNTHETIC)

Hydromorphone

Hydrocodone

OXYCODONES

Oxymorphone

Oxycodone

PHENCYCLIDINE

PROPOXYPHENE

Fentanyl

Tramadol

Buprenorphine

**SCHEDULE I
MEMORANDUM OF UNDERSTANDING**



Westport Fire Department
515 Post Road East • Westport, CT. 06880
(203) 341-5000 • Fax (203) 341-5009

Robert Yost
Chief of Department

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MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made by and entered into this the 19th day of December 2018 by and between the TOWN OF WESTPORT (the "Town") and LOCAL 1081 International Association of Firefighters, AFL-CIO (the "Union").

RECITALS:

- A. The Town of Westport intends to add language for when a female Firefighter or Officer requests maternity leave.

NOW, THEREFORE, the Parties agree as follows:

a) No member, while pregnant, shall be forced to take leave by the Fire Department if the member's physician determines that the member is still able to work and as long as her appropriate firefighting gear maintains a proper fit. If the gear no longer fits properly, the Officer-In-Charge may relieve the member of certain duties specific to wearing of gear and equipment, such as structural firefighting or any other hazardous duties, which require the use of turnout gear.

b) When a pregnant Firefighter or Officer requires a light duty assignment due to her pregnancy, she shall inform the Chief of Department of her need for light duty due to her pregnancy with a letter from her attending physician. The Firefighter will be entitled to the following work conditions in compliance with all State and Federal Pregnancy in the Workplace Laws.

1. The work schedule will be similar to that as set forth in accordance with Schedule C Light Duty in the collective bargaining agreement with Local 1081 and with any restrictions set forth by the attending physician.

2. Under no circumstances shall she perform any active firefighting duties, however she should participate in any training that is not beyond the restrictions placed on her by her treating physician.

3. The pregnant Firefighter or Officer shall be excused from duty to keep any medical, prenatal, or therapeutic appointments that relate to the pregnancy. Time off shall include travel time before and after such appointments.

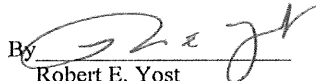
4. A vacation request by a Firefighter or Officer on light duty maternity leave shall be considered independently from those submitted by employees on full duty.

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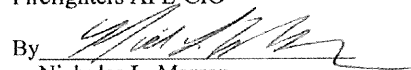
c) When a pregnant Firefighter or Officer can no longer report for a light duty assignment due to the pregnancy, she may use her accrued time off or request a leave of absence under the Family Leave Medical Act until such time as she is able to return to work.

d) Upon returning to work, the Firefighter or Officer shall provide a written release from the attending physician stating that she is able to return to work.

TOWN OF WESTPORT

By 
Robert E. Yost
Westport Fire Chief

LOCAL 1081
International Association of
Firefighters AFL-CIO

By 
Nicholas L. Marsan
President

12/19/18
DATE

**SCHEDULE J
MEMORANDUM OF AGREEMENT**

MEMORANDUM OF AGREEMENT

This MEMORANDUM OF AGREEMENT is entered into this 24 day of November 2020 between the Town of Westport (the "Town") and IAFF Local 1081 ("the Union") (the Town and the Union are sometimes referred to collectively as the "Parties" or individually as the "Party").

The undersigned parties agree to the following to alleviate any further and ongoing pay issues:

DEFINITIONS:

Regular Pay: Used to calculate each employee's base salary per the collective bargaining agreement

Holiday Pay: Used to calculate each employee's holiday pay per the collective bargaining agreement

Straight Time Overtime Pay (1.0): Used to calculate overtime which is not for manpower replacement or supplementation. Examples include but not limited to; training, meetings, and assigned projects

Overtime Pay (1.5): Used to calculate overtime for staffing replacement or supplementation

The Union and the Town of Westport agree that each employee of the Fire Department will be paid using the formulas as follows for said pay classification;

REGULAR PAY: Base Salary (per CBA) plus College Credit (per CBA), divided by 2184 hours*

$$\frac{(\text{Base Salary}) + (\text{College Credit})}{2184}$$

2184

HOLIDAY PAY: Base Salary plus College Credit plus Master FF (total paid out to you at the beginning of the fiscal year) plus EMT Stipend, divided by 2184*.

$$\frac{(\text{Base Salary}) + (\text{College Credit}) + (\text{Master FF}) + (\text{EMT Stipend})}{2184}$$

2184

Firefighter, Lieutenant, Assistant Chief (Shift Commander) get paid for 12 Hour Holidays

Fire inspectors and Apparatus Supervisor get paid for 8 Hour Holidays

Assistant Chief of Training/Safety Officer gets paid for 10 Hour Holidays

Total annual Holiday pay is the product of hours per holiday multiplied by the amount of paid Holiday's per the CBA

Straight Time Overtime Pay (1.0): Base Salary plus College Credit plus Master FF plus EMT Stipend, plus Total Annual Holiday Pay, divided by 2184*

$$\frac{(\text{Base Salary}) + (\text{College Credit}) + (\text{Master FF}) + (\text{EMT Stipend}) + (\text{Total Annual Holiday Pay})}{2184}$$

2184

OVERTIME PAY (1.5): Base Salary plus College Credit plus Master FF plus EMT Stipend, plus Total Annual Holiday Pay, divided by 2184*. Then multiply by 1.5.

$$\frac{(\text{Base Salary}) + (\text{College Credit}) + (\text{Master FF}) + (\text{EMT Stipend}) + (\text{Total Annual Holiday Pay})}{2184} \times 1.5$$

2184

Each of these formulas will be used to calculate the hourly wage for each classification.

* 2080 hours for Fire Inspectors, the Apparatus Supervisor, and Assistant Chief of Training

TOWN OF WESTPORT

LOCAL 1081

International Association of
Firefighters AFL-CIO

By: 

Ralph M. Chetcuti

Director of Personnel and Human Resources

By: 

Matthew J. Wille

Secretary