

RESOLUTIONS

(1)

RESOLVED: That in accordance with CGS Sec 7-474(b), the Fire Pension Fund between the Town of Westport and Local 1081 International Association of Firefighters, AFL-CIO for the period from July 1, 2016 to June 30, 2024, is hereby approved.

(2)

RESOLVED: That in accordance with CGS Sec 7-474(b), the Collective Bargaining Agreement between the Town of Westport and Local 1081, International Association of Firefighters, AFL-CIO, for the period July 1, 2017 to June 30, 2021 is hereby approved and the sum of \$ _____ is hereby appropriated to the 2017-18 fiscal year budget.

(3)

RESOLVED: That, upon the recommendation of the Board of Finance, in order to finance One Hundred Eighty Five Thousand and 00/100 Dollars (\$185,000) under a bond and note authorization for the purchase of a sixth (6th) medium duty combination dump truck with plow including related administrative, financing and other soft costs, using the unexpended portion of the Eight Hundred Fifty Thousand Dollars (\$850,000) previously appropriated by the Representative Town Meeting for five (5) such dump trucks on March 1, 2016, the Town shall borrow a sum not to exceed One Hundred Eighty Five Thousand and 00/100 Dollars (\$185,000) and issue general obligation bonds for such indebtedness under its corporate name and seal and upon the full faith and credit of the Town in an amount not to exceed said sum for the purpose of financing the appropriation for the such sixth dump truck.

RESOLVED: That, upon the recommendation of the Board of Finance, in order to finance One Hundred Eighty Five Thousand and 00/100 Dollars (\$185,000) under a bond and note authorization for the purchase of a sixth (6th) medium duty combination dump truck with plow including related administrative, financing and other soft costs, using the unexpended portion of the Eight Hundred Fifty Thousand Dollars (\$850,000) previously appropriated by the Representative Town Meeting for five (5) such dump trucks on March 1, 2016, the Town shall borrow a sum not to exceed One Hundred Eighty Five Thousand and 00/100 Dollars (\$185,000) and issue general obligation bonds for such indebtedness under its corporate name and seal and upon the full faith and credit of the Town in an amount not to exceed said sum for the purpose of financing the appropriation for the such sixth dump truck.

The First Selectman, Selectmen and Finance Director are hereby appointed a committee (the "Committee") with full power and authority to cause said bonds to be sold, issued and delivered; to determine their form, including provision for redemption prior to maturity; to determine the aggregate principal amount thereof

within the amount hereby authorized and the denominations and maturities thereof; to fix the time of issue of each series thereof and the rate or rates of interest thereon as herein provided; to designate the bank or trust company to certify the issuance thereof and to act as transfer agent, paying agent and as registrar for the bonds, and to designate bond counsel. The Committee shall have all appropriate powers under the Connecticut General Statutes including Chapter 748 (Registered Public Obligations Act) to issue the bonds and, further, shall have full power and authority to do all that is required under the Internal Revenue Code of 1986, as amended, and other applicable laws and regulations of the United States and the state of Connecticut, to provide for issuance of the bonds in tax exempt form, including the execution of tax compliance and other agreements for the benefit of bondholders, and to meet all requirements which are or may become necessary in and subsequent to the issuance and delivery of the bonds in order that the interest on the bonds be and remain exempt from federal income taxes, including, without limitation, to covenant and agree to restriction on investment yield of bond proceeds, rebate of arbitrage earnings, expenditure of proceeds within required time limitations and the filing of information reports as and when required and to execute Continuing Disclosure Agreements for the benefit of holders of bonds and notes.

The Bonds may be designated "Capital Equipment Bonds of the Town of Westport," series of the year of their issuance and may be issued in one or more series, and may be consolidated as part of the same issue with other bonds of the Town; shall be in serial form maturing in not more than ten (10) annual installments of principal, the first installment to mature not later than three (3) years from the date of issue and the last installment to mature not later than ten (10) therefrom, or as otherwise provided by statute. The bonds may be sold at not less than par and accrued interest at public sale upon invitation for bids to the responsible bidder submitting the bid resulting in the lowest true interest cost to the Town, provided that nothing herein shall prevent the Town from rejecting all bids submitted in response to any one invitation for bids and the right to so reject all bids is hereby reserved, and further provided that the Committee may sell the bonds, or notes, on a negotiated basis, as provided by statute. Interest on the bonds shall be payable semiannually or annually. The bonds shall be signed on behalf of the Town by the First Selectman and the Finance Director, and shall bear the seal of the Town. The signing, sealing and certification of said bonds may be by facsimile as provided by statute. The Finance Director shall maintain a record of bonds issued pursuant to this resolution and of the face amount thereof outstanding from time to time, and shall certify to the destruction of said bonds after they have been paid and cancelled, and such certification shall be kept on file with the Town Clerk.

The Committee is further authorized to make temporary borrowings as permitted by the General Statutes and to issue a temporary note or notes of the Town in anticipation of the receipt of proceeds from the sale of the bonds to be issued pursuant to this resolution. Such notes shall be issued and renewed at such times and with such maturities, requirements and limitations as provided by statute. Notes evidencing such borrowings shall be signed by the First Selectman and the Finance Director, have the seal of the Town affixed, which signing and sealing may be by facsimile as provided by statute, be certified by and payable at a bank or trust company incorporated under the laws of this or any other state, or of the United States, be approved as to their legality by bond counsel, and may be consolidated with the issuance of other Town bond anticipation notes. The Committee shall determine the date, maturity, interest rates, form and manner of sale, including negotiated sale, and other details of said notes consistent with the provisions of this resolution and the General Statutes and shall have all powers and authority as set forth above in connection with the issuance of bonds and especially with respect to compliance with the requirements of the Internal Revenue Code of 1986, as amended, and regulations thereunder in order to obtain and maintain issuance of the notes in tax exempt form.

Upon the sale and issuance of the bonds authorized by this resolution, the proceeds thereof, including any premium received upon the sale thereof, accrued interest received at delivery and interest earned on the temporary investment of such proceeds, shall be applied forthwith to the payment of the principal and interest of all notes issued in anticipation thereof or shall be deposited in trust for such purposes with a bank or trust company, or shall be applied or rebated as may be required under the provision of law. The remainder of the proceeds, if any, after the payment of said notes and of the expense of issuing said notes and bonds shall be applied to further finance the appropriation enacted herein.

In each fiscal year in which the principal or any installment of interest shall fall due upon any of the bonds or notes herein authorized there shall be included in the appropriation for such fiscal year a sum equivalent to the amount of such principal and interest so falling due, and to the extent that provision is not made for the payment thereof from other revenues, the amount thereof shall be included in the taxes assessed upon the Grand List for such fiscal year and shall not be subject to any limitations of expenditures or taxes that may be imposed by any other Town ordinance or resolution.

Pursuant to Section 1.150-2 (as amended) of the federal income tax regulations the Town hereby expresses its official intent to reimburse expenditures paid from the General Fund, or any capital fund for the Project with the proceeds of the bonds or notes to be issued under the provisions hereof. The allocation of such reimbursement bond proceeds to an expenditure shall be made in accordance with the time limitations and other requirements of such regulations. The Finance Director is authorized to pay Project expenses in accordance herewith pending the issuance of the reimbursement bonds or notes.

The Town of Westport, or other proper authority of the Town, is authorized to take all necessary action to apply to the State of Connecticut, and accept from the State or other parties, grants, gifts and contributions in aid of further financing the Project. Once the appropriation becomes effective, the First Selectman, or other appropriate official of the town, is hereby authorized to spend a sum not to exceed the aforesaid appropriation for the Project and is specifically authorized to make, execute and deliver any contracts or other documents necessary or convenient to complete the Project and the financing thereof.

The Committee is hereby authorized to take all action necessary and proper for the sale, issuance and delivery of the bonds (and notes) in accordance with the provisions of the Town Charter, the Connecticut General Statutes, and the laws of the United States.

(4)

RESOLVED: That pursuant to C.G.S. Section 7-273c, Patricia Cimarosa is hereby reappointed to the Board of Directors of the Westport Transit District with a four-year term beginning May 1, 2018.



WESTPORT, CONNECTICUT

JAMES S. MARPE
First Selectman

BACK UP MATERIAL
RTM ITEM # MISC

February 12, 2018

Ms. Velma Heller, RTM Moderator
110 Myrtle Avenue
Westport, CT 06880

Re: Board of Selectmen Accepted Gifts to Town

Dear Velma:

In accordance with the Policy for Gifts to Town, attached please find the Annual Report of the collective monetary donations in excess of \$5,001 accepted by the Board of Selectmen during the calendar year 2017.

Please notify the RTM of this action.

Thank you.


Eileen Francis
Office Manager

Cc: Patty Strauss, Town Clerk
Gary Conrad, Finance Director

RECEIVED
TOWN CLERK
FEB 12 2018
11:11 AM
WESTPORT, CT

2017 RECAP GIFTS TO TOWN
ACCEPTED BY BOARD OF SELECTMEN (GIFTS OVER 5,000)

DATE	TO	DESCRIPTION	VALUE/AMT	FOLLOW UP
1/11/2017	HUM SERV	GIFTS OVER 5K (FAMILIES IN NEED 2016 HOLIDAY)	\$21,318.00	
1/25/2017	HUM SERV	AGGREGATE 2016 HOLIDAY	\$5,641.21	
2/8/2017	POLICE	DONATION FOR K9 UNIT	\$10,000.00	
9/27/2017	POLICE	FOR ANIMAL CONTROL OFC SECRETARY	\$13,000.00	
10/25/2017	HUM SERV	ANONYMOUS DONATION	\$21,000.00	RTM 10-25-2017
		TOTAL	\$70,959.21	

SETTLEMENT AGREEMENT

February 2, 2018

NOTE: This Settlement Agreement replaces and supercedes that dated August 31, 2017.

In settlement of Case No. 2017-MBA-1 the Parties agree to the following:

1. Duration – through June 30, 2024
2. New Hires (on or after 7/1/17):
 - Defined Benefit Plan
 - multiplier 1.50% (no cap)
 - normal retirement date age 55 with 20 years or at 60 with 10 years
 - single life annuity, reduced joint survivor annuity available
 - no COLA
 - employee contribution 8%
 - Defined Contribution Plan
 - The Town will match 50% of employee contributions up to a total of 3%
 - Retiree Health – single coverage, 40% of cost from time to time; employee can pay the full cost difference for spouse coverage.
3. Current Hires (prior to 7/1/17)
 - 20 or more years as of 7/1/17 – no change
 - Less than 20 years as of 7/1/17
 - single life annuity, reduced joint survivor annuity
 - Post 65 COLA capped at 2.75%
 - Normal retirement date later of age 52 or completion of 20 years of service
 - Effective upon approval/ratification employee contributions shall be reduced from 10% to 9%.
4. Other
 - Clean up 12.10/4.4
 - Section 3.2 – Clarify that: (1) employees may continue to work beyond 34 ½ years of service, and (2) the cap on Service and Compensation after 32 ½ years applies to both service (Section 4) and disability (Section 6) pensions.

All other terms of the plan shall remain unchanged.

Town of Westport

IAFF Local 1081

By _____

By _____

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made by and entered into this ____ day of February, 2018 between the Town of Westport and the Westport Firefighters Local 1081 IAFF.

Reference is made to Section 3.2 of the Pension Plan applicable to Firefighters. It is specifically agreed that as part of resolution of negotiations for a successor plan effective July 1, 2016, the addition of the phrase "under either Section 4 or Section 6" to said section shall be without prejudice or precedent to any disability pension application presently pending or as to the parties respective positions regarding the applicability of said provision to disability pension.

TOWN OF WESTPORT

WESTPORT FIREFIGHTERS' ASSOCIATION
LOCAL 1081 IAFF

By _____

By _____

BACK UP MATERIAL
RTM ITEM #

Draft #5
2/13/18

**FIRE PENSION FUND OF THE
TOWN OF WESTPORT**

**2005-2016 Amendment and Restatement
July 1, 2001-2016 to June 30, 2016-2024**

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PREAMBLE

The Fire Pension Fund of the Town of Westport was originally adopted in October, 1939 under Special Act No. 430. It was subsequently amended from time to time.

The Fire Pension Fund of the Town of Westport (hereinafter referred to as the "Plan"), as restated herein, shall become effective as of July 1, ~~2001-2016~~ (hereinafter referred to as the "Effective Date"), except as otherwise provided herein, and constitutes an amendment, restatement and continuation of the Fire Pension Fund of the Town of Westport as amended and in effect on the day prior to the Effective Date. Except as the parties may mutually agree, the Plan, as restated herein, shall remain in effect until June 30, ~~2016~~2024.

Participants who retired or otherwise terminated their employment prior to the Effective Date shall have their benefits, if any, determined in accordance with the terms of the Fire Pension Fund of the Town of Westport as in effect at the time of such retirement or other termination of employment.

AGREEMENT by and between the Town of Westport and the Westport Firefighter's Local 1081, International Association of Firefighters, AFL-CIO, effective as of the Effective Date indicated below, except as otherwise provided herein.

SECTION 1 DEFINITIONS

The following words and phrases as used herein have the following meanings, unless a different meaning is plainly required by the context:

- 1.1 "Anniversary Date" of the Plan means the date of June 30 of each year.
- 1.1A "Applicable Fraction" shall mean the fraction specified in Section 4.5 in connection with determining a Pension Adjustment.
- 1.2 "Approved Absence" means the period during which an Employee absents himself from work without compensation but with the approval or at the direction of the Employer, including a period of layoff, provided said Employee returns to work for the Employer at such time as the Employer may reasonably require. Approved Absence shall mean an absence due to:
 - (a) A temporary illness or disability;
 - (b) A temporary layoff;
 - (c) An educational leave;
 - (d) A research leave; or
 - (e) Other permitted leaves of absence.

The portion of any such absence which is in excess of twelve (12) months shall be excluded in computing the period of service of such Employee. Service before and after such Approved Absence shall be regarded as continuous service. Such absence up to twelve (12) months shall be regarded as continuous service.

An absence due to the following shall be regarded as service with the Employer:

- (x) Military service with the Armed Forces, including Coast Guard and Merchant Marine Service, provided such Employee has re-employment rights under applicable laws and compensation from the Employer.
- (y) A period of time not exceeding two (2) years during which the Employee receives compensation from the Employer.

In the application of the provisions of this Section, all Employees shall be treated alike under similar circumstances.

- 1.2A "Carve-Out Plan" means the Town's Anthem Blue Cross/Blue Shield Century Preferred Medicare Carve-Out Plan, as in effect on November 1, 2005, as set forth in Appendix A.

1.2B "Code" means the Internal Revenue Code of 1986, as amended.

1.3 "Compensation" means, with respect to a Participant, the following:

- (a) For all purposes other than Section 4.7, base salary plus any additional increments and allowances for college credits and stand-by pay, and specifically excluding overtime or any other income, but specifically including any "pick-up" contributions with respect to such Participant which are designated Employer contributions under Section 414(h) of the Code.
- (b) For purposes of Section 4.7, such Participant's wages for the Plan Year paid by the Employer of the type reported in Box 1 of Form W-2. Such wages shall include amounts within the meaning of Section 3401(a) of the Code plus any other amounts paid to him by the Employer for which the Employer is required to furnish a written statement under Sections 6041(d) and 6051(a)(3) of the Code, determined without regard to any rules that limit the amount required to be reported based on the nature or location of the employment or services performed,
 - (i) exclusive of any amounts paid or reimbursed by the Employer for moving expenses which the Employer reasonably believes at the time of such payment to be deductible by the Employee under Section 217 of the Code;
 - (ii) increased by the amount of any contributions made by the Employer under any salary reduction or similar arrangement to: (A) a qualified cash or deferred arrangement under Code Section 401(k); (B) a simplified employee pension plan described in Section 408(k) of the Code; (C) a SIMPLE arrangement under Code Section 408(p); (D) an annuity contract described in Section 403(b) of the Code; (E) a deferred compensation plan within the meaning of Section 457(b) of the Code; (F) a cafeteria plan under Code Section 125; and (G) a deferred compensation plan under Code Section 457; and
 - (iii) increased by any amounts contributed or deferred by the Employer at his election and which is not includable in his gross income under Section 132(f)(4) of the Code.

~~The foregoing Clauses (ii) and (iii) shall be effective for Limitation Years beginning after December 31, 1997.~~

Compensation shall be limited as follows:

- (x) In addition to any other applicable limitations set forth in the Plan and notwithstanding any other provision in the Plan to the contrary, for Plan Years beginning after January 1, 1989, and prior to January 1, 1994, the annual Compensation of each Participant taken into account under the Plan shall not exceed \$200,000, as adjusted by the Secretary for increases in the cost of living at the same time and in the same manner as under Section 415(d) of the Code (the

"TRA 1986 Limit"). The cost-of-living adjustment for a calendar year shall apply to any period (a "Determination Period") not exceeding 12 months, over which Compensation is determined, beginning in such calendar year. If a Determination Period consists of fewer than 12 months, the TRA 1986 Limit shall be multiplied by a fraction whose numerator is the number of months in the Determination Period and whose denominator is 12. If Compensation for any prior Determination Period is taken into account in determining any Participant's benefits accruing in any Plan Year beginning after January 1, 1989, and prior to January 1, 1994, the Compensation for such prior Determination Period shall be subject to the TRA 1986 limit in effect for such prior Determination Period. For purposes of the preceding sentence, for Determination Periods beginning before the first day of the Plan Year beginning on or after January 1, 1989, the TRA 1986 Limit shall be \$200,000.

- (y) In addition to any other applicable limitations set forth in the Plan and notwithstanding any other provision in the Plan to the contrary, for Plan Years beginning on or after January 1, 1994, the annual Compensation of each Participant taken into account under the Plan shall not exceed \$150,000, as adjusted by the Secretary for increases in the cost of living in accordance with Section 401(a)(7)(B) of the Code (the "OBRA 1993 Limit"). The cost-of-living adjustment for a calendar year shall apply to any Determination Period beginning in such calendar year. If a Determination Period consists of fewer than 12 months, the OBRA 1993 Limit shall be multiplied by a fraction whose numerator is the number of months in the Determination Period and whose denominator is 12. If Compensation for any prior Determination Period is taken into account in determining any Participant's benefits accruing in the current Plan Year, the Compensation for such prior Determination Period shall be subject to the OBRA 1993 Limit in effect for such prior Determination Period. For purposes of the preceding sentence, for Determination Periods beginning before the first day of the Plan Year beginning on or after January 1, 1994, the OBRA 1993 Limit shall be \$150,000.

- ~~(z) In connection with determining the Compensation of a Participant for purposes of TRA 1986 Limit and the OBRA 1993 Limit, the family aggregation rules in Section 414(q)(6) of the Code shall apply, except that in applying such rules with respect to a particular 12-month period, the term "family" shall include only the spouse of a Participant and any lineal descendants of such Participant who have not attained age 19 before the close of such period. This Section 1.3 (z) shall not apply for Plan Years beginning after December 31, 1996.~~

Notwithstanding the preceding provisions, the annual Compensation of each Participant taken into account in determining benefit accruals in any Plan Year beginning after December 31, 2001, shall not exceed \$200,000. The \$200,000 limit in the preceding sentence shall be adjusted for cost-of-living increases in accordance with Section 401(a)(7)(B) of the Code. The cost-of-living adjustment in effect for a calendar year applies to annual Compensation for the determination period that begins with or within such calendar year.

- 1.4 “Credited Service” includes the Employee’s first years of Service up to a maximum of thirty-two and one-half (32 1/2) years of continuous Credited Service. If the Employee has accrued unused sick time at his Retirement Date of at least three (3) times his annual sick day allowance, Credited Service shall be inclusive of such unused accumulated sick time up to a maximum of 90 working days. If the Employee has accrued less than three (3) times his annual sick day allowance in unused sick time prior to his Retirement Date no sick time may be included as Credited Service for purposes of Retirement. Credited Service shall be rounded to the nearest quarter (1/4) of a year.
- 1.4A “Designated Beneficiary” means the beneficiary designated by a Participant, subject to change from time to time by such Participant, on forms provided by the Pension Board; provided, however, that if there be no Designated Beneficiary at the date of death of the Participant (e.g., due to the earlier death of the Designated Beneficiary or due to failure of the Participant to designate a beneficiary) then the Pension Board shall, for any death benefit that may be available under the Plan (other than a monthly benefit payable to any joint annuitant or surviving spouse), designate a beneficiary from the following list taken in priority order:
- (a) The Participant’s legal spouse, or, if none survives;
 - (b) The Participant’s lineal descendants (including any children legally adopted) per stirpes; or if none survives;
 - (c) The Participant’s parents, share and share alike; or if none survives;
 - (d) The Participant’s estate, subject to Sections 12.4, 12.5 and 12.6.
- 1.4B “Disability Retirement Date” means the effective date as of which a Participant retires in accordance with Section 6.1.
- 1.5 “Effective Date” of the Plan as amended and restated herein is July 1, ~~2001~~2016, except as otherwise provided herein. The original effective date was October 1, 1939. Notwithstanding the foregoing, the Plan contains the necessary provisions to enable it to comply with the following statutes applicable to the Plan, to-wit: the Tax Equity and Fiscal Responsibility Act of 1982; the Deficit Reduction Act; the Tax Reform Act of 1986; the Omnibus Budget Reconciliation Act of 1986; the Omnibus Budget Reconciliation Act of 1987; the Technical and Miscellaneous Revenue Act of 1988; the Omnibus Budget Reconciliation Act of 1989; the Unemployment Compensation Amendments of 1992; the Omnibus Budget Reconciliation Act of 1993; the Retirement Protection Act of 1994; the Uniformed Services Employment and Reemployment Rights Act; the Small Business Job Protection Act of 1986; the Taxpayer Relief Act of 1997; the Internal Revenue Service Restructuring and Reform Act of 1998; the Community Renewal Tax Relief Act of 2000; and the Economic Growth and Tax Relief Reconciliation Act of 2001. Such Plan provisions shall be effective retroactive to the respective applicable dates specified in the foregoing statutes.

- 1.6 “Employee” means any regular full-time firefighter employee of the Fire Department of the Town of Westport. Any full time probationary employee who becomes a Participant on his date of employment shall be entitled to all benefits under this Plan as defined for an Employee under this Section 1.6, including probationary time.
- 1.7 “Employer” means the Town of Westport in the County, of Fairfield, State of Connecticut.
- 1.8 “Final Average Compensation” means the compensation earned during the last twelve (12) months of continuous Credited Service, including the rate of compensation attributed to the accrued sick leave, if applicable, prior to the Participant’s actual date of retirement. If the Participant remains in employment beyond his last year of Credited Service, Final Average Compensation means the compensation earned during the last twelve (12) months of Service prior to the Participant’s actual date of retirement, or such compensation earned his thirty-fourth and one half (34 1/2) year of Service, if earlier, including unused sick time as defined in Section 1.4.
- 1.8A “Fixed Annual Adjustment” shall mean the increases to a Retiree’s pension specified in Section 4.5A.
- 1.8B “Limitation Year” means the period July 1 to June 30.
- 1.9 “Market Value” of the assets in the Fund as of any Valuation Date shall be determined as of the close of business of such date, or, if such date is not a business day, as of the close of business on the next preceding day.
- 1.9A “Maximum Pension Adjustment” shall mean the maximum percentage specified in Section 4.5 by which a Retiree’s pension may be increased in accordance with that section.
- 1.9B “Medical Plan” means, collectively, the plan or plans maintained by the Town pursuant to which medical, prescription drug and/or dental benefits are made available to particular Employees, Retirees and their respective spouses and dependents. If any such plan is referred to herein by name, such reference shall also include any comparable successor plan. In the event a comparable successor medical, dental or prescription drug plan becomes necessary in the future, and the Union does not agree that the new plan is in fact “comparable” to the plan it replaces, the grievance and arbitration provisions of the collectively bargained work contracts shall be available to the Union only.
- 1.9C “Normal Retirement Date” means the date specified in Section 3.1.
- 1.10 “Participant” means any Employee who is included in the Plan as provided in Section 2.
- 1.10A “Pension Adjustment” shall mean the adjustment to a pension specified in Sections 4.5-~~or 4.5A, as the case maybe, and Section 12.10(e).~~
- 1.11 “Pension Board” means the board appointed to manage and administer the Plan as provided in Section 9.

- 1.12 "Plan" means the Fire Pension Fund of the Town of Westport as set forth herein, and as it may hereafter be amended from time to time.
- 1.12A "Plan Year" means the twelve-month period ending on June 30 of each year. 1.12B "Retirement Date" means the date a Participant retires as an Employee on or after his Normal Retirement Date or on his Disability Retirement Date.
- 1.13 "Retiree" means a Participant who has retired under the retirement provisions of Section 3 or under the Disability retirement provisions of Section 6, or who is entitled to a pension under Section 7.1.
- 1.13A "RTM" means the Representative Town Meeting of the Town.
- 1.13B "Secretary" means the Secretary of the Treasury, or his delegate.
- 1.14 "Service" means the period of any Employee's regular full-time employment with the Employer which is continuous and without interruption including an approved absence of up to twelve (12) months as described in Section 1.2.
- 1.15A "Totally Disabled" means the Participant is incapable of any gainful employment except employment which is rehabilitative in nature.
- 1.15B "Town" means the Town of Westport in the County of Fairfield, State of Connecticut.
- 1.16 "Trust Fund" or "Trust Funds" means the funds described in Section 10.
- 1.17 "Union" means the Westport Firefighter's Local 1081, International Association of Firefighters, AFL-CIO
- 1.18 "Valuation Date" means the last day of the Plan Year of the Fund.

Whenever any words are used herein in the masculine gender they shall be construed as though they were also in the feminine gender, in all cases where they would so apply. Whenever any words are used herein in the singular form they shall be construed as though they were used in the plural form, and vice versa, in all cases where they would so apply.

SECTION 2 ELIGIBILITY

- 2.1 Each new Employee shall become a Participant on his date of employment. Each Employee who was a Participant in the Plan as in effect prior to the Effective Date shall continue to participate in this Plan.
- 2.2 Each Employee shall become a Participant in writing and authorize the deduction (as well as the reduction and deferral if and when applicable) of 9% (effective upon ratification) of compensation by executing the required forms.

- 2.3 Participation in the Plan shall terminate if an Employee ceases to remain an Employee other than by reason of retirement, or disablement, under the Plan. Participation shall be continued under an Approved Absence.
- 2.4 If a Participant's participation in the Plan terminates as a result of his termination of employment and he later becomes an Employee, he shall be considered a new Employee for all purposes of the Plan. An Employee reentering the Plan shall waive all claims for disability retirement based on any disability sustained prior to reentry, including heart and hypertension disability. The past Credited Service shall not be subject to collective bargaining.
- 2.5 Each Participant, before any benefit shall be payable to his or on his account under the Plan, shall file with the Pension Board such information as it shall require to establish his rights and benefits under the Plan.

SECTION 3 RETIREMENT DATES

- 3.1 The Normal Retirement Date of a Participant ~~who enters active employment prior to July 1, 1985 shall~~ shall be the first day of the month coinciding with or next following completion of at least twenty (20) years of Credited Service. The Normal Retirement Date of a Participant who enters active employment on or after July 1, 1985 shall be the later of the July 1 following the attainment of age 49 and the first day of the month following the completion of at least twenty (20) years of Credited Service. The Normal Retirement Date of a Participant who has less than twenty (20) years of Credited Service as of July 1, 2017, shall be the later of the July 1 following attainment of age 52 and the first day of the month following the completion of at least twenty (20) years of Credited Service. The Normal Retirement Date of a Participant who enters active employment on or after July 1, 2017, shall be the earlier to occur of (i) the July 1 following attainment of age 55 and completion of at least twenty (20) years of Credited Service, or (ii) July 1 following attainment of age 60 and completion of at least ten (10) years of Credited Service.
- 3.2 A Participant may continue his employment beyond his Normal Retirement Date for a period up to thirty-four and one half (34 1/2) years of Service. However, a Participant shall not be granted more than thirty-two and one-half (32 1/2) years of Credited Service. In such event, the Employee will continue as a Participant and his contributions continue to be made to that maximum year of Service. Thereafter, Participant contributions must cease and all subsequent Service and Compensation shall not be considered in determining the Participant's monthly pension under either Section 4 or Section 6.
- 3.3 The Pension Board shall retire a Participant under the provisions of Section 3.1 or 3.2 if the Participant so requests in writing.

SECTION 4 RETIREMENT BENEFITS

4.1 ~~(a) Each Participant shall be entitled, commencing on his Retirement Date as provided in Section 3, to a monthly pension for life in an amount determined to be one-twelfth (1/12) of the sum of (i) and (ii) as follows:~~

~~(i) For each of the first twenty (20) years of Credited Service, 2 1/2% of Final Average Compensation; and~~

~~(ii) For each of the subsequent twelve and one half (12 1/2) years of Credited Service, if any, 2% of Final Compensation.~~

~~The sum of (i) and (ii) above shall be subject to a maximum of 75% of Final Average Compensation.~~

~~(b) Except as provided in Section 7.1A, each~~ Each Participant retiring after October 10, 1995 shall be entitled, commencing on his Retirement Date as provided in Section 3, to a monthly pension for life in an amount determined to be one-twelfth (1/12) of the sum of each year of Credited Service up to and including 32 1/2 years times 2 1/2% of Final Average Compensation. The above sum shall be subject to a maximum of 81.25% of the Final Average Compensation.

4.2 (a) Subject to Section 4.4 and Section 4.5, the monthly pension described in Section 4.1 shall be payable as described herein. The monthly pension described in Section 4.1 shall commence on the Participant's Retirement Date and shall be payable during his life. Upon the death of the Participant, 100% of such monthly pension shall, for three (3) months, be continued to the Participant's surviving spouse or children under the age of 21 years of age as hereinafter provided and thereafter 75% of such monthly pension shall be continued to his surviving spouse until her death or remarriage, or if there is no surviving spouse, to, or on behalf of, his child or children under 21 years of age after the death or remarriage of his surviving spouse. If there is more than one child under 21 years of age, each shall be entitled to receive an equal share of the monthly payment. Payments due to the children under the age of 18 shall be made to their legal guardian.

(b) Notwithstanding Section 4.2(a), for a Participant who does not have twenty (20) years of Credited Service as of July 1, 2017 (including all employees who enter active employment on or after July 1, 2017), shall choose between a single life annuity, or one which is actuarially reduced and payments are made to the Participant until death then continue to a specified joint annuitant in the same or a reduced amount [100%, 75%, 66 2/3% or 50%] until the death of the joint annuitant. The benefit under the joint annuitant option shall be of equivalent actuarial value to a single life annuity benefit.

4.3 Upon cessation of monthly pension payments made in accordance with Section 4.2, any excess of the amount of the Participant's contributions accumulated at ~~3% interest per annum through June 30, 1981 and 5% interest per annum beginning July 1, 1981~~ to his Retirement Date over the sum of the monthly pension payments previously made to him

and, if applicable, to his surviving spouse and children under 21 years of age, shall be paid in one sum to the Participant's Designated Beneficiary.

~~4.4 certain Participants shall have the right to elect among optional forms of payment as provided for herein. Participants who were actively employed before July 1, 1985 and who retire under Section 3.1 on or after July 1, 1985 may elect:~~

- ~~(a) If under age 49 at the time of retirement, to receive payment with a 100% continuation upon death and no Pension Adjustment; or~~
- ~~(b) To receive payment with a 100% continuation upon death and the Pension Adjustment provided for in Section 4.5(b); or~~
- ~~(c) To receive payment in accordance with Section 4.2 and the Pension Adjustment provided in Section 4.5(a)~~

~~If a Participant described herein makes an election under Sections 4.4(b) or (c) above and such Participant is under age 49 at the time of retirement, monthly pension payments made to the Participant or any surviving spouse or children shall be equal to one half the benefit that would have otherwise been payable. Such reduced monthly payments shall be made for the period commencing with retirement and continuing until the July 1 following the date the Participant attains age 49, or would have attained age 49, if the Participant dies prior to such date. Payments made thereafter shall be at the full rate.~~

~~4.4A This Section 4.4A shall apply in lieu of Section 4.4 to Participants who retire under Section 3.1 on or after November 1, 2005. It shall also apply to Participants who make an election pursuant to Section 12.10, regardless of any prior election by any such Participant to receive payment pursuant to Section 4.2. Such Participants shall have the right to elect among the following optional forms of payment:~~

- ~~(a) If prior to his Normal Retirement Date under age 49 at the time of retirement, to receive payment with a 100% continuation upon death and no Pension Adjustment; or~~
- ~~(b) To receive payment with a 100% continuation upon death and the Pension Adjustments provided for in Sections 4.5_A(b), (c), (d) and (e); or~~
- ~~(c) To receive payment in accordance with Section 4.2 and the Pension Adjustments provided in Sections 4.5_A(a), (c), (d) and (e).~~

~~If a Participant described herein makes an election under Sections 4.4_A(b) or 4.4_A(c) and such Participant has not reached his Normal Retirement Date is under age 49 at the time of retirement, monthly pension payments made to the Participant or any surviving spouse or children shall be equal to one-half the benefit that would have otherwise been payable. Such reduced monthly payments shall, be made for the period commencing with retirement and continuing until the July 1 following the date the Participant's Normal Retirement Date attains age 49, or would have attained reached his Normal Retirement~~

~~Dateage 49~~, if the Participant dies prior to such date. Payments made thereafter shall be at the full rate.

~~4.5~~ Certain pensions shall be adjusted by a Pension Adjustment provided for herein. The appropriate adjustment shall be made to the pensions of Retirees only on the effective date of a negotiated increase in base wages of the Participants covered by this Plan. The Pension Adjustment shall be determined by applying the Applicable Fraction as provided for in (a) or (b) hereunder to the percentage increase in base pay (not the dollar increase) negotiated between the Town of Westport and the Westport Firefighter's Local 1081 or successor for the rank from which the Participant retired. The resulting percentage shall be the amount by which the Participant's monthly payment is increased, subject to the applicable Maximum Pension Adjustment. Pension Adjustments shall be made to monthly pension payments made on or after the effective date of a negotiated increase. Applicable Fractions and Maximum Adjustments are as follows:

(a) With respect to benefits paid with a 75% continuation as provided for in Section 4.2 and the benefits provided by Section 5.1(c) or Section 6.1(c), the Applicable Fraction shall be one third and the Maximum Pension Adjustment shall be two percent (2%).

(b) With respect to benefits paid with a 100% continuation as provided for in Section 4.4(b), Section 5.1(b) or Section 6.1(b), the Applicable Fraction shall be one sixth and the Maximum Pension Adjustment shall be one percent (1%).

4.5A This Section 4.5A shall apply in lieu of Section 4.5 to Participants retiring on or after November 1, 2005. It shall also apply effective July 1, 2006 to Participants who make an election pursuant to Section 12.10.

Certain pensions payable to Retirees who enter active employment prior to July 1, 2017, shall be adjusted by a Pension Adjustment provided for herein.

(a) With respect to benefits paid to a Retiree with a 75% continuation as provided for in Section 4.2(a) and the benefits provided by Section 5.1(c) or Section 6.1(c), and benefits as provided for in Section 4.2(b), such Retiree shall be entitled to a Fixed Annual Adjustment to his pension of one and one half percent (1.5%). The same such Fixed Annual Adjustment shall apply as well to the pension of a Retiree who does not have a spouse at the time his pension begins.

(b) With respect to benefits paid to a Retiree with a 100% continuation as provided for in Section 4.4_A(b), Section 5.1(b) or Section 6.1(b), such Retiree shall be entitled to a Fixed Annual Adjustment to his pension of three fourths of one percent (.75%).

(c) The first Fixed Annual Adjustment to a Retiree's pension pursuant to Sections 4.5 A(a) or 4.5 A(b), as the case may be, shall apply to the twelve (12)-month period beginning July 1 following the first month in which a pension was payable to such Retiree. Subsequent Fixed Annual Adjustments shall apply to subsequent twelve (12)-month periods. Each such Fixed Annual Adjustment to a Retiree's pension for

a twelve (12) month period shall apply to the amount of the pension during the preceding twelve (12)-month period. In the event of the death of a Retiree who is survived by a spouse, a Fixed Annual Adjustment pursuant to Sections 4.5_A(a) or 4.5_A(b), as the case may be, shall apply to the pension payable to such spouse the same as if such spouse were the Retiree.

(d) The Fixed Annual Adjustment to a Retiree's pension specified in Sections 4.5_A(a) or 4.5_A(b), as the case may be, shall be increased by one half (1/2) percentage point effective with the month following such Retiree's 60th birthday. If a Retiree dies before his 60th birthday and is survived by a spouse, and such spouse is living on what would have been such Retiree's 60th birthday, the Fixed Annual Adjustment to such spouse's pension shall be increased by one half (1/2) percentage point effective with the month following what would have been such Retiree's 60th birthday.

(e) In addition to the increase in the Fixed Annual Adjustment specified by Section 4.5 A(d), the Fixed Annual Adjustment to a Retiree's pension specified in Sections 4.5 A(a) or 4.5_A(b), as the case may be, shall also be increased by two (2) percentage points effective with the month in which such Retiree becomes covered under Parts A and B of Medicare. If such Retiree dies before becoming covered under Parts A and B of Medicare and is survived by a spouse, the Fixed Annual Adjustment to the pension of such spouse shall be increased by two (2) percentage points effective with the month in which such spouse becomes covered under Parts A and B of Medicare.

(f) Notwithstanding the foregoing in this Section 4.5, for Participants with less than twenty (20) years of Credited Service as of July 1, 2017 (including new hires on or after said date) the aggregate Pension Adjustment in any one year shall not exceed two and three-quarters (2.75%) percent.

For Participants who enter active employment on or after July 1, 2017, there shall be no Pension Adjustment.

4.6

~~(a) Except as provided in Sections 4.6(b) and 4.6(e), effective July 1, 1985 each Retiree shall be entitled to continue his coverage under the Medical Plan in effect at the time of his retirement by paying the total cost of such coverage until the July 1 following attainment of age 49 and thereafter by paying 50% of the cost of such coverage.~~

~~(b) Effective July 1, 1991, each Participant electing to retire on or after said date shall be entitled to continue his coverage under the Medical Plan in effect as of the date six (6) months prior to retirement by paying the total cost of such coverage at the time of retirement until the July 1 following attainment of age 49, and thereafter by paying the dollar equivalent of 40% of the cost of such coverage as of that July 1 date.~~

~~(c) Effective July 1, 1991, an Employee retiring after age 49 may elect to continue his coverage under the Medical Plan in effect as of the date six (6) months prior to retirement by paying the dollar equivalent of 40% of the cost of such coverage at the time of retirement.~~

~~(d) Nothing herein shall preclude a Retiree from modifying his Medical Plan premium status (individual, two person, family) as long as such modification is downwards (e.g., family to two person or single; two person to single). A Retiree may not modify his Medical Plan premium status upwards (e.g., single to two person or family; two person to family). In the event of a permissible modification of Medical Plan premium status, the Retiree shall pay the dollar equivalent of 40% of the cost of the coverage in effect for the Retiree as of the July 1 following the attainment of age 49 (or as of the date of his retirement if after July 1 following attainment of age 49, whichever is later) or 40% of the actual cost (as the same may vary) of the modified coverage, whichever is less at the time of the modification.~~

~~(e) Sections 4.6(a) through 4.6(d) shall apply as well to the spouse and eligible dependent children of a Retiree.~~

~~(f) If a Participant, upon retirement, elects not to continue coverage under the Medical Plan, or having once elected to continue it, elects to discontinue such coverage, the Town shall be relieved of any further contractual obligation to provide such coverage to the Retiree and/or his spouse and/or dependents, or to contribute to the cost thereof.~~

4.6A ~~This Section 4.6A shall apply in lieu of Section 4.6 to Participants retiring on or after November 1, 2005. The following shall apply to Participants who entered active employment prior to July 1, 2017:~~

(a) Except as provided in Section 4.6_A(b), each Participant shall be entitled to continue his coverage under the Medical Plan in effect as of the date six (6) months prior to retirement by paying the total cost of such coverage at the time of retirement until the July 1 following his Normal Retirement Date attainment of age 49, and thereafter by paying the dollar equivalent of 40% of the cost of such coverage as of that July 1 date.

(b) Each Participant retiring on hers or his Normal Retirement Date after age 49 may elect to continue his coverage under the Medical Plan in effect as of the date six (6) months prior to retirement by paying the dollar equivalent of 40% of the cost of such coverage at the time of retirement.

(c) Nothing herein shall preclude a Retiree from modifying his Medical Plan premium status (individual, two-person, family) as long as such modification is downwards (e.g., family to two-person or single; two-person to single). A Retiree may not modify his Medical Plan premium status upwards (e.g., single to two-person or family; two-person to family). In the event of a permissible modification of

Medical Plan premium status, the Retiree shall pay the dollar equivalent of 40% of the cost of the coverage in effect for the Retiree as of the July 1 following his Normal Retirement Date ~~the attainment of age 49~~ (or as of the date of his retirement if after July 1 following his Normal Retirement Date ~~attainment of age 49~~, whichever is later) or 40% of the actual cost (as the same may vary) of the modified coverage, whichever is less at the time of the modification.

- (d) Sections 4.6_A(a) through 4.6_A(c) shall apply as well to the spouse and eligible dependent children of a Retiree.
- (e) Upon reaching the age for entitlement to Medicare (regardless of whether he has the requisite quarters of coverage for Part A of Medicare without the payment of a premium), a Retiree who has elected to continue his Medical Plan coverage under this Section 4.6A shall no longer be able to participate in the Town's Anthem Blue Cross/Blue Shield Century Preferred Plan and in its place, and without any change in the cost to him in accordance with Sections 4.6_A(a) or 4.6_A(b), he shall instead be enrolled in the Carve-Out Plan, provided that he (i) completes the enrollment forms for the Carve-Out Plan, (ii) enrolls for Part A and Part B of Medicare and (iii) pays any and all required premiums therefor (including premiums for Part A coverage if he is not entitled to Part A coverage without the payment of a premium). This Section 4.6_A(e) shall apply as well to the spouse of such a Retiree (including the surviving spouse of a Retiree who is deceased) at the time such spouse reaches the age for entitlement to Medicare (regardless of whether such spouse has the requisite quarters of coverage for Part A of Medicare without the payment of a premium).
- ~~(f) If upon retirement a Retiree was covered by HealthNet and he elects to continue coverage thereunder pursuant to Section 4.6A(a) or 4.6A(b), his coverage thereunder shall end at the time he reaches the age for entitlement to Medicare (regardless of whether he has the requisite quarters of coverage for Part A of Medicare without the payment of a premium) and he shall instead be enrolled in the Carve Out Plan (including coverage for any illness or other medical condition which occurred while covered under HealthNet), provided that he (i) completes the enrollment forms for the Carve Out Plan, (ii) enrolls for Part A and Part B of Medicare and (iii) pays any and all required premiums therefor (including premiums for Part A coverage if he is not entitled to Part A coverage without the payment of a premium). The premium which he shall be required to pay for coverage under the Carve Out Plan shall be 40% of the fully allocated cost of the coverage under the Town's Anthem Blue Cross/Blue Shield Century Preferred Plan as of the date of his retirement, as if he had been covered thereunder at the time of retirement. Such Retiree shall also be entitled to enroll in the Town's Express Scripts prescription drug plan at the time he reaches the age for entitlement to Medicare, and the premium which he shall be required to pay for coverage thereunder shall be 40% of the fully allocated cost of the coverage thereunder as of the date of his retirement. This Section 4.6A(f) shall apply as well to the spouse of such a Retiree (including the surviving spouse of such a Retiree who is deceased) as of the time such spouse reaches the age for entitlement to~~

Medicare (regardless of whether such spouse has the requisite quarters of coverage for Part A of Medicare without the payment of a premium).

~~(g) The Town shall reimburse a Retiree for any premiums paid by him for coverage under Part A of Medicare if:~~

~~(i) Such Retiree retired after June 30, 2001 and before November 1, 2005 and timely elected pursuant to Section 12.10 to receive benefits under the Plan, as amended and restated herein;~~

~~(ii) Such Retiree retired on or after November 1, 2005 and before the referendum described in Section 4.6A(g)(iii); or~~

~~(iii) Such Retiree was continuously employed by the Town beginning before April 1, 1986 and, while an employee of the Town, voted in a referendum authorized by the State of Connecticut pursuant to Section 218 of the Social Security Act to have his wages be subject to Medicare taxes.~~

~~This Section 4.6A(g) shall apply as well to premiums for Medicare Part A paid by the spouse (or surviving spouse) of a Retiree described in Sections 4.6A(g)(i) or 4.6A(g)(ii).~~

~~(hf) The Town shall not reimburse any Retiree, spouse or surviving spouse for any premiums paid by them for coverage under Part B of Medicare.~~

~~(ig) If a Participant, upon retirement, elects not to continue coverage under the Medical Plan, or having once elected to continue it, elects to discontinue such coverage, the Town shall be relieved of any further contractual obligation to provide such coverage to the Retiree and/or his spouse and/or dependents, or to contribute to the cost thereof.~~

~~(h) Sections 4.6(a) through (h) shall apply to Participants who entered active employment on or after July 1, 2017, subject to the following limitations:~~

~~(1) such Retirees shall be eligible for single coverage only;~~

~~(2) such Retirees shall pay the dollar equivalent to 40% of the cost of coverage from time to time, i.e. at the time the insurance coverage is provided;~~

~~(3) the Retiree may pay the full cost of coverage for his/her spouse.~~

4.7 Notwithstanding any other provision of the Plan, the benefits of a Participant hereunder shall be subject to the following limitation: The maximum Annual Benefit payable to a Participant under the Plan, and under any other defined benefit plan sponsored by the Employer (or any entity aggregated with the Employer pursuant to Section 414 of the Code), for any Limitation Year shall not exceed the limitation set forth in Section 415(b) of the Code. For purposes of Sections 415(b)(2)(E)(i) and Section 415(b)(2)(E)(iii) of the Code, the interest rate shall be 5% per annum, compounded annually. The term "Annual Benefit" shall mean a benefit payable annually in the form of a qualified joint and survivor

annuity [as defined in Section 417(b) of the Code and Treas. Reg. Sec. 1.401(a)-20, Q & A-25] (with no ancillary benefits) under a plan to which employees do not contribute and under which no rollover contributions are made.

4.8 In the event any Participant is participating or has participated in a defined contribution plan of the Employer (or any entity aggregated with the Employer pursuant to Section 414 of the Code), if the sum of the "defined benefit plan fraction" and the "defined contribution plan fraction" [as defined in Section 415(e) of the Code] shall exceed 1.0 in any Limitation Year for any such Participant, the Employer shall adjust the numerator of the "defined benefit plan fraction" so that the sum of both fractions shall not exceed 1.0 for such year and the accrued benefit of such Participant under this Plan for such year shall be reduced accordingly. This Section 4.8 shall not apply to Limitation Years beginning on or after July 1, 2000. No benefits which are already in pay status as of July 1, 2000 shall be increased on account of the preceding sentence.

4.9 Direct Rollovers of Eligible Rollover Distributions:

Notwithstanding any other provision of the Plan to the contrary which would otherwise limit a Distributee's election under this Section 4.9, a Distributee may elect, at the time and in the manner permitted by the Plan Administrator, to have any portion of an Eligible Rollover Distribution paid directly to an Eligible Retirement Plan specified by the Distributee in a Direct Rollover. For purposes of this Section 4.9:

- (a) "Direct Rollover" means a payment by the Plan to the Eligible Retirement Plan specified by a Distributee.
- (b) "Distributee" means a Participant who is an Employee or former Employee. In addition, (1) such a Participant's spouse or former spouse who is the alternate payee under a "qualified domestic relations order," as defined in Section 414(p) of the Code, and (2) the surviving spouse of a deceased Participant who was an Employee or former Employee, are Distributees with regard to the interest of such spouse or former spouse in the Plan.
- (c) "Eligible Retirement Plan" means an individual retirement account described in Section 408(a) of the Code, an individual retirement annuity described in Section 408(b) of the Code, an annuity plan described in Section 403(a) of the Code, or a qualified trust described in Section 401(a) of the Code, which accepts a Distributee's Eligible Rollover Distribution. However, in the case of an Eligible Rollover Distribution to a Distributee who is surviving spouse, an "Eligible Retirement Plan" means an individual retirement account or individual retirement annuity. Effective for distributions made after December 31, 2001, (1) the term "Eligible Retirement Plan" shall also include (i) an annuity contract described in Section 403(b) of the Code and (ii) an eligible plan which is maintained under Section 457(b) of the Code and which is maintained by a state or political subdivision of a state or instrumentality of a state and which agrees to separately account for amounts transferred to such plan from this Plan; and (2) the definition of "Eligible Retirement Plan" shall apply in the case of a distribution to a surviving

spouse of a Participant or to a spouse or former spouse of a Participant who is an alternate payee under a "qualified domestic relations order," as defined in Section 414(p) of the Code.

- (d) "Eligible Rollover Distribution" means any distribution of all or any portion of the balance to the credit of the Distributee under the Plan, except that an Eligible Rollover Distribution shall not include: (1) any distribution which is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the Distributee or the joint lives (or joint life expectancies) of the Distributee and the Distributee's Designated Beneficiary, or for a specified period of 10 years or more; (2) any distribution to the extent such distribution is required under Section 401(a)(9) of the Code; and (3) the portion of any distribution which is not includible in gross income. The enumeration in the preceding sentence of any form of payment shall not imply that any person has the right to receive benefits under the Plan in such form unless otherwise specifically provided under the Plan.

If a single-sum distribution (in lieu of monthly pension payments) of more than \$1,000 is payable ~~on or after March 28, 2005~~ to a Participant whose employment has terminated, and such Participant does not elect to receive such distribution directly or, pursuant to this Section 4.9, to have such distribution paid to an Eligible Retirement Plan in a direct rollover, the Pension Board shall cause such distribution to be paid in a direct rollover to an individual retirement account described in Section 408(a) of the Code or to an individual retirement annuity described in Section 408(b) of the Code.

4.10 Veterans' Rights:

Notwithstanding any provision of this Plan to the contrary, effective December 12, 1994 contributions, benefits and service credit with respect to qualified military service shall be provided in accordance with Section 414(u) of the Code.

4.11 Defined Contribution Plan

In addition, the defined benefits provided under this Plan, for Participants hired on or after July 1, 2017 only, the Employer shall match 50% of Participant's contributions, up to a maximum contribution by the Employer of 3% per year, into the Town Defined Contribution Plan. The details of the defined contribution plan are set forth in a plan document amended effective July 1, 2017.

SECTION 5 BENEFITS IN CASE OF DEATH

- 5.1 Upon receipt of proof, satisfactory to the Pension Board of the death having occurred during actual performance of duty, or resulting from the effects of any injury received, diseases contracted, or exposure endured while in the actual discharge of his duties:

- (a) For Participants whose date of employment was before July 1, 1985, a monthly pension equal to $66 \frac{2}{3}\%$ of the Participant's monthly base salary, or, if greater, the amount of pension computed under Section, 4.1 based on the Participant's Credited Service and Final Average Compensation at the time of death, shall be paid to his surviving spouse until such surviving spouse's death or remarriage, or, if there is no surviving spouse, to, or on behalf of, his child or children under 21 years of age after the death or remarriage of his surviving spouse. If there is more than one child under 21 years of age, each shall be entitled to receive an equal share of the monthly payment.

Payments to any child shall cease when the child attains the age of 21 years. Payments due to the children under the age of 18 shall be made to their legal guardian.

- (b) The monthly pension described in Section 5.1(a) shall be adjusted by the Pension Adjustment described in Section 4.5(b), beginning on the July 1 following the date when the Participant would have reached his ~~49th birthday or July 1, 1985, if later~~ Normal Retirement Date, except that at the sole discretion of the Pension Board, such adjustment may be payable on the July 1 immediately following the death of the Participant. ~~Effective with respect to Participants whose death occurs on or after November 1, 2005, in the preceding sentence "Section 4.5A(b)" shall be substituted for "Section 4.5(b)."~~
- (c) The surviving spouse of a Participant described in Section 5.1(a) may elect to be paid a pension equal to 75% of the amount otherwise payable under Section 5.1(a) and the Pension Adjustment described in Section 5.1(b) shall then be determined under Section 4.5(a) rather than Section 4.5(b). ~~Effective with respect to Participants whose death occurs on or after November 1, 2005, in the preceding sentence "Section 4.5A(a)" shall be substituted for "Section 4.5(a)" and "Section 4.5A(b)" shall be substituted for "Section 4.5(b)."~~
- (d) For Participants whose date of employment is on or after July 1, 1985, the pension payable hereunder shall be equal to 75% of the amount otherwise payable under Section 5.1(a) and the Pension Adjustment described in Section 5.1(b) shall be determined under Section 4.5(a) rather than Section 4.5(b). ~~Effective with respect to Participants whose death occurs on or after November 1, 2005, in the preceding sentence "Section 4.5A(a)" shall be substituted for "Section 4.5(a)" and "Section 4.5A(b)" shall be substituted for "Section 4.5(b)."~~
- (e) ~~Effective July 1, 1985, the spouse and/or children of a deceased Participant described in this Section 5.1 may continue coverage under the Medical Plan in effect at the time of such Participant's death by paying 50% of the cost of such coverage.~~

~~Effective July 1, 1991, the~~ The spouse or children under age 21 of a Participant whose death occurred on or after said date may continue coverage under the

Medical Plan in effect at the time of such Participant's death by paying the dollar equivalent of 40% of the cost of such coverage at the time of his death.

Nothing herein shall preclude the spouse or children under age ~~21~~26 of a deceased Participant from modifying such coverage in the manner set forth in Section 4.6. If the spouse or children of the deceased Participant elect not to continue the deceased Participant's coverage under the Medical Plan or, having once elected to continue it, elect to discontinue such coverage, the Town shall be relieved of any further contractual obligation to provide such coverage, or to contribute to the cost thereof.

~~(f) With respect to the surviving spouse of a Participant whose date of death is on or after November 1, 2005, the relevant provisions of Section 4.6A shall apply in lieu of Section 4.6 as if such Participant had retired on or after November 1, 2005.~~

- 5.2 Upon receipt of proof, satisfactory to the Pension Board, of the death of a Participant prior to retirement such death not resulting from his actual performance of duty or effects therefrom, the amount of his contributions accumulated at ~~3% interest per annum through June 30, 1985 and 5% interest per annum beginning July 1, 1985~~ to the time of his death shall be paid in one lump sum to his Designated Beneficiary.

In lieu of such lump sum payment, the Pension Board, by a majority vote, may in their sole discretion and for each such case individually considered without precedent, provide that a monthly pension of up to 50% of the Participant's monthly base salary, or, if greater, the amount of pension computed under Section 4.1 based on the Participant's Credited Service and Final Average Compensation at the time of death, shall be paid to his widow or children in accordance with Section 4.1; and may at their sole discretion provide that such monthly pension be adjusted by a Pension Adjustment, and may at their sole discretion provide for medical coverage in accordance with Section 5.1(e) ~~and, if applicable, Section 5.1(f).~~

- 5.3 Upon cessation of monthly pension payments made in accordance with Sections 5.1 or 5.2, any excess of that amount of the Participant's contributions accumulated at ~~3% interest per annum through June 30, 1985 and 5% per annum beginning July 1, 1985~~ to his date of death over the sum of the monthly pension payments previously made to him and, if applicable to his surviving spouse and children under 21 years of age, shall be paid in one sum to the Participant's Designated Beneficiary.

- 5.4 Upon receipt of proof, satisfactory to the Pension Board, of the death of a Retiree, his annual pension shall be paid to his surviving spouse or children in accordance with Section 4, including any appropriate pension adjustment.

SECTION 5A REQUIRED DISTRIBUTIONS

5A.1 General Rules:

The provisions of this Article 5A shall take precedence over any inconsistent provisions of the Plan.

All distributions required under this Article 5A shall be determined and made in accordance with the Treasury regulations under Code Section 401(a)(9).

5A.2 Time and Manner of Distribution:

- (a) A Participant's entire vested interest in the Plan (as determined pursuant to Section 7.1) shall be distributed, or begin to be distributed, to him no later than his Required Beginning Date.
- (b) If a Participant dies before distributions begin, his entire vested interest in the Plan shall be distributed, or begin to be distributed, no later than as follows:
 - (1) If such Participant's surviving spouse is his sole Designated Beneficiary, then distributions to such surviving spouse shall begin by December 31 of the calendar year immediately following the calendar year in which such Participant died, or by December 31 of the calendar year in which the Participant would have attained age 70 ½, if later.
 - (2) If such Participant's surviving spouse is not his sole Designated Beneficiary, then distributions to his Designated Beneficiary shall begin by December 31 of the calendar year immediately following the calendar year in which such Participant died.
 - (3) If there is no Designated Beneficiary as of September 30 of the year following the year of such Participant's death, such Participant's entire vested interest in the Plan shall be distributed by December 31 of the calendar year containing the fifth anniversary of such Participant's death.
 - (4) If such Participant's surviving spouse is his sole Designated Beneficiary and such surviving spouse dies after such Participant but before distributions to such surviving spouse begin, this Section 5A.2(b), other than Section 5A.2(b)(1), shall apply as if the surviving spouse were the Participant.

For purposes of this Section 5A.2(b) and Section 5A.5, distributions shall be considered to begin on a Participant's Required Beginning Date [or, if Section 5A.2(b)(4) applies, the date distributions are required to begin to the surviving spouse under Section 5A.2(b)(1)]. If annuity payments irrevocably commence to a Participant before his Required Beginning Date [or to his surviving spouse before the date distributions are required to begin to such surviving spouse under Section 5A.2(b)(1)], the date distributions shall be considered to begin is the date distributions actually commence.

Unless a Participant's vested interest in the Plan is distributed in the form of an annuity purchased from an insurance company or in a single sum on or before his Required Beginning Date, as of the first Distribution Calendar Year distributions shall be made in accordance with Sections 5A.3, 5A.4 and 5A.5. If a Participant's interest is distributed in the form of an annuity purchased from an insurance company, distributions thereunder shall be made in accordance with the requirements of Code Section 401(a)(9) and the Treasury regulations.

5A.3 Determination of Amount to be Distributed Each Year:

- (a) If a Participant's interest is paid in the form of annuity distributions under the Plan, such distributions shall satisfy the following requirements:
 - (1) The annuity distributions shall be paid in periodic payments made at intervals not longer than one year;
 - (2) The distribution period shall be over a life (or lives) or over a period certain not longer than the period described in Section 5A.4.
 - (3) Once payments have begun over a period certain, the period certain shall not be changed, even if the period certain is shorter than the maximum permitted;
 - (4) Payments shall either be non-increasing or shall increase only to pay increased benefits that result from a Plan amendment.
- (b) The amount which must be distributed on or before a Participant's Required Beginning Date [or, if such Participant dies before distributions begin, the date distributions are required to begin under Sections 5A.2(b)(1) or 5A.2(b)(2)] is the payment which is required for one Payment Interval. The second payment need not be made until the end of the next Payment Interval even if that Payment Interval ends in the next calendar year. All of a Participant's benefit accruals as of the last day of the first Distribution Calendar Year shall be included in the calculation of the amount of the annuity payments for Payment Intervals ending on or after his Required Beginning Date.
- (c) Any additional benefits accruing to a Participant in a calendar year after the first Distribution Calendar Year shall be distributed beginning with the first Payment Interval ending in the calendar year immediately following the calendar year in which such amount accrues.

5A.4 Requirements for Minimum Distributions Where Participant Dies Before Date Distributions Begin:

- (a) If a Participant dies before the date distribution of his vested interest in the Plan begins and there is a Designated Beneficiary, such Participant's entire vested interest shall be distributed, beginning no later than the time described in Sections

5A.2(b)(1) or 5A.2(b)(2), over the life of the Designated Beneficiary or over a period certain not exceeding:

- (1) Unless the Annuity Starting Date is before the first distribution calendar year, the life expectancy of such Designated Beneficiary determined using his age as of his birthday in the calendar year immediately following the calendar year of such Participant's death; or
 - (2) If the Annuity Starting Date is before the first Distribution Calendar Year, the life expectancy of such Designated Beneficiary determined using his age as of his birthday in the calendar year which contains the Annuity Starting Date.
- (b) If a Participant dies before the date distribution of his entire vested interest in the Plan begins and there is no Designated Beneficiary as of September 30 of the year following the year of such Participant's death, distribution of such Participant's entire vested interest in the Plan shall be completed by December 31 of the calendar year containing the fifth anniversary of such Participant's death.
- (c) If a Participant dies before the date distribution of his entire vested interest in the Plan begins and his surviving spouse is the Participant's sole Designated Beneficiary, and such surviving spouse dies before distributions to such surviving spouse begin, this Section 5A.4 shall apply as if such surviving spouse were the Participant, except that the time by which distributions must begin shall be determined without regard to Section 5A.2(b)(1).

5A.5 Life Expectancy:

For purposes of this Article 5A, life expectancy shall be computed by use of the Single Life Table in Treasury Regulation Section 1.401(a)(9)-9.

5A.6 Definitions:

For purposes of Sections 5A.1 to 5A.5:

- (a) "Annuity Starting Date" means: (1) The first day of the first period for which an amount is payable as an annuity or other distribution under the Plan; or (2) In the case of a benefit not payable in the form of an annuity, the first day on which all events have occurred which entitle the recipient to such benefit.
- (b) "Designated Beneficiary" means the individual who is designated as the beneficiary under Section 1.4A of the Plan and is the "designated beneficiary" under Code Section 401(a)(9) and Treasury Regulation Section 1.401(a)(9)-1, Q&A-4.
- (c) "Distribution Calendar Year" means a calendar year for which a minimum distribution is required under this Article 5A. For distributions beginning before a

Participant's death, the first Distribution Calendar Year shall be the calendar year immediately preceding the calendar year which contains his Required Beginning Date. For distributions beginning after a Participant's death, the first Distribution Calendar Year is the calendar year in which distributions are required to begin pursuant to Section 5A.2(b).

- (d) "Payment Intervals" means the periods for which payments are received, such as bi-monthly, monthly, semi-annually or annually.
- (e) "Required Beginning Date" means, with respect to a Participant, April 1 of the calendar year following the calendar year in which the Participant attains age 70½.

SECTION 6 DISABILITY

6.1 Upon certification by a least three (3) physicians appointed by the Pension Board that a Participant is disabled so as to be permanently disqualified from service of all duties as a regular full time firefighter, such disability having occurred during actual performance of duty, or resulting from the effects of any injury received, disease contracted, or exposure endured while in the actual discharge of his duties, such Participant shall be retired and shall receive:

(a) Subject to Sections 6.1(b), (c) and (d), the monthly pension benefit granted will be as follows:

- (i) for a disabled Participant whose type of disablement is governed by State of Connecticut Statute Section 7-433c (Heart and Hypertension Act):

a monthly pension equal to 66 2/3% of his monthly base salary, or, if greater, the amount of pension computed under Section 4.1 based upon that Participant's Credited Service and Final Average Compensation at the time of such disability commencing at his Disability Retirement Date and payable for life. Said calculation shall be subject to Section 3.2.

- (ii) for a disabled Participant whose type of disablement is not governed by State of Connecticut Statute Section 7 - 433c (Heart and Hypertension Act):

For the first five years of such disability a monthly pension benefit equal to 66 2/3% of his monthly base salary or, if greater, the amount of pension computed under Section 4.1 based upon that Participant's Credited Service and Final Average Compensation at the time of such disability commencing at his Disability Retirement Date, and, if such disability is deemed to be at a level of severity of 30% or greater at his Disability Retirement Date by each of the appropriately designated physicians, for life thereafter; if not, then commencing with the 6th year of such disability retirement the Disabled Retiree will receive a benefit equal to the greater of 50% of his monthly base salary or the amount of his pension computed

under Section 4.1 based upon that disabled Participant's Credited Service and Final Average Compensation at the time of such disability retirement and payable for life, thereafter. Such contribution shall be subject to Section 3.2.

In determining the percentage level of disability severity in instances where more than one disability may apply, such percentage disability ratings shall not be added but expressed in terms of a whole person impairment rating percentage as recognized by the American Medical Association.

Upon the death of the Participant such monthly pension shall be continued to his surviving spouse until her death or remarriage, or, if there is no surviving spouse, to or on behalf of, his child or children under 21 years of age and to, or on behalf of, his child or children under 21 years of age after the death or remarriage of his surviving spouse.

If there is more than one child under 21 years of age, each shall be entitled to receive an equal share of the monthly payment. Payments to any child shall cease when the child attains the age of 21 years.

Payments due to the children under the age of 18 shall be made to their legal guardian.

- (b) Except as provided in Section 6.1(d), for Participants whose date of employment is before July 1, 1985, the monthly pension described in Section 6.1(a) shall be adjusted by the Pension Adjustment described in Section 4.5(b) beginning on the July 1 following the date when the Participant reaches his Normal Retirement Date ~~attains age 49 (or would have reached his Normal Retirement Date attained age 49), or July 1, 1985, if later,~~ except that at the sole discretion of the Pension Board, such adjustment may be payable on the July immediately following the disability retirement of the Participant. ~~Effective for Participants whose Disability Retirement Date is on or after November 1, 2005, in the preceding sentence "Section 4.5A(b)" shall be substituted for "Section 4.5(b)."~~
- (c) For Participants whose date of employment is on or after July 1, 1985, the monthly pension payable upon the death of a Participant to a surviving spouse or minor children as provided in Section 6.1(a) shall after the first three months of such payment, be equal to 75% of the amount otherwise payable under Section 6.1(a) and the Pension Adjustment described in Section 6.1(b) shall be determined under Section 4.5(a) rather than Section 4.5(b) beginning on the July 1 following the date when the Participant reaches his Normal Retirement Date ~~attains age 49 (or would have reached his Normal Retirement Date attained age 49), or July 1, 1985, if later~~ except that at the sole discretion of the Pension Board, such adjustment may be payable on the July 1 immediately following the disability retirement of the Participant. ~~Effective for participants whose Disability Retirement Date is on or after November 1, 2005, in the preceding sentence "Section 4.5A(a)" shall be~~

~~substituted for "Section 4.5" and "Section 4.5A(b)" shall be substituted for "Section 4.5(b)."~~

~~(d) Participants whose date of employment is before July 1, 1985 may elect to have their pension paid in accordance with Section 6.1(e) rather than Sections 6.1(a) and 6.1(b).~~

~~(ed) (i) Effective July 1, 1985, a disabled Participant described in Section 6.1 and who is Totally Disabled may continue coverage under the Medical Plan in effect on the date of the Participant's Disability Retirement by paying 50% of the cost of such coverage.~~

~~If the Participant is not Totally Disabled, the Participant may continue coverage as provided herein effective on the later of July 1, 1985 or the July 1 following the attainment of age 49 (or as of the date of his retirement if after July 1 following the attainment of age 49) except that at the sole discretion of the Pension Board the Participant may continue coverage as of an earlier date.~~

~~(ii) Effective July 1, 1991, a Totally Disabled Participant retiring on or after said date may continue coverage under the Medical Plan in effect on the date of the Participant's Disability Retirement by paying the dollar equivalent of 40% of the cost of such coverage at the time of his retirement and may modify such coverage in the manner set forth in Section 4.6. Effective for Participants whose Disability Retirement Date is on or after November 1, 2005, in the preceding sentence "Section 4.6A" shall be substituted for "Section 4.6."~~

~~If the Participant is not Totally Disabled, the Participant may continue coverage as provided in this Section 6.1(e)(ii) effective on the later of July 1, 1991 or the July 1 following his Normal Retirement Date the attainment of age 49 (or as of the date of his retirement if after July 1 following his Normal Retirement Date the attainment of age 49) except that at the sole discretion of the Pension Board the Participant may continue coverage as of an earlier date.~~

6.2 Upon receipt of proof, satisfactory to the Pension Board, that a Participant is disabled so as to be disqualified from performance of all duties as a regular full time firefighter, such disability not resulting from his actual performance of duty or effects therefrom, such Participant shall be entitled to receive his contributions accumulated with ~~3%~~ interest per annum through June 30, 1985 and 5% interest per annum beginning July 1, 1985, to his date of disability retirement. In lieu of such lump sum payment, the Pension Board, by a majority vote may in their sole discretion and for each such case individually considered without precedent, provide that such Participant be retired on account of disability and receive a monthly pension of up to 50% of his monthly base salary or, if greater, the amount of pension computed under Section 4.1 based on the Participant's Credited Service and Final Average Compensation at date of disability, commencing at his Disability

Retirement Date, payable for his lifetime and upon his death such monthly pension shall be paid to his surviving spouse or children in accordance with Section 6.1.

The Pension Board, by a majority vote, may in their sole discretion and for each case individually considered without precedent provide for a Pension Adjustment and may further provide for medical coverage in accordance with Section 6.1(e).

- 6.3 Upon the later of either the death of the Participant or the cessation of monthly pension payments to the Participant's surviving spouse or children, made in accordance with Sections 6.1 or 6.2, any excess of the amount of the Participant's contributions accumulated at ~~3% interest per annum through June 30, 1985~~ and 5% interest per annum beginning July 1, 1985 to his Retirement Date over the sum of the monthly pension payments previously made to him and, if applicable, to his surviving spouse and children under 21 years of age, shall be paid in one sum to the Participant's Designated Beneficiary.
- 6.4 Once each year the Pension Board may require any disabled Participant receiving a disability retirement benefit, who has not reached his earliest Retirement Date, to undergo a medical examination by a physician or physicians designated by the Pension Board, such examination to be made at the place of residence of such disabled Retiree, or other place mutually agreed upon. Should any such disabled Retiree refuse to submit to such medical examination, his disability retirement benefit shall be discontinued until his withdrawal of such refusal, and should his refusal continue for a year, all rights in and to the disability retirement benefit shall cease. If the Pension Board finds from such medical examination, or otherwise, that the disability of a Participant receiving a disability retirement benefit who has not reached his earliest Retirement Date has been removed and that he has regained his ability to perform the duties of a regular full time firefighter, he shall return to service, and his disability retirement benefit shall be discontinued until he retires. Any Credited Service to which he is entitled when he retired shall be restored to him and if his disability retirement was granted under the provisions of Section 6.1 his period of disability shall be deemed Credited Service. If his disability retirement was granted under Section 6.2, upon subsequent retirement, his allowance shall be based on his compensation and Credited Service before and after the period of prior retirement and an amount equal to the actuarial reserve held for the part of his retirement pension provided by his contributions shall be credited to him as accumulated contributions.

SECTION 7 VESTING

- ~~7.1 If the employment of a Participant shall be terminated otherwise than by Retirement under Section 4, death under Section 5 or permanent disability retirement under Section 6, and before he has completed twenty (20) years of Credited Service, he (or his eligible surviving spouse or children) shall be entitled only to receive his contributions accumulated with 3% interest per annum through June 30, 1985 and 5% interest per annum beginning July 1, 1985 to his date of termination over the sum of the monthly pension payments previously made to him if any. After twenty (20) years of continuous Credited Service the Participant (or his designated heirs) shall be fully vested as to the~~

~~total of benefits accrued to date, other than in the event of death as described in Section 5 or disability in Section 6.~~

~~Participants who were employed prior to July 1, 1985 and who terminate employment with twenty (20) or more years of continuous Credited Service (other than under Section 5 or Section 6) will receive pension under Section 4.~~

~~Participants who were employed on or after July 1, 1985 and who terminate employment with twenty (20) years of continuous Credited Service (other than under Section 5 or Section 6) will receive a pension computed under Section 4.1 and paid under Section 4.2 provided that no pension payment shall be made earlier than the July 1 following the date the Participant attains age 49 or would have attained age 49. If he dies prior to the commencement of benefits.~~

~~Each Participant who qualifies for a pension under this Section 7 shall be entitled to continue coverage under the Medical Plan in effect on the date of his termination in accordance with the provisions of Section 4.6.~~

- 7.1A ~~This Section 7.1A shall apply in lieu of Section 7.1 to all Participants who terminate employment on or after November 1, 2005.~~

~~If the employment of a Participant shall be terminated for any reason before his Normal Retirement Date and after completing ten (10) years of continuous Credited Service, he may elect to receive his contributions accumulated with 3% interest per annum through June 30, 1985 and 5% interest per annum beginning July 1, 1985 to his date of termination. Alternatively, he may elect to receive a pension determined in accordance with Section 4.1(b) payable beginning the earlier of (i) the July 1 coincident with or next following his 65th birthday or (ii) the July 1 following the date he would have completed thirty-four (34) years of continuous Credited Service had he remained an Employee. Such a Participant shall not be entitled to Pension Adjustments or medical benefits under Article 4.~~

- 7.2 ~~If a Participant is employed after twenty (20) years of continuous Credited Service and if the Participant is convicted of a felony, such Participant's benefits shall be limited to the benefits he would have received as if he only had been vested for twenty (20) years.~~
- 7.3 ~~Upon the termination of the Plan or upon the complete discontinuance of contributions hereunder, the rights of all Participants to the date of such termination or discontinuance, to the extent then funded, shall be nonforfeitable.~~

SECTION 8 CONTRIBUTIONS

- 8.1 ~~Effective upon ratification, the~~The rate of contribution shall be 9% of Compensation until the parties hereto mutually consent to a different rate. No such contributions shall be payable on behalf of a Participant after his completion of thirty-four and one-half (34 1/2) years of Service. Notwithstanding the preceding sentence, the rate of contribution for Participants who enter active employment on or after July 1, 2017 shall be 9.5%8% of

~~Compensation, effective July 1, 2006 and shall be 10% of Compensation effective July 1, 2009. No such contributions shall be payable on behalf of a Participant after his completion of thirty four and one half (34 1/2) years of Service.~~

The Finance Director of the Town shall deduct such contributions from the semi-monthly Compensation of Participants and shall transmit the sums so deducted to the Fire Pension Fund.

In accordance with Section 414(h)(2) of the Code, the Employer shall "pick up" the contributions required of Participants hereunder, such that the contributions so picked up shall be considered contributions of the Employer rather than Participant contributions under the Code. Although such contributions are designated as Participant contributions, they shall be treated as being paid by the Employer in lieu of contributions by Participants. No Participant shall have the option of choosing to receive the contributed amounts directly instead of having them paid by the Employer to the Plan. The preceding three sentences shall take effect as of the first day of the first pay period which is at least 60 days after the date the Town's receipt of a favorable determination letter from the Internal Revenue Service confirming the tax-qualified status of the Plan.

- 8.2 The Employer shall make such contributions to the Fund for each fiscal year to insure sufficient funds in the Plan to pay all benefits required to be paid by the Plan in that fiscal year.

SECTION 9 PENSION BOARD

- 9.1 The Plan shall be administered by the Pension Board which shall be responsible for carrying out the provisions of the Plan. The Pension Board shall consist of the Chairman of the Board of Finance, the First Selectman or First Selectwoman, the Finance Director, the Town Clerk, the Fire Chief and two members of the Fire Department to be designated by the Union or its successor, biannually.
- 9.2 All costs incurred in the administration and operation of the Plan shall be paid by the Employer.
- 9.3 The Chairman of the Board of Finance shall be President of the Pension Board, and the Town Clerk shall be Secretary and Clerk. The Secretary's duties shall be to keep a true record of all proceedings of the Pension Board.
- 9.4 The Pension Board may appoint from their number or employ any other agent to receive and invest the contributions of the Fund, or execute or deliver any instrument or make any payment in their behalf and may employ such clerks, counsel, accountants, actuaries, Trustees and investment advisors as may be required in carrying out the provisions of the Plans.
- 9.5 The Pension Board shall hold meetings upon such notice at such time, and at such place, as it may determine.

- 9.6 A majority of the Pension Board at the time in office shall constitute a quorum for the transaction of business. All resolutions or other actions taken by the Pension Board shall be by vote of a majority of those present at a meeting, but not less than four, or in writing by all the members at the time in office, if they act without a meeting, but not without the Chairman. However, payments of any monies from the Fund may only be made upon approval of a majority of the Pension Board.
- 9.7 No member of the Pension Board, who is also an employee of the Town of Westport, shall receive any compensation for his services as such but the Plan may reimburse any member for any necessary expenses incurred.
- 9.8 The Pension Board shall from time to time establish rules for the administration of the Plan and the transaction of its business. Except as herein otherwise expressly provided, the Pension Board shall have the exclusive right to interpret the Plan and to decide any matters arising thereunder in connection with the administration of the Plan. It shall endeavor to act by general rules so as not to discriminate in favor of any person. Its decisions and the records of the Pension Board shall be conclusive and binding upon the Employer and all other persons having any interest under the Plan.
- 9.9 The Pension Board shall maintain accounts showing the fiscal transaction of the Plan, and in connection therewith shall require the Trustees to submit any necessary reports, and shall keep in convenient form such data as may be necessary for the determination of the assets and liabilities of the Plan and giving a brief account of the operation of the Plan for the past year. Such report shall be filed in the office of the Secretary of the Pension Board where it shall be open to inspection by any Participant of the Plan.
- 9.10 The members of the Pension Board and the Officials of the Town shall be entitled to rely upon all certificates and reports made by any duly appointed Trustee, accountant, and upon all opinions given by any duly appointed legal counsel. The members of the Pension Board and the Officials of the Town shall be fully protected against any action taken in good faith in reliance upon any such certificates, reports or opinions. All actions so taken shall be conclusive upon each of them and upon all persons having any interest under the Plan. No member of the Pension Board shall be personally liable by virtue of any instrument executed by him or on his behalf as a member of the Pension Board or for any mistake of judgment made by himself or any other member of the Pension Board or for any neglect, omission or wrongdoing of any other member or anyone employed by the Town or for any loss unless resulting from his own negligence or willful misconduct. Each member of the Pension Board shall be indemnified by the Town against expenses reasonably incurred by him in connection with any action to which he may be a party by reason of his membership in the Pension Board, except in relation to matters as to which he shall be adjudged in such action to be liable for negligence or willful misconduct in the performance of his duty as such member. The foregoing right of indemnification shall be in addition to any other rights to which any such member may be entitled as a matter of law.
- 9.11 In addition to its other powers and duties under the Plan and not by way of limitation thereof, the Pension Board shall have the power and authority to adopt rules and

regulations regarding the making of any election under Sections 4, 5 and 6 of the Plan. Any election thereunder shall be irrevocable unless expressly otherwise provided by the Pension Board.

SECTION 10 TRUST FUNDS

- 10.1 All assets for providing the benefits of the Plan shall be held by a Trustee or Trustees appointed by the Board as Trust Funds for the exclusive benefit of Participants and beneficiaries under the Plan, and no part of the corpus or income shall be used for, or diverted to, purposes other than for the exclusive benefit of Participants and beneficiaries under the Plan prior to the satisfaction of all liabilities with respect to the Participants and their beneficiaries. No Participant or beneficiary under the Plan, nor any person, shall have any interest or right to any part of the earnings of the Trust, or any rights in, to or under the Trust or any part of its assets, except to the extent expressly provided in the Plan. Forfeitures of any Participant's benefits shall not be applied to increase the benefits any other Participant would otherwise receive under the Plan.
- 10.2 The Pension Board shall determine the manner in which the funds of the Plan shall be disbursed in accordance with the Plan including the form of voucher or warrant to be used in making disbursements and the qualifications of persons authorized to make disbursements of such funds.

SECTION 11 MODIFICATIONS

- 11.1 No change or modification or any provisions of the Plan may be made prior to July 1, ~~2016~~2024 except by mutual consent of the parties hereto.

SECTION 12 MISCELLANEOUS

- 12.1 No benefit payable under the Plan shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, or charge, and any action by way of anticipating, alienating, selling, transferring, assigning, pledging, encumbering, or charging the same shall be void and of no effect; nor shall any benefit be in any manner liable for or subject to the debts, contracts, liabilities, engagements, or torts of the person entitled to such benefit, except as specifically provided in the Plan.
- 12.2 If any Participant or beneficiary under the Plan shall become bankrupt or attempt to anticipate, alienate, sell, transfer, assign, pledge, encumber, or charge any benefit, except as specifically provided in the Plan, then such benefit shall in the discretion of the Pension Board cease and terminate. In that event, the Pension Board shall hold or apply the benefit thereof to or for such Participant or beneficiary, his spouse, children, or other dependents, or any of them, in such manner and in such proportions as the Pension Board shall in its sole discretion determine.

- 12.3 The establishment of the Plan shall not be construed as conferring any rights upon any Employee or any person for a continuation of employment, and shall not be construed as limiting in any way the right of the Employer to discharge any Employee or to treat him or her without regard to the effect which such treatment might have upon him as a Participant of the Plan.
- 12.4 If any person entitled to receive any benefits from the Fund ("distributee") is, in the judgment of the Pension Board, legally, physically, or mentally incapable of personally receiving and receipting for any distribution, the Pension Board may make distribution to such other person, persons, or institutions as, in the judgment of the Pension Board, are then maintaining or have custody of such distributee.
- 12.5 The determination of the Pension Board as to the identity of the proper payee of any benefit under the Plan and the amount of such benefit properly payable shall be conclusive, and the payment in accordance with such determination shall constitute a complete discharge of all obligations on account of such benefit.
- 12.6 In the event any amount shall become payable from the Fund to a Designated Beneficiary or the executor or administrator of any deceased person and if after written notice from the Pension Board mailed to such person's last known address, such person or such executor or administrator shall not have presented himself to the Pension Board within two (2) years after the mailing of such notice, the Pension Board shall distribute such amount due to such beneficiary or such executor or administrator among one or more of the spouse and blood relatives of such deceased person, designated by the Pension Board.
- 12.7 Except as otherwise provided in this Agreement, if any Employee whose employment had previously terminated is restored to active service as an Employee, he shall be treated as any other newly employed person.
- 12.8 Headings of Sections of this instrument are inserted for convenience or reference. They constitute no part of this Agreement and are not to be considered in the construction hereof.
- 12.9 This Plan shall be construed according to the laws of the State of Connecticut.
- ~~12.10 A Participant who retired after June 30, 2001 and before November 1, 2005 may elect to receive benefits under the Plan in its entirety as amended and restated herein, provided that the Pension Board receives written notice of such an election by such a Participant no later than the last day of the 90 day period beginning on November 1, 2005. In the event a Participant makes such a timely election:~~
- ~~(a) Except as indicated in Sections 12.10(b) and 12.10(c), the provisions of the Plan, as amended and restated herein, including without limitation Sections 4.5A and Section 4.6A shall apply to such Participant as of December 1, 2005, regardless of the date he makes such election.~~

~~(b) Except as provided in Section 12.10(c), there shall be no Pension Adjustment in accordance with Section 4.5A(a) or 4.5A(b) as to his pension payments for the period November 2005 to and including June 2006. Any Pension Adjustment which took effect July 1, 2005 pursuant to Section 4.5 shall apply to his pension payments for the period November 2005 to and including June 2006.~~

~~(c) The pension of such a Participant who has attained age 60 or older shall be increased by one half (1/2) percentage point effective December 1, 2005.~~

12.1110 When used in this Agreement, the term "spouse" shall mean, with respect to a Retiree, only the person, if any, to whom such Retiree was married at the commencement of his pension under the Plan. In the event a Participant marries after becoming a Retiree, his spouse shall not be eligible for any pension benefit after his death nor shall such spouse be eligible for any medical benefits after the marriage.

IN WITNESS WHEREOF, the parties have caused their names to be signed on this ___ day of January, ~~2006~~2018.

THE TOWN OF WESTPORT

WESTPORT FIREFIGHTER'S LOCAL 1081,
INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS, AFL-CIO

By _____
~~Gordon Jeseoff~~James Marpe
First Selectman

By _____
~~Gary Marks~~Nicholas Marsan
President, Local 1081

By _____
~~Thomas Hamilton~~Ralph Chetcuti
Personnel Director

By _____
~~Nathaniel Gibbons~~Matthew Wille
Secretary, Local 1081

The above and foregoing is a true and attested copy of the FIRE PENSION FUND OF THE TOWN OF WESTPORT as amended and restated effective as of July 1, ~~2004~~2016 (except as otherwise provided therein), and except as the parties may mutually agree shall continue in full force and effect without change, modification or reopening of any kind through June 30, ~~2016~~2024.

Attest: _____
Patricia Strauss
Town Clerk

**APPENDIX A
ANTHEM BLUE CROSS/BLUE SHIELD
CENTURY PREFERRED MEDICARE CARVE-OUT PLAN**

Active\3194285.13

TOWN OF WESTPORT
and
IAFF LOCAL 1081

TENTATIVE AGREEMENT
October 2, 2017

1. Duration
 - a. Four years: 7/1/17 to 6/30/21

2. Staffing
 - a. Written to reflect practice of minimum 15; provided reverts back to 14 in the event of Town-wide layoff due to severe fiscal down turn in which case the Town will give the Union 60 calendar days' notice which will be subject to the grievance and arbitration process.

3. Stipend for Declining Insurance Coverage
 - a. Single: \$2,000.00
 - b. Couple: \$3,500.00
 - c. Family: \$5,000.00
 - i. Shall not be covered by other Town of Westport or BOE plan.
 - ii. Same language as police.

4. Insurance:
 - a. 7/1/17 11%
 - b. 7/1/18 12%
 - c. 7/1/19 13%
 - d. 7/1/20 14%

5. Standby and Callback
 - a. Fire Inspectors receive \$60/month for performing standby duties.

6. Apparatus Supervisor/Mechanic
 - a. Step Movement is governed by Appendix E (see attached).

7. College Annual Incentive
 - a. 30 credits: \$300 (unchanged)
 - b. 60 credits: \$500
 - c. 90 credits: \$700
 - d. Bachelor's Degree: \$1,000

8. Promotional Exams
 - a. .25 point for each year of service
 - b. Reduce qualification from 8 years to 7 years.

9. Pension Language

- a. Remove Section 3. Pension Review Committee
- b. Update language to reflect duration of new Pension Agreement
- c. Update language to reflect both matching 401 for new hires and existing 401 for existing employees.

10. Emergency Medical Responder

- a. Update outdated language referring to MRT. .

11. Wages

- a. Step movement in each year for all bargaining unit members beginning with 7/1/17;
- b. Effective 7/1/17: 2.5%
- c. Effective 7/1/18: 2.25%
- d. Effective 7/1/19: 2.5%
- e. Effective 7/1/20: 2.5%

12. Mechanic

- a. GWI same as #11.
- b. Schedule E governs step movement

13. MOUs

- a. Incorporate existing MOUs into CBA
 - i. Assistant Chiefs (incorporated within language)
 - ii. Outside Jobs (no retro wage increases for outside jobs performed prior to ratification)
 - iii. Acting Captains
 - iv. Probationary Firefighters

14. Article XVII, Section 2

- a. Remove outdated language pertaining to "Volunteer Fire Company Blanket Accident Policy."

15. Parties agree to negotiate a Memorandum of Agreement concerning promotional process for Acting Chief of Training.

16. All other proposals are withdrawn and language not referred to above remains unchanged from previous CBA.

Town of Westport

IAFF Local 1081

By: _____

By: _____

By: _____

By: _____

BACK UP MATERIAL
RTM ITEM # 2

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

JULY 1, ~~2013-2017~~ - JUNE 30, ~~2017~~2021

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The following Contract, effective July 1, 2013-2017 (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 Mechanic-Apparatus Supervisor. Excluded from this agreement are the Fire Chief, Deputy Chief of Operations, and Fire Marshal, and the Assistant Chiefs.

ARTICLE II EMPLOYEE STATUS

SECTION 1. PROBATIONARY PERIODS

~~a) All newly hired employees shall be subject to a probationary period which shall continue until the earlier of the date which is (i) one year from the date the employee graduates from the academy, and (ii) eighteen months from their date of hire. A probationary employee may be summarily dismissed without a hearing. Any employee promoted to a higher job grade shall be subject to a probationary period of six (6) months; and if found to be unsatisfactory during such period, shall be reinstated to his/her previous position or equivalent without loss of seniority, rank, grade or pay of his/her previous position. Any new employee who has satisfactorily completed his/her probationary period shall be deemed to be a permanent employee.~~

~~b) The probationary period for all employees promoted to the position of Fire Inspector shall be one (1) year, during which said employees shall attain proper certification as Fire Inspectors by satisfactorily completing the prescribed courses.~~

(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.

SECTION 2. SENIORITY

Seniority/Reduction In Force

(a) Seniority:

Department Seniority shall be the total length of continuous service worked as a full-time employee for the Westport Fire Department and member of Local 1081, IAFF, including time worked during probationary periods. An employee's length of service shall not be reduced by loss time due to sick or injury leave, or any approved leave of absence or authorized absence.

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

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

(b) Layoff 'Bumping' Rights

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

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

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

first.

(c) **Seniority "Ties"**

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

(d) **Recall Rights**

Members involuntarily reduced from the ranks of 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 Mechanic Apparatus Supervisor shall have the right to re-instatement as a Firefighter or Mechanic-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 Mechanics-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 Mechanic-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

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

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

(g) Posted Seniority List

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

**ARTICLE III
DISCIPLINARY ACTION**

SECTION 1. DISMISSAL

If action is taken by the First Selectman to remove an employee as provided by Chapter 3, Section 5 of the Westport Town Charter, and in the judgment of the employee this action is taken without cause, he may ask the First Selectman to meet with the UNION's Grievance Committee for the purpose of resolving the dispute. If no agreement is reached between the First Selectman and the UNION with respect to the action of the First Selectman, either party may not later than ten (10) days after the final determination by the First Selectman, submit such dispute to the Connecticut State Board of Mediation and Arbitration. If the First Selectman makes no final determination concerning the removal for a period of forty-five (45) days after the hearing, if one is requested, either party may thereafter submit such dispute to the Connecticut State Board of Mediation and Arbitration. The decision of the Board shall be binding on all parties. Nothing contained herein shall prevent any employee from representing himself/herself in these appeal proceedings. The time limit provided for herein may be extended by written agreement signed by all parties.

SECTION 2. SUSPENSION AND DEMOTION

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

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

The Fire Chief and/or Deputy Fire Chief may temporarily suspend a permanent employee for not more than three (3) 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.

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 Mechanic-Apparatus Supervisor shall be forty (40) hours per week. The Department Mechanic-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 Mechanic-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, Mechanic-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, Mechanic-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.

~~There shall be a minimum of fourteen (14) employees including eleven (11) firefighters, one (1) Assistant Chief or Deputy Chief of Operations or Acting Captain and two (2) Fire Lieutenants or Acting Lieutenants on duty at all times;~~ Effective upon ratification the minimum manning level shall increase from 14 to 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 Department shall immediately 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 as amended and in effect April 15, 1986.
- c) The work period used to determine overtime payments under the Fair Labor Standards Act shall be fifteen (15) days.
- d) Overtime shall be hired in 12 hour shifts: 0700-1900 and 1900-0700. Overtime shall be hired beginning at 0530 for the overtime shift beginning at 0700, and hired beginning at 1630 for the shift beginning 1900.

SECTION 2.

- a) The Fire Chief shall establish ~~one (4)~~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 ~~Fire Lieutenant~~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
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day
New Year's Day

Lincoln's Birthday
Washington's Birthday
St. Patrick's Day
Good Friday
Memorial Day

Holiday pay for employees who regularly perform firefighting duties shall be computed by multiplying his/her regular hourly rate by 12 hours; and for the Assistant Chief Training Officer shall be computed by multiplying his/her regular hourly rate by 10 hours and for Fire Inspectors and the Mechanic-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 Mechanic-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 ~~permanent~~ 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
Completion of twelve (12) years

sixteen (16) vacation days
seventeen (17) vacation days

Completion of thirteen (13) years
Completion of fourteen (14) years
Completion of fifteen (15) years

eighteen (18) vacation days
nineteen (19) vacation days
twenty (20) vacation days

Effective July 1, 1999

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

twenty-one (21) vacation days
twenty-two (22) vacation days
twenty-three (23) vacation days
twenty-four (24) vacation days
twenty-five (25) vacation days
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 his/her ~~probationary period~~ 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."

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.

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

SECTION 2.

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

<u>Firefighter, Mechanic-Apparatus Supervisor</u>	\$825.00
Inspector, Lieutenant	\$850.00
<u>Assistant Chiefs</u>	\$850.00

**ARTICLE XVII
INSURANCE**

SECTION 1.

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

- a) Blue Cross Century Preferred Plan for an employee plus eligible dependents with:
 - 1) \$15 Co-Pay per Office Visit for Medical Care
 - 2) \$00 Co-Pay per Office Visit for Preventative Care According to Schedule
 - 3) \$200 Co-Pay per Hospital Admission
 - 4) \$100 Co-Pay for Out Patient Surgery
 - 5) \$100 Co-Pay per admission for Emergency Room
 - 6) \$50 Co-Pay for Urgent Care
 - 7) \$200/\$400/\$500 deductibles
 - 8) 80/20 co-insurance to \$3500/\$7000/\$8750; 100% thereafter
 - 9) Prescription Drugs excluded

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

Prescription Drug Plan, with the following management elements:

- 1. Mandatory generic (prior authorization will be needed by physician to the

- prescription drug carrier for approval; DAW rule does not apply)
2. Refill too soon (80% of meds need to be used prior to refill)
 3. Retail refill allowance (mandatory mail order after two (2) refills at retail).

The following co-payments shall apply:

	30 Day Retail	60 Day Mail Order
Generic	\$5.00	\$10.00
Formulary	\$15.00	\$30.00
Non- Formulary	\$30.00	\$60.00

Specialty Pharmacy

Prescription Drug Plan - Specialty Pharmacy Medications

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

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

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

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

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

- c) Effective July 1, 2014, in lieu of the medical a) and b) above, an employee may elect coverage for himself and dependents under 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. The HDHP will be the base plan offered to employees. Employees opting to remain in the PPO shall remain in the PPO provided they "buy up" as provided in Section 5 below.

New hires after July 1, 2013 shall only be able to participate in the HDHP/HSA.

Employees not eligible to participate in an HSA may participate in either the PPO plan described above or a health reimbursement account plan (HRA) with the same deductibles as the HDHP and same funding (50%), with annual rollover of unused deductibles up to the maximum amount of the deductibles. Such employees shall pay the difference in the cost between the Town's net cost for the HDHP/HSA and the HRA or PPO, whichever is selected.

- d) Blue Cross Flexible Dental Plan shall be provided for covered members and their families.
- e) 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.
- f) 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.
- g) 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.
- h) 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 continue to provide and pay for the Volunteer Fire Company Blanket~~

~~Accident Policy for each employee through June 30, 2014; thereafter the Town shall no longer offer such coverage; provided, however, in the event the Union can find comparable coverage, the Town will permit the Union/employees to purchase said coverage via payroll deduction. In consideration of the elimination of this benefit, the Town shall make a one-time lump-sum payment to each employee in the amount of \$500 (less required withholdings) as soon as practical after ratification of this Agreement.~~

SECTION 32.

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 43.

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 54.

The health and medical benefits as herein specified and provided by the Town shall include a contribution, under Section 125 of the IRS Code, by a covered employee in the following amounts, payable semi-monthly, as defined in this Section for the health and medical coverage.

	PPO	HDHP/HSA
<u>7/1/4317(retroactive)</u>	44% <u>buy up*</u>	9% <u>11%</u>
<u>7/1/4418</u>	buy up**	9% <u>12%</u>
<u>7/1/4519</u>	buy up**	10% <u>13%</u>
<u>7/1/4620</u>	buy up**	11% <u>14%</u>

*-not retroactive

** Employee who wish to remain in the PPO shall pay the difference in cost for the PPO plan and the Town's net cost for the HDHP/HSA (premium less cost share plus contribution toward deductible)

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 exists, 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 last current established Assistant Chief Eligibility list, for the period of the absence. ~~If the list is expired, in the event no such eligibility list exists, the Chief may appoint a Lieutenant; such appointment will be made in rank order from the~~

~~last established Assistant Chief eligibility list, based on seniority to the rank of Acting Captain 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. The Acting Captain will be governed by all other terms and conditions of the collective bargaining agreement in effect between the Town of Westport and the Union.~~

- 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.
- g) 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~~ firefighter, inspector or mechanic who responds, when notified to a 2nd or greater alarm emergency call back shall be paid a minimum of eight (8) hours straight time pay for each such response. Premium rates when applicable will apply only to hours actually worked. Upon retirement, the computation for determining retirement pay of a retiree shall include the highest amount of callback pay (i.e. eight (8) hours straight time pay) received by that employee in any one of the last three twelve month periods concurrent with the date of retirement.

Inspectors, in addition to other wages and benefits, shall be paid ~~\$56~~\$60 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 1 above, except that the Fire Chief may withhold an increment for just cause.

~~In addition, to be eligible for the step 3 and 4 of the mechanic salary schedule the employee must possess nine (9) EVT certifications, which may change based on the needs of the department, in addition to the certifications required to be a firefighter.~~ 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, each employee shall be paid the additional annual sum for satisfactory completion of course credits from an accredited college, according to the following schedule:

NUMBER OF CREDITS	ANNUAL SUM
Thirty (30)	\$300.00
Sixty (60)	\$400.00 <u>\$500.00</u>
Ninety (90)	\$500.00 <u>\$700.00</u>
Bachelor's Degree	\$700.00 <u>\$1,000.00</u>

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 oral portion of the examination shall be held as soon as possible after the written scores are received. Such time limits may be extended by written agreement of the parties. An eligible employee shall pass the written portion of the examination in order to participate in the oral portion or any other portion of the examination. In determining the final score for any such examination, fifty percent (50%) shall be allocated to the written and oral portions, respectively. Subjective efficiency ratings or performance evaluations shall not be a part of any such examinations. Results of each examination shall be published and posted by the TOWN as soon as practicable after it receives such results. All employees who receive a final total passing grade in an examination for a certain classification shall be placed on the eligibility list for such classification in the order of their final total grade in such examination.

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 ~~eight (8)~~ 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

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

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

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

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

**ARTICLE XXIII
MASTER FIREFIGHTER**

SECTION 1. EFFECTIVE DATE

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

SECTION 2. ELIGIBILITY

The Master Firefighter Program will be available to all regular members of the Westport Fire Department hired before July 1, 1999. Personnel hired after that date will not be eligible until successful completion of probation 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.

SECTION 3. COMPENSATION

Any bargaining unit employee~~firefighter~~ 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 to be known as the "Fire Pension Fund of the Town of Westport" the benefits provided therein shall become a liability of the Town and shall not be terminated as a result of the termination of this Agreement. Any dispute concerning the interpretation or application of any provision of said Pension Agreement shall be subject to the grievance and arbitration provisions of this Agreement.

SECTION 2. 401K PLAN

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

SECTION 3. PENSION REVIEW COMMITTEE

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

ARTICLE XXV INTERRUPTION OF WORK

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

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

ARTICLE XXVI MEDICAL RESPONSE TECHNICIANS

All employees hired after July 1, 1983 shall attain, as a condition of employment, Emergency Medical Responder Medical Response Technician certification within the first two years of employment, and shall maintain such certification as a continuing

condition of employment. The Town shall provide the training necessary to complete said course.

**ARTICLE XXVII
DURATION**

Except as otherwise specifically provided in this Agreement, the terms herein become effective upon signing and shall continue in full force and effect without reopening, or change of any kind to June 30, ~~2017~~2021. Either party may demand negotiations for a new agreement on at least six (6) months written notice prior to June 30, ~~2017~~2021. Within thirty (30) days of receipt of such notification by either party, a conference shall be held between the town and the Union negotiation Committees for the purpose of negotiating a new Agreement.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed on this _____ day of ~~June, 2014~~October, 2017.

TOWN OF WESTPORT

WESTPORT FIREFIGHTERS UNION

Jim Marpe
First Selectman

Nick Marsan
Local 1081, IAFF, AFL-CIO

WITNESS:

WITNESS:

Ralph Chetcuti
Personnel Director

~~Brett Kirby~~Matthew Wille
Secretary

**SCHEDULE A
WAGES**

FF	Percent	1	2	3	4	5	6	7
7/1/4317	4.75%	<u>54,923</u>	<u>57,670</u>	<u>60,555</u>	<u>65,595</u>	<u>70,657</u>	<u>75,690</u>	<u>80,748</u>
	%	\$50,123	\$52,630	\$55,263	\$59,863	\$64,483	\$69,076	\$73,692
7/1/4418	2.00%	<u>56,158</u>	<u>58,967</u>	<u>61,917</u>	<u>67,071</u>	<u>72,247</u>	<u>77,393</u>	<u>82,565</u>
	%	51,126	53,683	56,369	61,060	65,773	70,458	75,166
7/1/4519	2.25%	<u>57,562</u>	<u>60,441</u>	<u>63,465</u>	<u>68,748</u>	<u>74,053</u>	<u>79,328</u>	<u>84,629</u>
	%	52,276	54,894	57,637	62,434	67,253	72,043	76,858
7/1/4620	2.50%	<u>59,001</u>	<u>61,952</u>	<u>65,052</u>	<u>70,466</u>	<u>75,905</u>	<u>81,311</u>	<u>86,745</u>
		53,583	56,263	59,078	63,995	68,934	73,844	78,779

Firefighter/Mechanic Apparatus Supervisor

7/1/4317	4.75%	<u>80,748</u>	<u>85,666</u>	<u>92,838</u>	<u>102,343</u>
		69,076	73,692	75,903	78,184
7/1/4418	2.00%	<u>82,565</u>	<u>87,593</u>	<u>94,927</u>	<u>104,646</u>
		70,458	75,166	77,424	79,744
7/1/4519	2.25%	<u>84,629</u>	<u>89,783</u>	<u>97,300</u>	<u>107,262</u>
		72,043	76,858	79,163	81,538
7/1/4620	2.50%	<u>86,745</u>	<u>92,028</u>	<u>99,733</u>	<u>109,943</u>
		73,844	78,779	81,142	83,577

NOTE: Notwithstanding Appendix F, effective and retroactive to 7/1/17 the current Mechanic Apparatus Supervisor will be placed on Step 3 of the above scale; effective 7/1/18 he shall advance to Step 4. Should additional duties be assigned during the term of this Agreement (2017-24) which are consistent with the current duties of the position, or new equipment or procedures introduced, the Union will not demand impact bargaining.

Lieutenant

7/1/4317	4.75% 2.50%	<u>92,838</u> 84,726
7/1/4418	2.00% 2.25%	<u>94,927</u> 86,421
7/1/4519	2.25% 2.50%	<u>97,300</u> 88,365
7/1/4620	2.50%	<u>99,733</u> 90,574

Inspector

7/1/4317	4.75% 2.50%	<u>92,838</u> 84,726	<u>102,343</u> 93,400
7/1/4418	2.00% 2.25%	<u>94,927</u> 86,421	<u>104,646</u> 95,268
7/1/4519	2.25% 2.50%	<u>97,300</u> 88,365	<u>107,262</u> 97,412
7/1/4620	2.50%	<u>99,733</u> 90,574	<u>109,944</u> 99,847

Captain

7/1/4317	4.75% 2.50%	<u>102,343</u>	<u>93,400</u>
7/1/4418	2.00% 2.25%	<u>104,646</u>	<u>95,268</u>
7/1/4519	2.25% 2.50%	<u>107,262</u>	<u>97,412</u>
7/1/4620	2.50%	<u>109,944</u>	<u>99,847</u>

Assistant Chief

<u>7/1/17</u>	<u>2.50%</u>	<u>121,812</u>
<u>7/1/18</u>	<u>2.25%</u>	<u>124,553</u>
<u>7/1/19</u>	<u>2.50%</u>	<u>127,667</u>
<u>7/1/20</u>	<u>2.50%</u>	<u>130,858</u>

Note: There shall be step advancement in each of 2017-18, 2018-19, 2019-20 and 2020-2021, employees except for the Mechanic have already advanced a step for 2013-2017-18; there shall be no additional step advancement for that year; the Mechanic shall advance from Step 2 to 3 for 2013-14 upon ratification (not retroactive). 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	\$400
Sick Leave/Attendance	\$1500
Wellness	\$1200
Commitment to Service	\$1200

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

ASSESSMENT COMMITTEE

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

The Committee's interpretation and application of Article 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 \$200 Maximum

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

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

Performance Test \$200 Maximum

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

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	0	1	2	3	4	5	6
Months of Perfect							
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 \$1200 Maximum

To be eligible for this section, personnel must participate in all items from A to E

inclusive. Personnel who wish to voluntarily participate in the Conditioning Program only (no attendance mandate) can do so. Firefighters will be tested in four (4) areas for physical fitness/wellness as listed below. Each area has assigned to it the maximum possible amount available as part of the total \$1200 maximum that can be earned for this category.

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 \$200 Maximum

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

OR

A1) Lat Pull Downs \$200 Maximum

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

MALE - Age

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

FEMALE - Age

Amount	<30	30-39	40-49	50+
--------	-----	-------	-------	-----

\$50	5-7	4-6	3-5	2-4
\$100	8-10	7-9	6-8	5-7
\$150	11-14	10-13	9-12	8-11
\$200	>14	>13	>12	>11

B

B) Plank \$200 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 \$ 200 Maximum

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

Height in Inches

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

OR

C1) Squat \$200 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 \$200 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 \$300 Maximum

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

MALE — Heart Rate

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

FEMALE — Heart Rate

Amount	Age 18-25	Age 26-35	Age 36-45	Age 46-55	Age 56-65
\$300	72-87	72-90	74-92	76-95	74-96
\$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 \$300 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, 2000 all employees certified as Emergency Medical Technicians, in addition to all other wages and benefits, shall receive a flat sum of Eight Hundred Dollars (\$800) per year upon certification (or recertification) and for as long as such certification is maintained. Payment therefore shall be made in the first pay period of July of each fiscal year to all employees who are certified EMTs on July 1 of that year. An employee submitting proof of certification or recertification during a fiscal year will be paid in the following July.

Special services to the department during the year under review \$300. Examples of

special services would include some of the following; Mask Services, Dive Team, Haz Mat Team, Public Education Team, Computer Support. Personnel wishing to receive credit will submit in writing to the Deputy Chief of Operations or Chief.

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

By virtue of their duties, Assistant Chiefs shall receive the full amount (\$1200).

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

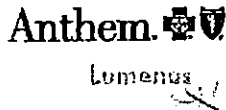


For Town of Westport

Date: JAN. 6, 2012

11.29.11.2

SCHEDULE D HDHP/HSA SUMMARY



Lumenos HSA Plan Summary

The LumenosSM 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:
\$3,330 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 MetLife 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)

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 Union Bank or with another bank that can transfer your employer's deposits to 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 mo NRE 1/1/14



Lumenos

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:

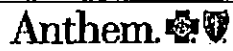
- Skilled nursing facility services limited to 120 days per calendar year.
- Home health care services are limited to 200 visits per calendar year.
- Inpatient rehabilitative services limited to 100 days per member per calendar year.
- PT, OT, ST, and chiropractic services limited to 50 combined visits 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

Lumenos HSA Plan Summary



This summary is a brief outline of the benefits and coverage provided under the current program. It is not intended to be a complete list of the benefits of the plan. The summary is for informational purposes only. It does not constitute a contract and is subject to change without notice.

All other limitations and exclusions apply.



LUMENOS

In Connecticut, Anthem Blue Cross and Blue Shield is the health care provider for the Lumenos HSA Plan. In New Hampshire, Anthem Blue Cross and Blue Shield is the health care provider for the Lumenos HSA Plan. In Maine, Anthem Blue Cross and Blue Shield is the health care provider for the Lumenos HSA Plan. Anthem Blue Cross and Blue Shield is the health care provider for the Lumenos HSA Plan in all other states.

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 ~~Firefighter/Mechanic~~ 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, ~~Firefighter/Mechanic~~ 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 (~~Firefighter/Mechanic~~ 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.

APPENDIX 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: one 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.

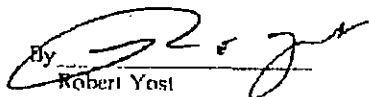
- c) The Town will pay employees for Outside Work/Fire Watch Duty on the pay date which covers the period in which the Outside Work/Fire Watch Duty was performed so long as the paperwork is received in the Payroll Department prior to the close of that payroll, or the period in which the paperwork is 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



WESTPORT, CONNECTICUT

DEPARTMENT OF PUBLIC WORKS
TOWN HALL, 110 MYRTLE AVE.
WESTPORT, CONNECTICUT 06880
(203) 341 1120

BACK UP MATERIAL
RTM ITEM # 3

January 22, 2018

James S. Marpe
First Selectman
Town Hall
Westport, CT 06880

Re: **Request to modify March 1, 2016 RTM resolution on 5 Freightliner trucks**

Dear Mr. Marpe:

At their March 1, 2016 meeting the RTM passed a resolution appropriating \$850,000 to fund the purchase of five medium duty combination dump trucks and authorizing the issuance of bonds to fund such appropriation.

Due to the extremely favorable bid result by Freightliner of Hartford, it has been determined that such \$850,000 appropriation is sufficient to fund the acquisition of six medium duty combination dump trucks. We have found that the medium duty freightliner dump trucks are more versatile than their predecessor Sterling trucks. Next year we are scheduled to request two additional Lo-Pro dump trucks. A sixth medium duty dump would preclude the need for one of the two Lo-Pro dump scheduled for next year.

Our final count on trucks after next year's single Lo-Pro truck would be 11 medium duty Freightliner dump trucks and 3 Freightliner Lo-Pro trucks. These trucks are the primary response equipment during snowstorms or other emergencies where materials or debris must be moved or removed throughout town. In addition, for snow events exceeding 3 to 4 inches the medium duty trucks give the department more flexibility when dealing with more severe storm events. These trucks are used throughout the year but are critical during the winter months.

As such we would like to request that the resolution be modified to allow for the sixth truck. A suggested resolution is attached

Respectfully,

Peter A. Ratkiewich, P.E.
Director of Public Works

cc: Gary Conrad, Finance Director

G:\Pw_off\PAR\MEMO\Freightliner6

Approved for submission
To Board of Finance (1/22/18)

James S. Marpe
First Selectman

Resolution

WHEREAS, on March 1, 2016, the Representative Town Meeting passed a resolution (the "Resolution") appropriating \$850,000 to fund the purchase of five medium duty combination dump trucks and authorizing the issuance of bonds to fund such appropriation; and

WHEREAS, it has been determined that such \$850,000 appropriation is sufficient to fund the acquisition of six medium duty combination dump trucks; and

WHEREAS, it is in the Town's interest to amend the Resolution to provide for the funding of six medium duty combination dump trucks without changing the amount of the authorization.

NOW, THEREFORE, the following resolution is adopted:

RESOLVED, that the Resolution is hereby amended by deleting the phrase "five medium duty combination dump trucks" wherever it appears and substituting in its place the phrase "six medium duty combination dump trucks".

RTM Committee List 2017-2019

1 of 2

Revised 2/14/18

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Mark Friedman
Lyn Hogan
Lauren Karpf
Jack Klinge
Ellen Lautenberg
Elizabeth Moriarty
Kristin Schneeman

Health & Human Services (9)

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Jessica Bram
Diane Cady
Andrew Colabella
Amy Kaplan
Kristin Schneeman
Chris Tait
Jeff Wieser

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Carla Rea

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Velma Heller, Chair

Jeff Wieser, Co-Chair

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District 2: Lou Mall
District 3: Jimmy Izzo
District 4: Kristan Hamlin
District 5: Nicole Klein
District 6: Cathy Talmadge
District 7: Ellen Lautenberg
District 8: Wendy Batteau
District 9: Lauren Soloff

Planning & Zoning (9)

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Wendy Batteau
Seth Braunstein
Diane Cady
Jay Keenan
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Special Ethics (5)

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Louis Mall
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Public Protection (7)

Jimmy Izzo, Chair

Seth Braunstein
Andrew Colabella
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Elizabeth Moriarty

Transit (7)

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