

AGREEMENT BETWEEN

THE TOWN OF NORTH HAVEN

– and –

NORTH HAVEN PROFESSIONAL FIREFIGHTERS
ASSOCIATION, INC.

EXPIRES JUNE 30, 2027

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AGREEMENT
between
THE TOWN OF NORTH HAVEN
- and -
NORTH HAVEN PROFESSIONAL FIREFIGHTERS ASSOCIATION, INC.

THIS AGREEMENT, is entered into by and between the TOWN OF NORTH HAVEN (herein called the "Town") and the NORTH HAVEN PROFESSIONAL FIREFIGHTERS ASSOCIATION, INC., (herein called the "Association") has, as its purpose, the accomplishment of the objectives of the Municipal Employees Relations Act as contained in the General Statutes of the State of Connecticut.

ARTICLE 1
DEFINITIONS

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|-----|----------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.1 | <u>“Board”</u> | The Board of Fire Commissioners of the Town of North Haven. |
| 1.2 | <u>“Chief”</u> | The Chief of the Fire Department of North Haven. |
| 1.3 | <u>“Chief Executive Officer”</u> | The chief political officer of the Town of North Haven, currently the First Selectman. |
| 1.4 | <u>“Child or Children”</u> | Literally, a child or children but understood to include natural and adopted person of that relationship. |
| 1.5 | <u>“Employee”</u> | A member of the bargaining unit described in ARTICLE 2 of this Agreement. |
| 1.6 | <u>“Grievant”</u> | A party claiming to have a grievance under the grievance procedures of this Agreement. |
| 1.7 | <u>“Time in Grade”</u> | First appointed shall determine time in grade. In the event two (2) officers are appointed at the same time, their rank on the exam eligibility list from which they were appointed shall determine which is senior. |
| 1.8 | <u>“Tour”</u> | An employee’s scheduled 24 hr. workday from 0800 to 0800 the following day. |

- 1.9 “Shift” A period of time within a Tour consisting of a 10 hr. period of 0800 to 1800 and/or a 14 hr. period from 1800 to 0800 the following day.
- 1.10 “Officer” A career firefighter with the rank of Lieutenant or Captain.
- 1.11 “Shift Commander” The officer assigned to supervise a Shift.

**ARTICLE 2
RECOGNITION**

- 2.1 The TOWN hereby recognizes the ASSOCIATION as the sole and exclusive bargaining agent for all the uniformed and investigatory employees within the North Haven Fire Department through the rank of Captain.
- 2.2 Nothing in the Agreement shall be construed to preclude the TOWN or the ASSOCIATION from retaining counsel to assist in negotiations and collective bargaining, or to prevent counsel for either party from attending any hearings or joint meetings of the parties dealing with grievances or with any of the terms of this Agreement.

**ARTICLE 3
MANAGEMENT RIGHTS**

- 3.1 Unless expressly limited, waived, modified or abridged by a specific section of this Agreement, or by a decision rendered by the Connecticut State Board of Mediation and Arbitration, the rights, powers and authorities held by the Town of North Haven, including any of its Boards, Agencies, Departments, or Commissions, pursuant to any Town Charter, general or special act of the Legislature, Town ordinance, regulation or other type of lawful provision, over all matters involving the North Haven Fire Department, including the policies, practices, procedures and regulations with respect to employees of the Department covered by this Agreement, shall remain vested solely and exclusively in the Town.

**ARTICLE 4
BULLETIN BOARDS**

- 4.1 The TOWN shall permit the ASSOCIATION the exclusive use of at least one (1) bulletin board in the Fire Headquarters, and in any fire house in which paid firefighters are stationed for the purpose of posting notices concerning ASSOCIATION business and activities.

ARTICLE 5
DISCIPLINARY ACTION

- 5.1 There shall be no discrimination, threat, penalty, coercion or intimidation of any kind against any employee because of marital status, sex, race, creed, color, or religious belief. A grievance may be filed alleging a violation of this Section and it will be processed in accordance with the Grievance Procedure contained herein; however, the Town and the Union agree that it shall not be processed to arbitration.
- 5.2 No employee, other than probationary employees as hereinafter defined, shall be discharged, demoted, suspended or otherwise disciplined, except for good and just cause.
- 5.3 Unless otherwise stated, the word "days" as utilized in this Article shall mean business days. A business day is defined as any day that the North Haven Town Hall is open for business. The Chief shall be authorized to award discipline for minor matters up to a maximum of a suspension without pay for one (1) tour. Such discipline may also include lesser suspensions and/or warnings or reprimands. Such discipline may be awarded without formal hearing, but an employee so disciplined shall thereafter have the right to confer with the Chief, together with a representative of the Association. The Association or the employee disciplined shall have the right to grieve the award of discipline by filing a written grievance with the Chief within ten (10) days of the award of discipline. The Chief shall meet with the employee and Association Representative and consider the grievance within ten (10) days of its filing. The Chief will render his decision on the grievance within ten (10) days following the conclusion of the hearing.
- 5.4 Discipline, other than that described in Section 5.3 above, shall be awarded only by the Board of Fire Commissioners. All disciplinary proceedings before the Commission shall require notice to the employee involved and a hearing, and discipline shall be awarded only upon a finding in good and just cause. Grievances from actions of the commission under Sections 5.4 shall commence in accordance with Section 5A.5 of ARTICLE 5A.
- 5.5 If the discipline awarded to an employee consists of demotion, such demotion shall not be below the rank of Firefighter Grade B.
- 5.6 Any employee involved in a disciplinary proceeding before the Commission may be represented by the Association and/or counsel of his choice, however the Town shall notify the Association of any charges, and/or disciplinary proceedings to be held against any member of the bargaining unit. If no action is taken against a firefighter, by the Town, within thirty (30) days after the completion of any investigation, no further actions shall be taken

against the firefighter with respect to the matter investigated.

- 5.7 Except as expressly modified herein, grievances of disciplinary action shall be subject to the provisions of ARTICLE 5A.
- 5.8 No employee shall be disciplined for refusing to take a polygraph test.
- 5.9 If a closed hearing is held, the firefighter affected shall first be given and /or advised of all results and action taken, before it is released to the public and/or media.
- 5.10 Letters of Correction shall be removed from an employee's personnel file if there is no similar occurrence within eighteen (18) months of the date of the Letter of Correction. Letters of Correction shall not be subject to the grievance procedure. Any grievance arbitrations or Municipal Prohibited Practice charges arising out of Letters of Correction shall be withdrawn by the Grievant and the Association.

ARTICLE 5A GRIEVANCES

- 5A.1 In the event that any difference or dispute arises between the TOWN and the ASSOCIATION, or any employee, concerning the interpretation or application of any of the provisions of this Agreement, or concerning wages, hours and conditions of employment, including the departmental rules and regulations, such difference or dispute shall be deemed a grievance and shall be settled in accordance with the procedures set forth herein.
- 5A.2 Unless otherwise stated, the word "days" as utilized in this Article shall mean business days. A business day is defined as any day that the North Haven Town Hall is open for business. Any employee aggrieved shall, within ten (10) working days after the occurrence giving rise to the grievance, submit said grievance in writing to the Chief, setting forth the specific section of the Agreement involved, and the relief requested, as well as the facts giving rise to the said grievance.
- 5A.3 The Chief shall answer the grievance, in writing, within ten (10) days after receipt of said grievance, setting forth his decision. If the Chief's decision is unsatisfactory to the employee, the employee may, within ten (10) days after receipt of his decision, submit the grievance in writing to the Connecticut State Board of Mediation and Arbitration.
- 5A.4 Decisions of the Chief in relation to Article 5.3, if unsatisfactory to the employee, may, within ten (10) days after receipt be submitted in the form of a grievance to the Board of Fire Commissioners who shall schedule the

grievance for a hearing before it as its next regular meeting after the date of receipt of said grievance. The employee shall have the opportunity to be heard at said meeting, to be represented by counsel of his choice, if he so desires, and he shall have the right to the presence of representation of the Association if he so desires. The Commission shall render its decision on said grievance in writing within ten (10) days from the date of said meeting. Any grievance not satisfactorily disposed by the Board of Fire Commissioners under Article 5A.4 may within ten (10) days after receipt of that decision be submitted to the State Board of Mediation and Arbitration.

- 5A.5 (1) It is the function of the arbitrators to interpret the Agreement. They shall make and issue decisions only regarding matters expressly submitted to them within the written terms of this Agreement. The arbitrators have no authority or power to add to, subtract from, disregard, or alter any of the written terms of this Agreement. The arbitrator's power and authority shall be limited to the application and interpretation of this Agreement as applied to the subject of the particular grievance involved.
- 5A.5 (2) The arbitrators shall have the authority to order or deny reinstatement of an employee with or without back pay. In the event there is an award of any back pay, any earnings by the employee during this period of unemployment (including any unemployment insurance) shall be offset and deducted from this award. Employees who have been discharged shall have the duty to seek work so as to mitigate the claims of back wages. Their failure to do so shall be considered by the arbitrator.
- 5A.6 The parties agree that the decision of the Board of Mediation and Arbitration shall be final and binding, provided it is not contrary to law. Each party shall bear its own fees and expenses of arbitration. The arbitrators shall be bound by and must comply with all of the terms of this Agreement, and shall have no power or authority to add to, subtract from, or in any way modify the provisions of this agreement. The arbitrator designated shall hear and decide only one grievance at a time.
- 5A.7 Any time limits specified within this Article, with the exception of the time specified for the initial filing of the grievance, may be extended by the written mutual agreement of the parties hereto.
- 5A.8 If a grievance is not submitted to the next higher step in the above procedure, it shall be deemed settled on the basis of the Town's answer in the preceding step.
- 5A.9 All hearings referred to above shall be conducted in accordance with the Freedom of Information Act.

- 5A.10 A stenographer may be present at any hearing referred to above at the request of either party to this Agreement, and the expense thereof shall be borne by the party requesting the stenographic services. However, if the non-requesting party requests a copy of the transcript, then the expense thereof shall be shared equally between the Association and the Town.
- 5A.11 The parties agree that all grievances shall be processed in the name of the Association.

ARTICLE 6
ASSOCIATION BUSINESS LEAVE

- 6.1 Two (2) members of the ASSOCIATION'S negotiating committee shall be granted leave from duty, without loss of pay, for all collective bargaining sessions between the TOWN and the ASSOCIATION; provided, however, that the ASSOCIATION'S negotiating committee shall not exceed five (5) in number.
- 6.2 One (1) member of the ASSOCIATION'S Grievance Committee shall be granted leave from duty, without loss of pay, for all arbitration hearings and meetings between the TOWN and the ASSOCIATION for the purpose of processing grievances.
- 6.3 The President of the ASSOCIATION shall be granted leave from duty, without loss of pay, for all ASSOCIATION membership meetings and for any other meeting concerning ASSOCIATION activity or business, not to exceed forty-two (42) hours per year; however, additional time may be granted at the discretion of the Chief.
- 6.4 The Grievant shall be granted leave from duty, without loss of pay, to attend any grievance hearing involving his/her grievance.
- 6.5 Three (3) members of the Union shall be given one (1) tour of leave per year to attend meetings of the International Association of Firefighters and/or the Connecticut Uniformed Professional Firefighters Association without reduction therefore in their respective cumulative leave, provided that the Chief of the Department is notified what members shall be attending the convention meetings at least one (1) week before the time of the convention and subject to the approval of the Chief of the Department, which approval shall not be unreasonably withheld.

**ARTICLE 7
WORKWEEK AND HOURS OF WORK**

- 7.1 The work week for all employees who perform firefighting duties shall be an average of forty-two (42) hours per week over the fiscal year. The forty-two (42) hours per week shall be as follows: One (1) day of twenty-four (24) hours each, followed by three (3) days off followed by another one (1) twenty-four hour day followed by three (3) days off. This work schedule shall be repeated over the term of the fiscal year. The twenty-four (24) hour day will be divided into blocks consisting of one (1) ten (10) hour day shift and one (1) fourteen (14) hour night shift, for the scheduling of vacations, personal, and sick days.

**ARTICLE 8
OVERTIME**

- 8.1 All work performed by an employee in excess of his/her regularly scheduled tour of duty or in excess of his/her regularly scheduled workweek shall be compensated at "overtime" rates (1 ½ regular rate).
- 8.2 "Overtime" work shall be compensated at the rate of one and one-half (1 1/2) times regular hourly rates.
- 8.3 Overtime roster by hours:
The TOWN shall establish a roster of officers, a roster of acting officers, and a roster of firefighters, listing employees in the order of their seniority on each roster. When "Overtime" work is available, it shall be rotated among said employees in the order described in subsection (a) of article 8.3. This roster shall be posted on the bulletin board.

- (a) Rotation of "Overtime" shall be made first to the senior man on the officers' roster, first to the senior man on the Acting Officers' Roster, and first to the senior man on the firefighters' roster.
All "Overtime" selections shall be made in the following manner, after the first selection by seniority.

First: By the man on the roster with lowest numbers of charged hours.

Second: In the event that two (2) or more individuals on the roster have identical charged hours, then by seniority.

When a member on any roster shall be off injured, be off for charged vacation leave, be scheduled to work an "off duty"

assignment, be assigned to light duty, or be scheduled to be on duty, he/she shall not be charged with "overtime" assignments.

Any firefighter on the acting officers' roster who is called in for "Overtime" on the acting officers' roster shall also be charged for identical hours on the firefighters' roster.

Any member on any roster who is not available when called, who declines to work "overtime" when called, or who accepts the "overtime" assignment, shall be charged with those hours that were designated to be the hours required for the assignment only.

Any acting officer who is not available for "Overtime" when called to act as an officer, or who declines to work "overtime" when called to act as an officer, shall be charged for "Overtime" hours on the acting officers' roster only, but shall not be charged on the firefighters' "Overtime" roster for that call of "Overtime".

Any member of the unit attending a CME required medical certification or recertification course, or any fire course or Association business (i.e. conventions, negotiations, and special seminars) shall not have that circumstance charged against his/her turn on the overtime roster.

- (b) Call back to fill a shift will be: in the following order:
 - (a) Fill any vacant Officer position: to a minimum of (1) sworn Officer.
 - (b) Fill any vacant Firefighter/EMT-P to a minimum of two (2) Firefighter/EMT-P's per shift.
 - (c) Fill any vacant Firefighter position:

If no Firefighter/EMT-P is available, a Lieutenant may operate as a Paramedic as long as the Lieutenant is not acting in the capacity of a Captain at that time.

In the event that no Captain is available to fill a vacancy in a Captain's position, a Lieutenant may be called to act as a Captain for that shift. When acting in the capacity of a Captain, the Lieutenant will be compensated at the Captain's wage for the time worked in said capacity.

In the event that no Lieutenant is available to fill a vacancy in a Lieutenant's position, an Acting Lieutenant may be called to fill the vacancy. A firefighter who is acting in the capacity of a Lieutenant will be compensated at the Lieutenant's wage for the time worked in said capacity.

In the event that no Acting Lieutenant is available to fill a Lieutenant's vacancy, a Captain may be called to fill the vacancy. A Captain filling a Lieutenant's vacancy will be compensated at the Captain's wage.

- 8.4 Hours worked during "Overtime" work shall, if uneven, be rounded to the next higher quarter (1/4) hour interval for pay purposes.
- 8.5 All decisions as to whether or not to call back employees shall be subject to the provisions of ARTICLE 9 regarding Acting Officers, at the sole discretion of the Chief.
- 8.6 (a) If the Chief orders off-duty employees back to work, then, unless all are so ordered or unless an emergency otherwise requires, such orders shall issue on the basis of seniority and hours worked so that the employee with the least amount of order-in hours and then least senior shall be first ordered back to work.
- 8.6 (b) When an emergency warrants ordering employees back to work, to supplement the on duty work force, Article 8.6 (a) shall be superseded to allow those employees ordered back to be immediately available to work whatever assignments are needed. The term "emergency" as used in this proposal, means that circumstance created by a fire or accident in the nature of a second or third alarm.
- Under ordinary circumstances management will apply the terms of Section 8.6(a). Both management and the Union recognize that time factors may cause a need for applying the provisions of 8.6 (b).
- 8.7 Any employee called for "Overtime" work shall be guaranteed a minimum of four (4) hours' pay, without regard to the actual hours worked.
- 8.8 No employee shall be bypassed and thereby waive his/her option for "Overtime" because of the inability to contact him/her by telephone or otherwise up to one (1) hour prior to the start of the shift for which the

assignment is to be worked.

- 8.9 No firefighter shall be placed on the "overtime" roster until he/she has successfully completed the Fire Academy. Once placed on the "overtime" roster, any employee added to that roster shall be placed on the roster at that number of hours maintained for the highest man on the hours roster on the entry date. Any Certified Firefighter I may be utilized in any emergency situation. The July 18, 2000 Memorandum of Understanding between the parties regarding overtime assignments is rendered moot by this subsection and is no longer in effect.
- 8.10 No employee shall be allowed to work more than four (4) consecutive shifts, including scheduled time and overtime hours. In the event that there is no other bargaining unit employee available and/or by reason of an emergency there would be a failure to adequately man the firehouse, the consecutive shifts may be extended to five (5) consecutive shifts, including scheduled time and overtime hours.
- 8.11 Call back may be made under the overtime provisions of this Agreement during vacation periods subject to the following limitations: First, Officers on vacation may only be called for "overtime" assignments after both the Officers and the Acting Officers rosters have been exhausted, that is after all Officers and Acting Officers on the rosters who are not on vacation have been called and have been unavailable or have refused the "overtime" assignment.
- Second, Firefighters on vacation may only be called for an "overtime" assignment, after the Firefighter's roster has otherwise been exhausted, that is, after all Firefighters on the roster who are not on vacation have been called and have been unavailable or have refused the "overtime" assignment.
- Third, in the event that an employee, while on vacation, has been offered an "overtime" assignment and has refused, he/she shall not be charged with the hours available under that assignment. In the event that an "overtime" assignment is accepted, however, the employee shall be charged with the hours in that assignment.
- 8.12 When any employee is absent from work pursuant to the provisions relating to injury leave set forth in Article 13 of this Agreement, there shall be a limit upon accrued overtime pursuant to Article 8.3A to 200 hours. After accruing 200 hours, the employee on injury leave shall be charged on the overtime roster when his/her opportunity for overtime arises, but by reason of his/her injury he/she is unavailable for work.

- 8.13 Except for emergencies, as defined in Section 8.6(b) of the contract and the language of section 24.9 of the contract, any firefighter or Officer who registers his desire, in writing, not to work overtime shall not be ordered in to work overtime. It is understood that this overtime exemption shall not apply to more than (4) employees at any one time and that eligibility for the overtime exemption shall be governed by the seniority roster. The firefighter or Officer seeking the exemption must provide the Chief with written notice on or before May 15th for the period from July 1st through December 31st, and on or before November 15th for the period January 1st through June 30th.

ARTICLE 9 ACTING OFFICERS

- 9.1 The Chief shall maintain a roster of all firefighters who are designated to serve as Acting Officers in charge of a shift; and shall arrange the names of said firefighters on said roster in the order of their seniority.
- 9.2 Subject to the provisions of Section 9.3 below, in the event that the officer commanding a shift is absent from such shift, the Chief or his designee may, in his discretion, either call back to work another officer to replace him/her or designate an Acting Officer for the purposes. All acting officer assignments shall be made from the acting officer roster in accordance with seniority on a rotating basis.
- 9.3 In the event that any personnel are called back to increase the numbers of a shift on which there is one or more vacancies, and if one of such vacancies is that of the officer commanding the shift, the Chief or his designee shall first call back another officer from the officer roster; in the event no other officer is available, the Chief or his designee shall then call back an acting officer from the acting officer roster in accordance with the procedure set forth in Section 9.2.
- 9.4 Whenever an employee is assigned as an Acting Officer, he/she shall receive the wage rate paid to such officer's rank for the period he/she is so assigned, and in no event shall he/she be paid less than four (4) hours' pay at such rate.
- 9.5 In the event that an employee temporarily assigned as an Acting Officer Works overtime in that capacity, his/her overtime rate shall be computed at the wage rate applicable to the rank of the absent officer.
- 9.6 The senior officer on a platoon shall be the lieutenant with most time in grade. In the event that two (2) officers are appointed at the same time, their rank on the exam eligibility list shall determine who is senior.

- 9.7 In the event that a firefighter is granted an overtime assignment from the Acting Officers' roster, he/she shall be charged with having worked overtime assignment on both the Acting Officers' roster and the firefighters' overtime roster.
- 9.8 No firefighter shall be permitted to serve as an Acting Officer unless he/she satisfactorily completes a course of instruction, training, and testing. Acting Lieutenant assignments shall be for the purpose of filling the position of Lieutenant.
- 9.8 (a) Shift Commanders shall instruct those firefighters on their shift(s) who are to be included on the Acting Officer Roster in accordance with a curriculum established by the Chief of his designee.
- 9.8 (b) No firefighter shall be eligible to participate in said training program unless he/she has served as a Grade A firefighter for at least thirty-six (36) months.
- 9.8 (c) Grade A Firefighters with appropriate time in Grade shall be eligible for training and shall be eligible to take the Acting Officer's test given by the Department. In any event, acting officer training and testing shall be offered by the Department at least once during each contract term for those who are, or become, eligible to be Acting Officers. The Acting Officer's exam will not exceed the requirements of the Lieutenant's exam. All Acting Officers will recertify each contract term. Not more than fifty percent (50%) of the eligible Grade A Firefighters will be carried on the Acting Officer's Roster.
- 9.8 (d) Following instruction by the Shift Commander on each shift, the Chief, or his designee, shall certify the ability of a firefighter to act in the capacity of Acting Officer. Such certification shall be provided through oral, written, or by practical on-the-job examination. The examination shall be administered on a single date to all candidates. It shall be uniform in content. Oral and practical on-the-job examinations shall be administered to all candidates in unbroken sequence; written examinations shall be administered simultaneously.
- 9.8 (e) Following certification, candidates shall be placed on the Acting Officer's Roster by Platoon. Position on the Roster shall be in accordance with rotation with the new Acting Officer's names being added to the end of the Roster as of the date the new Acting Officers were certified by the Chief or his designee to have the ability to serve as an Acting Officer.
- 9.8 (f) Acting Officer assignments shall be in rotation within the Platoon.

ARTICLE 10 HOLIDAYS

10.1 The following holidays shall be observed each year during the term of this Agreement:

New Year's Day	Independence Day
Washington's Birthday	Labor Day
Columbus Day	Veteran's Day
Good Friday	Thanksgiving Day
Easter Sunday	Day after Thanksgiving
Memorial Day	Christmas Day
Martin Luther King's Birthday	Juneteenth

In the event that the highest elected official of the Town proclaims or declares a holiday for all Town employees, as the result of a one-time singular occurrence, such as the death of a President of the United States, and said holiday is not specified herein, all employees covered by this Agreement shall be entitled to holiday pay in accordance with Section 10.2.

10.2 Employees shall be paid twelve (12) hours' pay at regular hourly rates for all holidays in addition to regular pay due for such day.

10.3 In the event such holiday occurs on an employee's day off, or during vacation, or while on sick leave, injury leave, light duty, or any other leave authorized by this Agreement to be paid a leave, the rates of pay described in subsection 10.2 shall apply.

10.4 The holidays described in this section shall be deemed to occur on the date observed under Federal law, except as otherwise designated by the State of Connecticut.

10.5 Employees who work on a holiday referred to in Section 10.1 shall be paid one-half time (1/2x) for all hours worked within the twenty-four (24) hour period encompassing the holiday, in addition to regular pay and the holiday pay referred to in Section 10.2.

ARTICLE 11 VACATIONS

11.1 Employees who have completed the following periods of service in the Department by December 31st, shall receive paid annual vacations as

follows: When an employee has completed six (6) months of service by December 31st in the first year of employment, he shall receive six (6) day or night shifts in the following calendar year. When an employee has completed one (1) year through five (5) years by December 31st in their anniversary year, he shall receive twelve (12) day or night shifts in the following calendar year. When an employee has completed six (6) years through fourteen (14) years by December 31st in their anniversary year, he shall receive eighteen (18) day or night shifts in the following calendar year. When an employee has completed fifteen (15) years through nineteen (19) years by December 31st in their anniversary year, he shall receive twenty-four (24) day or night shifts in the following calendar year.

When an employee has completed twenty (20) or more years by December 31st in their anniversary year, he shall receive thirty (30) day or night shifts in the following calendar year.

- 11.2 Reference to December 31 means that date in the vacation year.
- 11.3 Vacations of employees shall be taken in increments of tours of duty, however, no employee shall be granted vacation leave between 1800 hours on December 24th through 0800 hours on December 26th. After the selection process for vacations has been completed, as set forth herein, fifty percent (50%) of all of the vacation picks available to any individual employee may be taken in shifts. Full tours shall take precedence over the selection of a single shift. In no event shall a vacation shift be taken on a holiday. The purpose of this provision is to further assure that an employee who elects to select vacation leave during the first (2) months of the calendar year will not be penalized in his/her first vacation pick for having elected to take vacation shifts or tours during the first two (2) months of the calendar year.
 - 11.3 (a) Selection of vacation dates for each calendar year shall be made by Platoons, and within each Platoon priority of selection shall be based upon seniority. Under no circumstances shall any employee be entitled to select more than eight (8) tours on the first round. Those employees on each platoon entitled to twelve (12) tours, shall be limited on the first round to six (6) tours of vacation. Those employees entitled to nine (9) vacation tours shall be limited to five (5) tours of vacation on the first round. Those employees entitled to six (6) vacation tours shall be limited on the first round to three (3) vacation tours. The remaining vacation tours shall be selected in the second round in accordance with that rotation for each Platoon covered by the terms of this paragraph. An employee who elects to

select vacation tours or shifts during the first two (2) months of the calendar year will not be penalized in this first vacation pick for having elected to take vacation tours or shifts during the first two (2) months of the calendar year.

- 11.4 All vacations shall be completed between January 1 and December 31 of each year and not cumulative unless approved by the Board.
- 11.5 The Town shall afford every employee the opportunity to take the vacation to which he/she is entitled to within the calendar year and if for any reason such an opportunity has not been afforded to any employee, he/she shall be entitled to take his/her vacation in the next calendar year as a matter of right.
- 11.6 For vacations which are to be completed between January 1 and March 1 of each year, requests shall be honored on a first come - first serve basis. For first round vacations, in order to be assured of seniority in preference, requests shall be submitted on or before February 1 of each year and shall be acted upon by the Chief on or before February 15. Requests submitted after February 1 shall be subject to prior requests regardless of seniority. For second and succeeding vacations rounds, in order to be assured of seniority in preference, requests shall be submitted on or before March 1 of each year and shall be acted upon by the Chief on or before March 15.
- 11.7 Vacations requested on or before February 1 (other than January 1 - February 15) shall be scheduled on the basis of strict seniority rather than rank, subject to the terms of Section 11.9 below.
- 11.8 No more than an aggregate of four (4) employees per shift shall be on vacation at any one time provided, however, that the Chief, in his discretion, may increase the number of employees on vacation at any one time.
- 11.9 In the event that an employee retires in any calendar year prior to taking his/her vacation, he/she shall receive one (1) shifts pay for each shift of vacation he/she would have been entitled to take had he/she not retired. In the event of the death of an employee prior to taking a vacation in any calendar year, the TOWN shall pay to his/her estate the vacation pay he/she would have received for such year had he/she lived.
- 11.10 A blank vacation selection schedule shall be posted on or before December 1 of each year.
- 11.11 An employee who is discharged during a work year should receive his/her pro rata portion of vacation in the form of vacation pay for the portion of the

year that he/she actually worked.

- 11.12 When a choice of vacation dates has been selected, and approved by the Chief, or his designee, said choice shall not be abrogated, altered or modified by the employee except in cases of emergency, as determined by the Chief or his designee, or in the event the employee becomes ill or suffers injury prior to his/her selected vacation dates. The employee seeking to abrogate, alter, or modify his/her selected vacation dates, as aforesaid, shall notify the Chief or his/her intention to do so as soon as practicable following knowledge of the emergency.

ARTICLE 12 SICK LEAVE

- 12.1 As used herein, the term "sick leave" shall be defined as an authorized absence from work, without loss of pay, because of an illness or injury described in Section 12.2 below.
- 12.2 An employee's absence from work shall be authorized within the meaning of this ARTICLE, and shall qualify him/her for sick leave and sick leave benefits, if it is due to or arises out of:
- (a) Illness or injury to the employee, not arising out of the course of his/her employment, which renders him/her unable to perform him/her normal firefighting duties;
- OR
- (b) Illness or injury to an employee's wife or child or other relatives living in his/her home requiring his/her attendance.
- 12.3 Each employee shall be entitled to one (1) shift of sick leave with full pay, for each month, or fraction thereof, of service with the Fire Department. All unused sick leave shall be cumulative, up to a maximum accumulation of one hundred twenty (120) working shifts. When any employee has accrued the maximum number of sick shifts allowed by the terms of this paragraph, such employee shall be entitled to accrue an additional sixty (60) sick shifts for use by that employee in the event of a catastrophic illness or injury not connected with his/her employment. The additional sixty (60) shifts of catastrophic sick leave shall not be used for terminal leave pay or for the purpose of enhancing a firefighter's retirement.
- 12.4 An employee who invokes any other leave provision of this Agreement shall suffer no deduction of his/her cumulative sick leave total, nor shall he/she be charged with a sick leave shift if he/she is absent from work under the

provision of any of said leaves.

- 12.5 (a) The Chief or his designee reserves the right to require an employee suspected of sick leave abuse to furnish competent medical evidence that the employee was unable to go to work because of his/her injury or illness. The Chief may also require the employee to furnish, before returning to work, competent medical evidence that the employee has recovered from the injury or illness and is physically able to perform the full duties of a firefighter/officer.
- 12.5 (b1) In addition to the submissions required by subparagraph (a) above, in the case of an injury illness not sustained in the scope of employment, the Town may appoint a physician of its choice to determine the employee's ability to perform his/her full duties and return to work. Nothing in this Article shall enlarge or diminish any right that the Town might have to require a determination by a Town appointed physician of an employee's ability to return to full duty in the case of a compensable injury which arose out of and in the course of employment.
- 12.5 (b2) If it is determined by the Town physician that the employee is unable to perform the duties of a firefighter, the Town physician may recommend, in writing, to the Chief and to the employee, that the employee be retired pursuant to the terms of the firefighter's pension plan. In the event that the employee disputes the determination by the Town physician, he may request from his treating physician recommendation, in writing, that the firefighter is able to perform the duties of a firefighter. If there is a conflict between the Town physician and the employee's physician, then the Town agrees that a disinterested third party physician, agreed to by the first two physicians, shall examine the employee and shall provide the results of such examination to the Town and to the employee in writing setting forth whether the employee can perform the duties of a firefighter, and that written opinion shall be binding upon the Town and the employee.
- 12.5 (c) In the event that the employee sustains an injury or contracts an illness other than during the course of his/her employment with the Town which results in a physical defect which imposes upon the Town a further or unusual hazard, the Town may require before a return to work the execution by the employee of a Waiver on Account of Physical Defect and the submission of the same to the Worker's Compensation Commissioner according to law.
- 12.6 When an employee approaches retirement, he/she shall have the following Options with respect to his/her unused accumulation of sick leave:
- (a) He/she may elect to apply the unused sick leave shifts to his/her normal retirement date so that such date will be advanced by the

number of such shifts;

OR

- (b) He/she may elect to retire upon his/her normal retirement date and receive, as a lump sum payment upon retirement, a sum that is the product of his/her unused sick leave shifts, multiplied by his/her daily rate of pay, as of the date of retirement (using an average of twelve (12) hour shifts).

Employees hired after November 23, 2012 shall: (a) elect to apply up to sixty (60) unused accumulated sick shifts to his normal retirement date; or (b) elect to retire upon his/her normal retirement date and receive, as a lump sum payment upon retirement, a sum that is the product of up to sixty (60) unused sick shifts, multiplied by his daily rate of pay, as of the date of retirement (using an average of twelve (12) hour shifts).

Employees hired after ratification and approval of this Agreement that expires on June 30, 2021 shall not be entitled to the benefits set forth in this Paragraph 12.6.

- 12.7 If an employee upon his/her death has not exhausted his/her sick leave allowance, the TOWN shall pay to his/her estate a lump sum payment consisting of the number of unused sick leave shifts as of the date his/her death, multiplied by his/her daily rate of pay as described in Section 12.6 (b) above.

- 12.8 Whenever an employee uses his/her entire accumulation of sick leave shifts, and no other leave time (vacation, etc.) authorized by this Agreement to be paid as leave time remains, he/she shall have the right to utilize and apply sick leave donations from other bargaining unit employees for a period up to a maximum of one (1) year from the beginning of the sick leave for the subject illness or injury, provided that, in the Fire Chief's opinion, the employee has not previously abused his/her sick leave. Any donated sick leave that goes unused will be added to the recipient employee's balance, up to a maximum of twelve (12) days.

- 12.9 If any employee reports to duty and serves at least (6) hours of a day shift, and is subsequently required to leave because of circumstances qualifying for sick leave such absence on such shift shall not be charged to his/her sick leave accumulation and shall be without loss of pay.

If any employee reports to duty and serves at least (6) hours of a night shift, and is subsequently required to leave because of circumstances qualifying

for sick leave such absence on such shift shall not be charged to his/her sick leave accumulation and shall be without loss of pay.

If during a day or night shift an employee is required to leave work on emergency sick leave for a period of not more than two (2) hours, such absence on such shift shall not be charged to his/her sick leave accumulation.

- 12.10 No employee shall be eligible to work overtime on a shift consecutive to the shift on which he/she has just been out sick.

ARTICLE 13 INJURY LEAVE

- 13.1 Injury leave shall be available to an employee who is injured or disabled in the performance of his/her duties and is thus prevented from performing his/her duties. Such employee shall receive, while absent from duty, full pay from the date of said injury or disability until he/she is able to return to duty or until expiration of a period of two (2) years from the injury, plus the employee's accumulated sick leave shifts, whichever first occurs, provided, however, that the TOWN, in such cases, shall be entitled to all Worker's Compensation payments due such employee during such period. For injury leaves which begin on and following the November 9, 2000 date of the signing of this Agreement, the following schedule shall define the period of the injury leave in lieu of the two (2) year period set above: (1) employees with fewer than twenty-five (25) years of service as of the date the leave begins shall have an injury leave of up to eighteen (18) months; (2) employees with twenty-five (25) or more years of service as of the date the leave begins shall be entitled to an injury leave not to exceed one (1) year.

- 13.2 Any employee who is injured in the performance of his/her duties, and who is unable to subsequently perform the duties assigned to him/her prior to his/her injury or disability, may be assigned to whatever Fire Department work he/she is able to perform, as recommended by the Chief, or, if none is available, such TOWN work as is available and may be recommended by the Chief Executive Officer, and either of such assignments shall be at the prevailing rates of pay for the positions available. If the employee refuses or is unable to perform such work, the employee shall, after the expiration of the period described in Section 13.1 above, either be retired pursuant to the terms of the applicable pension plan, if available and applicable, or shall be retired notwithstanding. No employee shall be required to perform any work assigned to him/her by the Chief or Chief Executive Officer hereunder if, in the opinion of the mutually agreed upon physician, such work would or could be detrimental to the employee's health or condition. It

is understood that an employee shall not be entitled to the assigned duties with the Department or TOWN and at the same time collect a Department and/or TOWN disability pension.

- 13.3 Light/limited duty within the North Haven Fire Department is designed to assist employees who were injured at work and who are covered by the Connecticut's Workers Compensation Act. The Town may, in its sole discretion, offer temporary fire department light duty job assignments upon submission of required medical documentation demonstrating a medical restriction preventing the employee from safely performing his/her job functions. The Chief or his designee will determine the shift(s) to be worked, as set forth below. Light/limited duty assignments will not exceed a maximum of ninety (90) calendar days, unless extended at the sole discretion of the Chief or his designee. If a light duty assignment is offered by the Town in accordance with an employee's medical restrictions and the employee refuses to accept the offer of light duty, the employee's right to workers' compensation benefits may be affected as well as the employee's continued employment by the Town.

Light/limited duty assignments are specifically created temporary job assignments based upon the employee's medical restrictions. The employee shall remain on his/her scheduled shift. However, once an employee is out of work for a period of thirty (30) calendar days from the date of injury, the Chief will assign light/limited duty on either a four (4) day/ten and a half (10.5) hour shift, Monday – Thursday or Tuesday – Friday, starting at 7:30 am and ending at 5:30 pm or a five (5) day shift, Monday – Thursday, starting at 7:30 am and ending at 4:00 pm, and Friday starting at 7:30 and ending at 3:30 pm. An employee assigned to one of these shifts by the Chief or his designee may request to be assigned to one of the other above-referenced shifts, which shall not be unreasonably denied. An employee shall work the same schedule each week; however, employees shall not be assigned to work on a holiday and will receive holiday pay. Employees assigned to light/limited duty will accrue and are eligible to use sick days, vacation days, and holidays. Approved vacation and personal time off will not count toward the on duty shift's allowed time off. Employees assigned to light/limited duty will not count toward regular staffing.

Light/limited duty assignments are temporary only, are not vacant or permanent positions within the Town's workforce, and are not available to employees on a permanent basis under any circumstances. The availability of such light/limited duty assignments depends on the employee's medical

restrictions and the operational needs of the Town, as determined by the Chief or his designee. Therefore, there is no guarantee that light/limited duty will be available at any given time. The Chief or his designee will continually review the employee's temporary light/limited duty assignment based upon its operational needs and the employee's medical condition to determine if continuation of the assignment is appropriate. If, at any point, an employee is medically determined to have sustained permanent restrictions that prevent the employee from ever being able to perform his/her essential job functions, the creation or continuation of a light/limited duty assignment will not be considered.

The light/limited duty assignment shall be submitted by the Chief or designee, to the Union and employee, in writing. Any employee assigned to light duty will wear the uniform of the day, as defined in Section 20.9(a) of this agreement.

Any therapy or doctor's appointment related to an employee's workplace injury that cannot be made during a time that the employee is not scheduled to work his/her light/limited duty assignment will count towards hours worked during the light/limited duty schedule. An employee assigned to light/limited duty shall be ineligible for overtime, off duty assignments or call backs. An employee assigned to light/limited duty may attend CMEs that are required to maintain medical control, or any training class that does not conflict with his/her medical restrictions. Any employee assigned to light/limited duty will not be charged with an overtime assignment as set forth in Sections 8.3(a) and 8.12 of this agreement.

Light/light duty assignments shall be provided within the North Haven Fire Department only, therefore, employees assigned to limited/light duty shall not be assigned to work in other Town departments.

ARTICLE 14 SENIORITY

14.1 An employee's seniority shall not be lost, penalized, broken or reduced by vacation time, sick leave, temporary suspension time, authorized leave of absence, service in the armed forces of the United States, injury leave, or any other leave permitted or allowed by this Agreement.

14.1a An employee's seniority shall be lost when he:

- (1) quits voluntarily;
- (2) is dismissed for just cause;

- (3) retires;
- (4) fails to report to work within fourteen (14) calendar days of being notified that he is being recalled;
- (5) fails to report to work upon the termination of an approved leave of absence;
- (6) is absent for a period of three (3) consecutive shifts without notifying the Town;
- (7) is absent as a result of illness, accident or injury on the job exceeding the applicable timeframe set forth in Article 13, Section 13.1; or
- (8) If the employee has no more accrued vacation, sick or personal leave and thus would not be paid for time off from work, unless the employee receives additional sick leave in accordance with Article XII, Sick Leave, Section 12.8 or an unpaid leave of absence is granted by the Fire Commission.

An employee, whose seniority is lost for any of the reasons outlined in this paragraph, shall be considered as a new employee if he/she is again employed by the Town. The failure of the Town to rehire such employee shall not be subject to the grievance and arbitration provisions of this Agreement.

- 14.2 No rights of seniority shall accrue in favor of an employee until he/she has completed six (6) months of service with the Department, measured from the date of his/her appointment. Upon the completion of such service, seniority shall be credited retroactively to the date of appointment. The Chief shall prepare seniority list of all employees, ranking the employees in the order of their seniority. The list shall be posted in fire headquarters at all times. As new employees are hired, or as present employees retire or leave the service of the Department, the Chief shall revise the list accordingly.
- 14.3 The seniority of employees appointed on the same day shall, as between said employees, be determined by the work order in which they were appointed to the Department.
- 14.4 In the event that the TOWN lays off any employees, such layoff shall be accomplished in the inverse order of employee seniority. If laid off employees are recalled, such recall shall occur in the order of employee seniority.
- 14.5 For the purposes of this Agreement, a "year of service" means a period of 365 consecutive days, measured beginning with the day of appointment.

ARTICLE 15
OFF-DUTY ASSIGNMENTS

- 15.1 The term "off-duty assignments" is defined to mean any duty which an employee is requested to perform by a party other than the TOWN. No employee scheduled to be on duty shall be assigned to an off-duty assignment.
- 15.2 The Chief shall maintain a list, compiled by him and an Association representative, consisting of those employees who have indicated availability for off-duty assignments in the order of their seniority. All off-duty assignments shall be made by the Chief and shall be awarded to those employees whose names appear on said list in the order of their appearance thereon, without regard to rank, unless the party requesting the off-duty assignment requests an employee of a designated rank in which event the assignment shall be awarded in accordance with the seniority of employees within that rank. In the event that an employee refuses such an assignment, he/she shall be considered to have waived his/her right to such assignment and he/she shall not be offered another assignment until his/her name appears again in the normal rotation of said list. No employee shall be considered to have waived his/her right to an assignment if he/she is scheduled to work when the off-duty assignment is offered.
- 15.3 Effective upon the execution of this Agreement, employees who perform extra duty assignments shall be paid at the rate of time and one-half (1.5x) the Lieutenant's hourly rate of pay in effect, except that double (2x) time the Lieutenant's hourly rate shall be paid for all hours of work on Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve and New Year's Day. A minimum of four (4) hours' compensation at the applicable extra duty rate provided for herein shall be paid for each extra duty assignment.
- 15.4 When three (3) or more employees are requested for an off-duty assignment, a ranking officer, in addition to the employees, shall be assigned as supervisor of the assignment. The rate of pay for the supervising officer shall be set forth above.
- 15.5 If and when the TOWN is required by appropriate State or Federal authorities, off-duty payments shall be collected from the third party by the Town, and the Town shall be entitled to charge its administrative costs. The Town shall remit off-duty payments to the employees entitled thereto, less any required deductions (withholding, social security, etc.) at the next regular pay period.

ARTICLE 16
LEAVE WITHOUT PAY

- 16.1 Any employee may be granted a leave of absence without pay upon his/her request, and subject to the discretion of the Chief. Requests shall be made to the Chief at least twenty-four (24) hours in advance of the date on which such leave is to be taken. In the event of an emergency, no notice shall be required. An employee granted such leave shall lose ten (10) hours' pay on a day shift and shall lose fourteen (14) hour's pay on a night shift.

**ARTICLE 17
FUNERAL LEAVE**

- 17.1 In the event of the death of an employee's parent, child, sibling, parent-in-law, child-in-law, or sibling-in-law, or of his/her spouse, grandchild, or grandparent, or any other relative who is a member of the employee's household, up to two (2) tours leave, with full pay, shall be granted.
- 17.2 In the event of the death of an employee's aunt, uncle, niece or nephew, or of any employee's spouse's grandparent, one (1) tour of leave with full pay shall be granted.

**ARTICLE 18
SPECIAL LEAVE**

- 18.1 An employee shall be entitled to a special leave, with full pay, for any shift or shifts on which he/she is able to secure another employee to work in his/her place, provided that written application shall be submitted in advance to the Chief, or in his absence to the Platoon Commander, which application shall be approved if such substitution does not impose any additional cost to the TOWN and is within the applicant's rank and classification.
- 18.1(a) Such substitutions shall not be made for the purpose of being able to work another job.
- 18.2 Notwithstanding the foregoing, an employee who has worked on a night shift at a major fire, shall be ineligible for substituting on the succeeding day shift.

**ARTICLE 19
INSURANCE**

- 19.1 The Town shall provide one (1) health insurance plan option, Plan A. The Town shall provide the insurance specified in paragraph 19.1(a) for all employees, their spouses and children.

(a) PLAN A: High Deductible Health Plan-HSA (HDHP-HSA)

- (1) Premium share for Plan A (HDHP): Effective July 1, 2022, employees who enroll in the HDHP Plan shall pay thirteen percent (13%) of the insurance premiums through payroll deductions. Effective July 1, 2023, employees who enroll in the HDHP Plan shall pay fourteen percent (14%) of the insurance premiums through payroll deductions. Effective July 1, 2024, employees who enroll in the HDHP Plan shall pay fourteen and a half percent (14.5%) of the insurance premiums through payroll deductions. Effective July 1, 2025, employees who enroll in the HDHP Plan shall pay fifteen percent (15%) of the insurance premiums through payroll deductions. Effective July 1, 2026, employees who enroll in the HDHP Plan shall pay fifteen and a half percent (15.5%) of the insurance premiums through payroll deductions.

Deductibles: Single-coverage \$1,500, Two-Person & Family \$3,000 (Deductible to be inclusive of in-network, out-of-network and prescription expenses.)

Any employee may elect to opt out of participation in the plan specified above and shall receive payment in the lump sum of \$3,500 (three thousand five hundred dollars). Said amount will be prorated if the employee has participated in the plan for a portion of the year. Any employee who chooses to opt out must provide proof of other insurance to the Town before the Town is permitted and required to make any payment to the employee. After receiving this lump sum payment, the employee will be ineligible for health benefits provided by the Town until the next open enrollment period, and the beginning of the next plan year, unless the Town is otherwise permitted or required by law to add the employee to the health benefits. If an employee is permitted or required by law to be added back to the health benefits prior to open enrollment period and the beginning of the new plan year, the payment received by the employee will be prorated based upon the remaining number of months/partial months prior to the beginning of the next plan year and any overpayment shall be deducted from his/her paycheck.

- (2) Coinsurance for Out-of-Network of 80% Anthem, 20% employee.
(3) Out-of Pocket Maximum of Single-coverage of \$3,000, Two-Person & Family coverage of \$6,000. (Deductible to be inclusive of in-network, out-of-network, coinsurance and prescription expenses.)

- (4) Effective upon the ratification and approval of this Agreement, or fiscal year 2012 – 2013, the Town will contribute seventy-five percent (75%) of the deductible. Beginning in fiscal year 2013 – 2014, the Town will contribute sixty-five percent (65%) of the deductible. Effective July 1, 2015, the Town will contribute fifty percent (50%) of the deductible. Effective July 1, 2016, the Town will contribute fifty percent (50%) of the deductible. The Town's funding of a new employee's HSA will be prorated based upon the month of the fiscal year in which the employee begins coverage.
 - (5) The Town will fund the deductible, as set forth above, on or about July 1st, the start of the plan year.
 - (6) The High Deductible Health Plan (referred to as a HSA Plan) shall include the same level of benefits and coverage as PPO plan in place prior to this new agreement, subject to state and federal law.
 - (7) Employees shall be able to select and adjust HSA contributions through payroll deduction throughout the plan year.
- (b) Employees who enroll in the HDHP plan during the plan year (July 1st to the following June 30th) will be offered an HRA option with Town reimbursements up to the same level of funding set forth herein.
 - (c) Employees who enroll in the HDHP Plan must enroll during the open enrollment period and remain in the Plan for the entire fiscal year. However, for members being called to active duty and ineligible to contribute to an HDHP, the Town shall offer an HRA option with Town reimbursements up to the same level of funding set forth in 19:1(a)(5).
 - (d) Vision benefits will be included which are equal to or better than the rider in place prior to this agreement. Employees shall contribute towards the monthly premium in accordance with the premium share associated with the Plan in which they are enrolled.
 - (e) Dental plan will be included which is equal to or better than the plan in place prior to this agreement. (Dental plan co-pay 80%/20%). Employees shall contribute towards the monthly premium in accordance with the premium share associated with the Plan in which they are enrolled.

- (f) The Town shall pay the entire cost of Term Life Insurance for current employees in the amount of \$25,000, with double-indemnity rider providing coverage of \$50,000 in the event of accidental death as defined in the policy; and, for retired members of the Department, life insurance in the amount of \$5,000, with no double-indemnity.
- (g) The Town may change the insurance carriers provided the benefits and service are substantially equivalent to the current benefits and service. Any dispute regarding equivalency shall be resolved through the grievance procedure.
- (h) Appendix "A" Full Summary Plan Document of HDHP-HSA

Town shall provide for each retiree qualified for and drawing normal, vested or disability retirement benefits, and spouse, the insurance plans being offered to active members, including deductible funding, which may change from time to time as a result of negotiations with then current bargaining unit members. The Town will cover one hundred percent (100%) of the cost of insurance plan for the retiree and his spouse.

Retirees enrolled in the HDHP shall contribute the premium cost in effect for active members for Dental and Vision coverage.

The retiree, upon reaching the age of sixty-five (65), shall be transferred to and provided Medicare insurance that is equivalent in services and benefits to Plan F.

Should the retiree pre-decease the spouse, the Town shall allow the survivor to carry forward at the survivor's expense those insurance benefits named in Article 19.1 above.

ARTICLE 20 UNIFORMS

- 20.1 (a) The following uniforms shall be issued to new employees upon hire:
 - 2 Pairs Work~~l~~ Trousers
 - 2 Long Sleeve Shirts or 2 Short Sleeve Shirts, depending upon seasonal requirements.
 - 1 Work Jacket (Seasonal)
 - 1 Pair Black Work Boots or Shoes
- 20.1 (b) After having completed six (6) months of service as a probationary firefighter, the following additional uniforms shall be issued to the

probationary firefighter:

- 2 Work/Trousers
- 2 Long Sleeve Shirts
- 2 Short Sleeve Shirts
- 1 Collared Job Shirt or Sweatshirt
- 1 Work Jacket (Seasonal)

20.1 (c) After having completed the probationary period, the firefighter will be issued one (1) full (New) Class A uniform to include the following:

- 1 Reefer or London Fog Style Trench Coat
- 1 Pair Dress Blue Trousers
- 1 Dress Blue Blouse
- 1 Dress Shirt
- 1 Pair Dress Shoes
- 1 Black Tie
- 1 Bell Cap
- 2 Sets of Badges and Name Plates per Department Standard

20.2 (a) In the first week of June, the Office of the Chief (or designee) will issue a selection list of approved uniform items and sizes to each employee. Uniform selections will be made from the approved list. Employees will be required to return uniform selections by a date determined by the Chief or his designee.

All employees, with the exception of probationary employees, shall receive a uniform allowance voucher of \$800. After the signing of this agreement, the uniform allowance will increase by 2%, followed by a 2% increase each year, rounded up to the nearest dollar.

20.2 (b) The Town shall select the vendor(s) from which uniforms will be purchased.

20.2 (c) The uniform vendor(s) will be scheduled by the Town to measure employees for uniform sizing. Sizing will be done in the month of June, once during a day shift for each Platoon. If an employee misses sizing on their own shift, they may be measured on another Platoon on their own time. If an employee is not available for sizing, they may travel to the uniform vendor on their own time.

20.2 (d) The approved list of items will be as follows:

Work and Dress Trousers
EMS Pants
Long Sleeve and Short Sleeve Work Shirts
Long Sleeve and Short Sleeve Dress Shirts
Work, Rain, and Winter Jackets
Class A Blouse
Black Tie
Reefer or London Fog Trench-Style Overcoat
Bell Cap
Black Work and Dress Shoes
Black Work Boots
Black Casual Shoes
Collared Job Shirt and/or sweatshirt
Baseball Caps and Winter Hats
EMS/Cargo Shorts
Rain and Cold Weather Clothing
Personal Firefighting Flashlight
Lock Blade Knife
Combination Multi-tool

- 20.2 (e) Other items may be added upon mutual agreement between the Chief and the Union.
- 20.2 (f) Badges, nameplates, and years of service crosses will be issued or replaced as needed basis, upon submission of a request to the Office of the Chief. The issue/replacement of above items will be outside of the uniform allowance system.
- 20.2 (g) Employees will receive selected uniform and personal items in a reasonable amount of time after submission of the list to the Office of the Chief.
- 20.2 (h) Any funds within the uniform allowance system must be used at the time of submission and may not be carried over from year to year.
- 20.3 The Chief or designee reserves the right to inspect employees while on duty for proper uniforms and condition.
- 20.4 The Town shall provide each employee upon hire with their own set of

personal protective firefighting equipment. Such equipment shall consist of a helmet, boots, firefighting coat and pants, firefighting gloves, firefighting hood, and leather work/extrication gloves. All protective equipment will be equal to or exceeding OSHA and NFPA requirements and be of proper fit. This equipment is the property of the Town and shall be returned at the end of employment. This equipment will be provided by the Town outside of the uniform allowance system.

20.5 The Chief, in his discretion, may accelerate issue of uniforms.

20.6 The TOWN shall pay each employee, on the first payroll date in October of each year during the term of this Agreement, the sum of Four Hundred Dollars (\$400.00) for the cost of uniform maintenance.

20.7 Whenever an employee suffers any loss or damage to his/her personal property or clothing in the performance of his/her duty, the TOWN shall replace, reimburse or repair said loss or damage to the extent that same is reasonable in amount and not otherwise covered by insurance provided it has been approved by the Chief.

20.8 The TOWN shall replace any item of uniform or equipment that is rendered unserviceable in the course of the performance of firefighting duties. All items of the uniform provided by the TOWN shall become the property of the Town of North Haven and shall not be worn for any reason except that authorized by the Department.

20.9 The regulation uniform of the day shall be worn to work.

20.9(a) The uniform of the day will be considered as follows:

Monday - Friday 0800 - 1800: Short or long sleeve dress/work shirt or polo style shirt. Collared job sweatshirt, work/dress trousers or EMS Cargo style pants/shorts, black work shoes/boots, or black department approved casual shoes.

Monday-Friday 1800-0800 and Holidays: Short or long sleeve dress/work shirt or polo style shirt, Collared job sweatshirt, work/dress trousers or EMS Cargo style pants/shorts, black work shoes/boots, black department approved casual shoes, and department approved T-Shirts.

Saturday and Sunday 0800 - 0800: Short or long sleeve dress/work shirt or polo style shirt, Collared job sweatshirt, work/dress trousers or EMS Cargo style pants/shorts, black work shoes/boots, black department approved casual shoes, and department approved T - Shirts.

Shorts shall not be worn between November 1st and April 30th of each fiscal year.

**ARTICLE 21
LONGEVITY**

21.1 The TOWN agrees to pay the following annual lump sum payments on the first payroll date in September to each employee who, on September 1 of each year during the term of this Agreement, has completed the following years of service:

<u>Year of Service</u>	<u>Longevity Payment</u>
5 but less than 10 years	\$225
10 but less than 15 years	325
15 but less than 20 years	425
20 years or over	525

21.2 Any employee who retires shall receive the longevity payment due him/her for the calendar year in which he/she retires.

21.3 In the event of death of an employee, his/her estate shall be paid the longevity payment to which he/she would have been entitled for the year of his/her death.

**ARTICLE 22
PENSION**

22.1 The Town and the Association agree, in all other respects, that the present pension plan, as amended and restated as of the execution date of this Agreement, shall continue to be effective during the term of this Agreement and that the Town shall continue to pay the entire cost of the pension plan during the term of this Agreement, except as otherwise provided in Section 22.9 of this Article 22.

22.2 There shall be a Fire Pension Administration Committee consisting of the Chief Executive Officer, the Chairman of the Union Pension Committee, the Town Finance Officer, the President of the ASSOCIATION, and a resident of the Town who is unaffiliated with the Town government, mutually selected by the Chief Executive and the President of the Firefighters ASSOCIATION. The committee shall meet in January and July of each year. The Chairman of the Union Pension Committee shall be a member of the Pension Plan.

22.3 Attached hereto and incorporated herein by reference is the TOWN OF

NORTH HAVEN FIRE DEPARTMENT amended and restated PENSION PLAN as of July 1, 1988.

- 22.4 Upon completion of ten (10) years of service, an employee's pension shall become vested. In the event that an employee leaves the North Haven Fire Department for any reason (except for disability), after completing ten (10) years of service, upon the 25th anniversary of the date that him/her employment began, or his/her normal retirement date, he/she shall be eligible to receive a pension based upon the average of the best three (3) of the last five (5) years of annual pay, for completed service, multiplied by two percent (2%) for each year of completed service. In calculating vested pensions for employees who terminate employment on and after July 1, 2002 after ten (10) years of service, the multiplier shall increase to two and one-half percent (2.5%).
- 22.5 The Pension Plan for employees of the North Haven Fire Department shall be amended as follows:
- Normal Retirement Date
- Each member of the Fire Department who has completed twenty-five (25) years or more of service with the Fire Department, upon his/her written application to the Pension Board, shall be entitled to retirement on an annual pension to be paid in accordance with the provisions of the existing pension plan, without regard to the age of the member of the Fire Department when he/she has completed twenty-five (25) or more years of service.
- 22.6 Employees who retire after July 1, 1988, shall have their pension increased annually by three percent (3%), commencing upon the retiree reaching his/her 62nd birthday.
- 22.7 Within ninety (90) days of July 21, 1994, an employee with honorable military service (active/guard/reserve) shall be permitted to commit to purchase any portion of the adjusted (point) value of said service, for additional Town retirement credit. (The military service computation shall be one (1) point for each day of active duty and one (1) point for each day of inactive duty/Reserve drill. Three hundred sixty five (365) points shall be the equivalent of one (1) year of service. Less than three hundred sixty five (365) points shall be pro-rated.) The military service credit maximum will be two and one-half (2 ½) years for which the employee shall pay \$1500.00, or a pro-rata amount for less than two and one-half (2 ½) years. Each year of military service computation shall equal two percent (2) percent of salary for pension purposes for a maximum of five (5) percent. The determination of military service credit from official records shall be made by the finance office, who determination shall be final and shall be certified by a meeting

of the Fire Pension Administrative Committee at the time of retirement. Said additional service credit shall only be applied after completion of twenty five (25) years of Town service. Military service credit cannot be used to exceed the Plan's thirty five (35) years maximum credit.

Payment for said military service buyback may be made at any time but no later than the employee's last day of work for the Town. Payment may be made in cash, by deduction from accrued benefits or by such other means as may be determined to be mutually acceptable.

22.8 In the calculation of Normal, Early, and Deferred Retirement Benefits, effective for retirements beginning on and after July 1, 2002, the pension multiplier shall be increased from two percent (2%) to two and one-half (2.5%) and the maximum increased from seventy percent (70%) to seventy-five (75%), without any additional cost to employees.

22.9 Regular full-time employees hired after October 30, 2012 will not be eligible for or be considered a Participant in the Pension Fund unless they become disabled in accordance with the Fire Pension Agreement. The Town will set-up a defined contribution plan for these employees and will match employee contributions by two (2) percent for every one (1) percent of the employee's base salary contributed by the employee up to but not exceeding a Town match of ten (10) percent of the employee's base salary for the relevant fiscal year. All employees hired after the ratification and approval of this Agreement will be required to contribute no less than five (5) percent of the employee's base salary into the defined compensation plan. If an employee's employment is terminated for other than just cause during the fiscal year, the employee shall receive a pro rata Town contribution based upon the number of full months of employment the employee completes during the fiscal year, subject to the vesting requirements set forth below.

The defined contribution plan will have the following vesting schedule:

- After one (1) year of employment – 20%
- After two (2) years of employment – 40%
- After three (3) years of employment – 60%
- After four (4) years of employment – 80%
- After five (5) years of employment – 100%

Employees will have the right to self-direct their contributions to the defined contribution plan from among the investment fund options offered by the plan selected by the Town.

Employees hired after the ratification and approval of this Agreement that expires June 30, 2017, who become disabled, as defined by the Town's Fire Pension Plan, will become Participants in, and paid in accordance with, the Plan. However, disability payments from the Town will be reduced by the amount of contributions made by the Town into the employee's defined contribution account prior to the date the employee became disabled in accordance with the Town's Fire Pension Plan.

For example, a firefighter becomes disabled in accordance with the definition of "disability" set forth in the Town's Fire Pension Plan ("Fire Pension Plan" or the "defined benefit plan"). At the time the firefighter has been determined to be disabled, (s)he is earning a base annual salary of \$64,000 and the Town has, by that point in time, contributed \$50,000 (including investment earnings and/or losses, if any) to his/her defined contribution plan for which (s)he is 80% vested. The firefighter is entitled to receive \$32,000 per year or \$2,666.66 per month in accordance with the Fire Pension Plan.

The firefighter will not receive the \$32,000 or \$2,666.66 monthly disability payment until the \$40,000, including investment earnings and/or losses, if any, (\$50,000 times .80 equals \$40,000), contributed by the Town would have been exhausted if used by the employee. In this example, the employee would begin to receive monthly disability payments from the defined benefit plan in the sixteenth (16th) month following the determination that (s)he is disabled; \$40,000 divided by \$2,666.66 equals 15 months.

- 22.10 The Town and the Union agree that the current Fire Pension Plan as of this date will remain unchanged as a result of the Union's agreement for new hires to go into the defined compensation plan rather than the Fire Pension Plan.

ARTICLE 23 STRIKES – LOCKOUT

- 23.1 The ASSOCIATION agrees that during the term of this Agreement there will be no strikes, work stoppages, mass absenteeism or other similar forms of interference with the operation of the Fire Department.
- 23.2 The TOWN agrees that during the term of this Agreement, it will not lock out the employees covered by this Agreement.

ARTICLE 24
MISCELLANEOUS

- 24.1 The officer in charge of the shifts shall apportion all work among subordinates as equally as practical.
- 24.2 Whenever any employee is authorized by the Chief to use his/her personal automobile for any Fire Department business, compensation will be paid to such employee for the use of his/her automobile at the same rate per mile as paid to other TOWN employees unless such travel is within the Town of North Haven.
- 24.3 No employee shall be assigned to perform any duty which is unrelated to the following: firefighting, fire prevention, rescue/salvage, overhaul work, care and maintenance of fire equipment (except major repairs), maintenance of stations staffed by paid employees, and apparatus, or any similar related work. In addition, no such employee shall be assigned to any duty which is unrelated to normal daily care required to maintain the quarters in which he/she is employed in a clean, safe, sanitary manner.
- 24.4 The Town shall supply, maintain and service all linen and towels used in the Fire Headquarters and any other station occupied by paid employees, and shall supply changes for each tour of duty.
- 24.5 At each fire station staffed by paid employees, the Town shall provide and pay the base charge only for the telephone for the use of such employees.
- 24.6 In response to an alarm, where a paid officer employee is not present, the Senior Grade A Firefighter from the paid Company shall be in charge of operations.
- 24.7 Employees must, if reasonably possible, notify the Commander on duty of any inability to report for duty at least two (2) hours before the start of the shift.
- 24.8 Beds in the fire station shall not be occupied between the hours of 7:00 A.M. and 10:00 P.M.
- 24.9 In the event that, in the judgment of the Chief, there is not a sufficient number of paid employees available to perform any firefighting duties, off-duty paid employees shall be recalled to duty by the Chief.
- 24.10 The Central Fire Headquarters shall, normally, be manned only by regular paid employees.

- 24.11 Employees shall only be required to replace absent civilian dispatchers and then only in an emergency when civilian dispatchers are not available for such replacement.
- 24.12 The night watch shall terminate at 9:00 P.M.
- 24.13 All employees who have attained the grade of Grade A firefighter shall be afforded two (2) personal shifts of leave during each calendar year of this Agreement. No personal leave shift may be taken for any of the holidays listed in this Agreement, or for the period from December 24th at 1800 hours through 0800 hours on December 26th. No more than two (2) employees can be off work on personal leave at one time.
- 24.14 The following will be a policy when an employee is notified of jury duty. In order for our members to perform their civic duty the policy indicated will be followed. When an Officer or firefighter is called for jury duty, he will be given the tour off with full pay, if scheduled to be on duty. When an Officer or firefighter is assigned to a case, he will be off duty if scheduled to be on duty, with full pay, for all tours he is required to hear the case. When an Officer or firefighter is scheduled to work nights, he will be off duty with pay on nights that precede a court ordered jury appearance. Personnel shall work those nights that are scheduled if there is not a court ordered jury appearance on the following day. An employee will be compensated by the Town. However, any checks received from the State will need to be signed over to the Town.
- 24.15 In exercising its rights to utilize Volunteer Firefighters, the Town will follow the procedure set forth in the attached Memorandum of Understanding between the Town and the Association.
- 24.16 There shall be no retroactively associated with this Agreement except for Wages set forth in Article 27. All other changes in this Agreement from the terms of the prior Agreements expiring on June 30, 2008 shall be prospective only from the date of the signing of this Agreement.
- 24.17 The Town shall offer Hepatitis C testing to all members of the bargaining unit at no cost to the member. Members of the bargaining unit initially refusing to be tested shall be afforded the opportunity to submit to testing at a later date.
- 24.18 The Chief may, with at least thirty (30) calendar days advance notice, require training on a specified date for up to two (2) training sessions each fiscal year.

- 24.19 Reimbursement for approved expenses must be submitted to the Chief or his designee within sixty (60) calendar days of incurring the expense. Employees will not be reimbursed if an approved expense is not timely submitted.
- 24.20 Stations other than Headquarters will be staffed, at the discretion of the Chief, by a Lieutenant, Firefighter, and Firefighter/EMT-P when staffing an Engine Company.
- 24.21 Officers may be assigned, at the discretion of the Chief, to a fire company housed at a station other than Fire Headquarters.
- 24.22 In the future, if the Chief chooses to permanently assign a Captain to a mobile command vehicle, the Town and the Union agree to the following:
- a) Four (4) additional Lieutenants will be promoted which will allow for each shift to have one (1) Shift Commander and each station that is staffed by career personnel to have one (1) Lieutenant assigned to each shift; and
 - b) At each station that the Chief chooses to staff with career personnel, for safety purposes each Engine company will maintain a minimum of three (3) personnel, each Truck company will maintain a minimum of two (2) personnel, and each Rescue company will maintain a minimum of two (2) personnel.

ARTICLE 25 PROMOTIONS

- 25.1 All promotions within the Department, through the rank of Captain, shall be made only after a competitive examination has been administered to eligible candidates by a qualified agency. All promotions shall be made by the Board in accordance with the provisions of this Article. The Board shall consider the recommendation of the Chief.
- 25.2 A promotional list shall be compiled after the results of said examination have been announced and the Chief shall make said list available for inspection to all employees. Such list shall contain the names of those examined, ranked according to the score achieved in said examination. Said list shall not be published in any newspaper.

- 25.3 The candidates selected may be within the first three (3) to five (5) candidates on said list provided that the fourth (4th) and fifth (5th) candidates have final earned ratings within five (5) points of the highest eligible person on said list; Otherwise, the candidates selected shall be within the first three (3) candidates on said list. No candidate beyond the fifth (5th) eligible highest candidate shall be promoted prior to the highest eligible candidate on said list. Subsequent or additional promotions from the same list shall be made in the same manner.
- 25.4 Separate promotional examinations shall be administered and separate promotional lists shall be compiled for each rank within the Department. The Board shall cause notice of any promotional exam to be posted on the bulletin board at Fire Headquarters, not less than forty-five (45) days prior to the administration of any promotional exam, together with the list of study material recommended as such by the company preparing and administering the exam. All applicants desiring to take the promotional exam shall have filed with the Chief the application form established by the Board not later than thirty (30) days after notice is first posted.
- 25.5 No employee shall be eligible to take the examination for Fire Lieutenant unless he/she has, at the time of application for such examination, at least thirty-six (36) months of service in the rank of Firefighter Grade A in the North Haven Fire Department.
- 25.6 No employee shall be eligible to take the examination for Fire Captain unless he/she has, at the time of the application for such examination, at least five (5) years of service with the North Haven Fire Department, of which two (2) years must be as a Lieutenant in the Department.
- 25.7 In the event that the number of vacancies exceeds the number of employees on the existing promotional list, said vacancies shall be filled by first exhausting eighty percent (80%) of the existing promotional list, rounded off to the nearest whole number, provided the first five (5) eligible candidates on the list have been promoted as herein provided.
- 25.8 All promotional examinations shall be composed of two (2) phases: a written test and an oral test. The written phase of the examination shall be counted 50% towards the final score; and the oral phase of the examination shall be counted 50% toward the final score. The Town may, in its discretion, use an assessment center in place of the oral test. In addition, each candidate shall be awarded one-third (1/3) of a point per year for each year of service up to a maximum of fifteen (15) years (or a maximum of five (5) points). All applicants for promotional exam shall be eligible to take both the written and oral exam.

- 25.9 No particular education or special training will be required in order to take an examination for promotion to any rank.
- 25.10 Promotional lists shall be effective for one (1) year from the date of the publication; afterwards, they shall expire unless extended for an additional period of six (6) months upon the mutual consent of the TOWN and the ASSOCIATION.
- 25.11 As used herein, the term "promotion" is defined to mean a transfer to a higher rank, or to a newly created position or rank within the bargaining unit, as defined in this Agreement.
- 25.12 All promotions shall be deemed to be on probation for a period of thirty (30) days, provided that no employee shall be demoted for other than just cause.
- 25.13 If any employee feels aggrieved over the application or the interpretation of this Article, he/she shall have the recourse to the grievance procedure of ARTICLE 5A of this Agreement.
- 25.14 Each newly promoted Lieutenant will be placed on an Acting Captain list upon filling the position of Lieutenant.

ARTICLE 26 RULES AND REGULATIONS

- 26.1 Any rule or regulation of the North Haven Fire Department in conflict with this Agreement is hereby superseded and rendered void, and the applicable provisions of this Agreement shall govern.
- 26.2 Any change in the current rules and regulations pertaining to working conditions which are negotiable shall become a negotiated item, unless agreed to by the Association.

ARTICLE 27 WAGES

- 27.1 The following wage rates for all employees shall remain in effect for the periods designated. The wage schedules are attached as Appendix B.

Upon execution and retroactive to July 1, 2022 for employees on the payroll as of execution – 2.5%
July 1, 2023 – 2.5%

July 1, 2024 – 2.5%

July 1, 2025 – 2.5%

July 1, 2026 – 2.5%

Employees shall receive their paychecks by direct deposit.

ARTICLE 28 SAFETY COMMITTEE

- 28.1 The Town agrees that it will establish a Safety Committee to review the safety and health conditions in the Department insofar as they affect working conditions. Said Safety Committee shall be comprised of four (4) members, two (2) of whom shall be designated by the Town and two (2) by the Association.
- 28.2 Upon the request of either party, the Safety Committee shall conduct an investigation to determine whether or not a health or safety hazard exists and shall make recommendations for the solution of such hazards to the Chief and thereafter to the Town.

ARTICLE 29 PROBATIONARY PERIOD

- 29.1 No appointment to the position of firefighter in the Department shall be deemed final and permanent until the expiration of a period of one (1) year probationary service.
- Shifts lost from work in excess of five (5) for any reason (other than vacation, holiday, personal time, funeral leave and department training) during the probationary period shall not be counted as employment for purposes of computing the probationary period.
- 29.2 During the probationary period of any employee, the Board may, upon the recommendation of the Chief, terminate the employment of such employee for any reason whatsoever.
- 29.3 Nothing herein contained shall be used to deny any employee any right or benefit to which he/she may be entitled under the Agreement or under the pension provisions covering employees of the Fire Department, except that probationary employees shall not have resort to the grievance procedures set forth in this Agreement.
- 29.4 No probationary employee shall operate any vehicle in an emergency capacity until successful completion of an Emergency Vehicle Operator

Course, and subsequent approval by the Chief or his/her designee.

**ARTICLE 30
FIREFIGHTER GRADES**

- 30.1 No person shall be appointed to the Fire Department in the first instance except as a Grade C Firefighter, provided, however, that this restriction shall not apply to appointments to the positions of Chief, Deputy Chief, Assistant Chief, Battalion Chief, Fire Marshal, or Deputy Fire Marshal.
- 30.2 After six (6) months of service, and after the successful completion of Fire School, and upon the recommendation by the Chief to the Board, the employee shall advance to the rank of Firefighter Grade B.
- 30.3 After twelve (12) months of service as a Firefighter Grade B, and receipt by the Chief of EMT certification, upon the recommendation of the Chief to the Board, the employee shall be advanced to the rank of Firefighter Grade A.

**ARTICLE 31
CHECKOFF**

- 31.1 The Town agrees to withhold Association dues from the wages of those members of the Association who so authorize the Town in writing to deduct such dues.
- 31.2 The deduction shall be made bi-weekly, in equal installments, in the amounts specified by the ASSOCIATION.
- 31.3 The Town shall remit money deducted to the Treasurer of the Association by the tenth (10th) day of the month following such deductions.
- 31.4 The Association agrees to indemnify and hold the Town harmless from and against any claims by employees with respect to Town actions properly taken in compliance with this Article.

**ARTICLE 32
AGENCY SHOP**

- 32.1 The parties agree that as a condition of employment all members of the bargaining unit described in this Agreement shall pay a monthly service fee to the Association in such amount as the Association determines in order to aid and defray costs in connection with its obligations and responsibilities as bargaining agent for all employees.

- 32.2 The Treasurer of the Association shall certify in writing to the Town the fact that an employee has not paid him/her service fee and the amount of such arrearage.

**ARTICLE 33
RESIDENCY**

- 33.1 Employees covered by this Agreement shall be permitted to reside within a thirty (30) mile radius from Central Fire Headquarters, or within the Town of North Haven, whichever distance is greater from Central Fire Headquarters.

**ARTICLE 34
MILITARY SERVICE**

- 34.1 Any employee who enlists or is inducted into the military service of the United States shall be placed on military leave without pay.
- 34.2 Such leave shall extend from the beginning of the period of service with the military forces and for ninety (90) days after discharge, but in no event longer than four (4) years from the date of induction plus the duration of service during any hostilities continuing thereafter.
- 34.3 Any employee who, within ninety (90) days after an honorable discharge from the military service, applies for reemployment with the Fire Department of North Haven, shall be entitled to such reemployment at the position and rank he held immediately prior to his induction or enlistment.
- 34.4 Time spent on military leave shall be considered continuous employment with the Town.

**ARTICLE 35
GENERAL**

- 35.1 This Agreement shall be binding upon the parties hereto and their successors and assigns.
- 35.2 No amendment to this Agreement shall be effective unless reduced in writing, signed by both parties.

**ARTICLE 36
INCENTIVE**

- 36.1 Employees who are directed or assigned to attend outside programs, schools

or conferences, shall receive a travel allowance in accordance with the IRS rate for each mile driven in their personal vehicle and for tolls they pay, beginning with the first payroll period following the November 10, 2004 signing of this Agreement. If two (2) or more employees attend the same school, conference, or program, only (1) travel allowance will be paid per four (4) employees. In addition, the TOWN shall pay the required tuition fee or registration fee, course materials, and the reasonable costs of room and meals.

- 36.2 (a) It shall be a condition of employment for all new hires that such employees be certified EMT's; and during the course of their employment, such employees shall retain EMT certification as a condition of continued employment unless expressly waived.
- (b) Those employees who are certified as Paramedics and Emergency Medical Technicians shall receive the following payments, in addition to any other wages they receive by virtue of this Agreement, effective Fiscal Year 2023-2024:
- (1) On the first payroll date in July of each year during the term of the Agreement beginning with July 2005, Paramedic & EMT personnel shall receive: \$1,150.00.
- (2) On the second payroll date in January of each year during the term of the Agreement beginning with January 2024, Paramedic and EMT personnel shall receive \$1,000.
- 36.3 All fire related school courses being offered to members of this Department shall be posted on the Department Bulletin Board as soon as is practical prior to the date when personnel are selected to attend the courses; and a copy of the posted notice shall be forwarded to the Association.
- 36.4 (a) Any employee attending Basic Life Support Training classes on off-duty time shall be compensated at the straight time hourly rate under Article 27 of this Agreement with a minimum of four (4) hours for either basic life support training or recertification training.
- (b) Any employee attending required Advanced Life Support Training classes, seminars and medical education training requirements on off-duty time shall be compensated at the straight time hourly rate

under Article 27 of this Agreement, with a minimum of four (4) hours, for advanced life support training and for recertification training.

36.5 Effective July 1, 1984, upon satisfactory completion of a degree program in Fire Technology or Fire Administration at an accredited institution, eligible employees shall receive the following payment, one time only:

Associates Degree in Fire Technology or Fire Administration -	\$100.00
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Bachelor's Degree in Fire Technology or Fire Administration -	\$200.00
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ARTICLE 37 DEFERRED INCOME PLAN

37.1 Pursuant to the provisions of Section 7-464a of the Connecticut General Statutes annotated, the Town and the Association agree to establish, in accordance with the statute a program referred to in Section 7-464a (a) and to implement said program by providing the necessary payroll deduction forms for each employee electing to participate in the deferred compensation plan. The provision of this section shall be limited to those employees who elect to participate in the plan.

All bargaining unit employees will be eligible upon execution of this Agreement which expires on June 30, 2017 to participate in the deferred income plan.

37.2 Effective with the signing of this agreement that expires June 30, 2027, the Town will contribute \$120.00 per pay period to a deferred income plan for each participant who deducts a minimum of \$120.00 each pay period through payroll deduction.

ARTICLE 38 EMS PROGRAM

38.1 At such time as the Town of North Haven begins an Emergency Medical Technician – Paramedic (EMT-P) service in the North Haven Fire Department the following articles will be used to determine how such program will be staffed.

- 38.2 Current employees licensed by the State of Connecticut as an EMT-P shall be given fourteen (14) days from the time the decision to begin a Paramedic Program is made to notify the Town of North Haven (the "Town") in writing as to their intention of assuming the responsibilities and job title of Firefighter/EMT-P or remaining in their current job title and position. Such qualified employees who accept the position of Firefighter/EMT-P shall agree to act in such capacity for not less than five (5) years from the date of inception of such service.
- 38.3 After the inception of a paramedic program, current employees licensed by the State of Connecticut as an Emergency Medical Technician – Basic (EMT-B) who wish to upgrade to EMT-P may be sent for training at the expense of the Town. Any current employee who agrees to this training agrees to act in the capacity of a Firefighter/EMT-P for not less than ten (10) years from the date of their certification as an EMT-P. No more than two (2) current employees will be allowed to start EMT-P training each calendar year for the duration of this agreement.
- 38.4 After November 23, 2012, all new hires that are hired as Firefighter/EMT-P shall be required to maintain such paramedic license and maintain medical control as a condition of their employment for a minimum of twelve (12) years. After such time they may notify the Fire Chief in writing with one hundred and twenty (120) days' notice of their desire to terminate their participation in the paramedic program. All paramedics withdrawing from the program shall as a condition of employment remain certified EMT-B for the duration of their employment.
- 38.5 The Town agrees that when hiring new employees for the Fire Department, applicants who are certified paramedics may be given preference over applicants who are not certified paramedics.
- 38.6 Any member who is participating in the paramedic program who has met their obligation may elect to continue to participate in the program by agreeing to function as a Firefighter/EMT-P for another two (2) years. At the end of the two (2) year period this option will be available to them again.
- 38.7 No currently serving bargaining unit members shall be required to retrain to the paramedic level or operate as a paramedic.
- 38.8 Paramedic shall be defined as a holder of an EMT-P license under the auspices of the CT Department of Public Health with Medical Control for

current employees who assume the position of Firefighter/EMT-P. For employees hired after the signing of this agreement paramedic shall be defined as a holder of an EMT-P license under the auspices of the CT Department of Public Health and the National Registry of Paramedics and/or their counterparts or successors with Medical Control.

- 38.9 Medical Control shall be defined as authorization by Yale New Haven Center for EMS or any successor agency to practice as an EMT-P in the field.
- 38.10 The Town shall pay, for all paramedics working in the capacity of a Firefighter/EMT-P for the Town, all required certifications, licenses and continuing medical education (CME) courses including but not limited to the CT Department of Health Paramedic licensing renewal fee, Advanced Cardiac Life Support certification, Pediatric Advanced Life Support certification, Pre-Hospital Trauma Life Support certification and Paramedic Field Instructor training, including all required tuition, books and material for such courses. CME courses will be capped at seventy-two (72) CME hours for a two (2) year period plus all trauma case reviews. Classes beyond the seventy-two (72) hour mandate must be approved through the Office of the Chief
- 38.11 The Town shall utilize qualified bargaining unit members as Paramedic Field Instructors, when available. If no bargaining unit members are qualified as Paramedic Field Instructors, the Town will provide training for up to four (4) bargaining unit members to ensure that an adequate number of qualified bargaining unit members are certified by New Haven Sponsor Hospital or successor agency as Paramedic Field Instructors.
- 38.12 Each Fiscal Year a maximum of four employees qualified as Paramedic Field Instructors shall receive an annual stipend of one thousand dollars (\$1000), paid on the first payroll date in July, in addition to any other incentives of payments for Firefighter/EMT-P.
- 38.13 For current employees who are EMT-P and accept assignment as Firefighter/EMT-P as outlined in Section 38.2 and 38.3 hereof:
- a) If the employee, as certified by a licensed Physician or other Practitioner whose method of healing is recognized by State Authorities, becomes medically disqualified from working on the EMS Unit, he/she shall be relieved of his/her commitment for the period of

medical disqualification and shall receive pro rata payment under Section 38.16 for that calendar year and each calendar year thereafter during the period of medical disqualification.

- b) If the employee fails to keep the required commitment for reason(s) other than medical disqualification, he/she shall receive no payment pursuant to Section 38.16 in that calendar year.

38.14 For employees who were required to possess a paramedic license upon initial employment:

- a) If the employee, as certified by a licensed Physician or other Practitioner whose method of healing is recognized by State Authorities, becomes medically disqualified from working on the EMS Unit, he/she shall be relieved of his/her commitment for the period of medical disqualification and shall receive pro rata payment under Section 38.16 for that calendar year and each calendar year thereafter during the period of medical disqualification.
- b) If the employee fails to keep the required commitment for reason(s) other than medical disqualification, he/she shall receive no payment pursuant to Section 38.16 in that calendar year and may be subject to disciplinary action as a result of his/her failure to maintain their EMT-P license and medical control.

38.15 Employees who become medically disqualified from working on the EMS Unit, according to Section 38.13 and 38.14, may be required to be evaluated by the Town Physician. If there is a conflict between the Town's Physician and the employee's Physician, then the Town agrees that a disinterested third party Physician, agreed to by the first two Physicians, shall examine the employee and provide the results of such examination to the Town and to the employee in writing setting forth whether the employee should be medically disqualified from working on the EMS Unit, and that written opinion shall be binding upon the Town and the employee.

38.16 In addition to any other stipends in the current working agreement the following stipends will be paid annually on the first payroll date in July beginning July 2010:

EMT: 1.5% of Grade A FF annual pay
EMT-P: 6% of Grade A FF annual pay

38.17 The Town shall pay the EMT-Paramedic licensing fee for members who are certified as EMT- Paramedics without medical control but who must maintain their EMT licensing as a condition of continued employment.

**ARTICLE 39
DURATION**

- 39.1 This Agreement shall be effective upon execution and shall continue in full force through June 30, 2027.
- 39.2 If either party wishes to terminate, amend or modify this Agreement, it shall notify the other party in writing on or before February 1, 2027. Within thirty (30) days of the receipt of such notification by either party, a conference shall be held between the Town and the Association for the purpose of discussing such amendment, modification or termination.
- 39.3 No individual in the Union or employee of the Town may enter into any separate agreement or understanding that is or will be inconsistent with the terms of this agreement. Any such separate inconsistent agreement will not be binding upon the parties hereto unless expressly adopted in writing and mutually agreed upon between the Town and the Union.

IN WITNESS WHEREOF, the parties have caused their names to be signed on this 19th day of January, 2024

TOWN OF NORTH HAVEN

NORTH HAVEN PROFESSIONAL
FIREFIGHTERS ASSOCIATION,
INC.

By: *Michael Ghela*
By: _____
By: _____

By: *Steve Nigro*
By: _____
By: _____

APPENDIX B
ARTICLE 27
WAGES

27.1 The following wage rates shall prevail from July 1, 2022, through June 30, 2023
(2.5%)

	<u>ANNUAL</u>	<u>HOURLY</u>	<u>HOLIDAY</u>	<u>BI-WEEKLY</u>
FIREFIGHTER GRADE C	66,066.00	30.25	363.00	2,541.00
FIREFIGHTER GRADE B	77,095.20	35.30	423.60	2,965.00
FIREFIGHTER GRADE A	80,480.40	36.85	442.20	3,095.40
LIEUTENANT	86,966.88	39.82	477.84	3,344.88
CAPTAIN	93,475.20	42.80	513.60	3,595.20

27.1 The following wage rates shall prevail from July 1, 2023, through June 30, 2024
(2.5%)

	<u>ANNUAL</u>	<u>HOURLY</u>	<u>HOLIDAY</u>	<u>BI-WEEKLY</u>
FIREFIGHTER GRADE C	67,725.84	31.01	372.12	2,604.84
FIREFIGHTER GRADE B	79,017.12	36.18	434.16	3,039.12
FIREFIGHTER GRADE A	82,489.68	37.77	453.24	3,172.68
LIEUTENANT	89,150.88	40.82	489.84	3,428.88
CAPTAIN	95,812.08	43.87	526.44	3,685.08

APPENDIX B
ARTICLE 27
WAGES

27.1 The following wage rates shall prevail from July 1, 2024, through June 30, 2025
(2.5%)

	<u>ANNUAL</u>	<u>HOURLY</u>	<u>HOLIDAY</u>	<u>BI-WEEKLY</u>
FIREFIGHTER GRADE C	69,429.38	31.79	381.48	2,670.36
FIREFIGHTER GRADE B	80,982.76	37.08	444.96	3,114.72
FIREFIGHTER GRADE A	84,542.64	38.71	464.52	3,251.64
LIEUTENANT	91,378.56	41.84	502.08	3,514.56
CAPTAIN	98,214.48	44.97	539.64	3,777.48

27.1 The following wage rates shall prevail from July 1, 2025, through June 30, 2026
(2.5%)

	<u>ANNUAL</u>	<u>HOURLY</u>	<u>HOLIDAY</u>	<u>BI-WEEKLY</u>
FIREFIGHTER GRADE C	71,154.72	32.58	390.96	2,736.72
FIREFIGHTER GRADE B	83,013.84	38.01	456.12	3,192.84
FIREFIGHTER GRADE A	86,661.12	39.68	476.16	3,333.12
LIEUTENANT	93,671.76	42.89	514.68	3,602.76
CAPTAIN	100,660.56	46.09	553.08	3,871.56

APPENDIX B
ARTICLE 27
WAGES

27.1 The following wage rates shall prevail from July 1, 2026, through June 30, 2027
(2.5%)

	<u>ANNUAL</u>	<u>HOURLY</u>	<u>HOLIDAY</u>	<u>BI-WEEKLY</u>
FIREFIGHTER GRADE C	72,923.76	33.39	400.68	2,804.76
FIREFIGHTER GRADE B	85,088.64	38.96	467.52	3,272.64
FIREFIGHTER GRADE A	88,823.28	40.67	488.04	3,416.28
LIEUTENANT	96,008.64	43.96	527.52	3,692.64
CAPTAIN	103,172.16	47.24	566.88	3,968.16