

AGREEMENT

between

TOWN OF RIDGEFIELD

And

**RIDGEFIELD FIRE FIGHTERS UNION, LOCAL 1739,
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS**

Through June 30, 2025

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PREAMBLE

This AGREEMENT, entered into by and between the Town of Ridgefield, hereinafter referred to as the "Town", and Local 1739, International Association of Fire Fighters, hereinafter referred to as the "Union", is designed to maintain and promote a harmonious relationship between the Town of Ridgefield and such of its employees who are within the provisions of this contract in order that more efficient and progressive public service may be rendered.

ARTICLE I - RECOGNITION

Section 1.01. The Town hereby recognizes the Union as the exclusive representative and bargaining agent for the bargaining unit consisting of all Captains, Fire Marshals, Lieutenants and Fire Fighters, excluding the Assistant Chiefs, the Chief and unpaid Volunteer Fire Fighters.

ARTICLE II - DUES DEDUCTION

Section 2.01. Each employee shall have, and be protected in the exercise of the right to join and remain as a member of, and the right to refuse to join or become a member of, the Union, free from interference, restraint or coercion.

Section 2.02. The Town agrees to deduct from the pay of all its full-time employees, who in writing authorize such deductions from their wages, such membership dues or service fees, as may be fixed by the Union. Should an employee who is voluntarily paying services fees revoke such authorization at any time, the Town will immediately cease those deductions pursuant to the revocation and as required by law. Should an employee who is voluntarily paying Union dues revoke such authorization, the Town will inform the Union of the revocation, and will cease those deductions for that employee unless otherwise directed by the employee or the Union.

Section 2.03. In consideration of the Town entering into the provisions of this Article, the Union hereby agrees to indemnify the Town and hold it harmless from any and all claims, liability, costs, and attorney fees which the Town incurs because of entering into or enforcing this Article.

Section 2.04. Union Activity Protected. Except for the right to strike, to picket Town property, to withhold services or to engage in any other concerted stoppage of work, all of which are hereby prohibited, all other Union activities are protected. Nothing shall abridge the right of any duly authorized officer and representative of the Union to present the view of the Union to the citizens on issues which affect the welfare of its members.

ARTICLE III - MANAGEMENT RIGHTS

Section 3.01. The Town retains all rights it had prior to the signing of this Agreement, except as such rights are specifically relinquished or abridged by this Agreement.

ARTICLE IV - PROBATIONARY EMPLOYEES

Section 4.01. All new employees shall be subject to a probationary period of one (1) year. A newly hired probationary employee may be released by the Employer without recourse by the Union. Any employee promoted for a probationary period and found to be unsatisfactory during such period shall be reinstated to his/her previous position or equivalent without loss of seniority, rank, grade or pay of his/her previous position. An employee who has satisfactorily completed his/her probationary period shall be entitled to the full rights and protection of this Agreement. (Nothing contained herein shall be used to deny any employee any rights or any benefits which he/she may be entitled to under the pension provisions covering employees of the Paid Fire Department.)

Section 4.02. A newly hired probationary employee shall be entitled to representation by the Union and a hearing in the event that the Town shall decide to release him/her during his/her probationary period. However, the final decision to release probationary employees shall be in the sole discretion of the Town and shall not be subject to the grievance and arbitration procedure.

Section 4.03. Employees hired after July 1, 2011, but before the signing of this agreement, who voluntarily resigns from the Fire Department for employment in another Fire or EMS Agency shall reimburse the Town for expenditures related to the initial training program according to the following schedule:

<u>Date of Resignation</u>	<u>Reimbursement Amount</u>
One year or less after completion of training	\$9,000
More than One to Two years after completion of training	\$6,000
More than Two to Three years after completion of training	\$3,000
More than Three years after completion of training	- 0 -

Employees hired after the signing of this agreement, who voluntarily resign from the Fire Department for employment in another Fire or EMS Agency shall reimburse the Town for expenditures related to the initial training program according to the following schedule:

<u>Date of Resignation</u>	<u>Reimbursement Amount</u>
One year or less after completion of training	\$15,000
More than One to Two years after completion of training	\$8,000
More than Two to Three years after completion of training	\$5,000
More than Three years after completion of training	- 0 -

The Union is not responsible for any reimbursements owed the Town under this Section. The Town shall hold the Union harmless from any action against the Union arising out of this Section.

Employees subject to this article will be required to sign an enforceable promissory note when first employed by the Town, which the Town will use as the legal agreement in order to pursue the individual to reimburse from the Town.

ARTICLE V - HOURS

Section 5.01. Work Schedule (24 Hour Day). The regular work week shall average 42 hours scheduled in the following manner:

One (1) work day,
followed by one (1) day off,
followed by one (1) work day,
followed by four (4) days off,
followed by one (1) work day,
followed by four (4) days off.

This schedule shall be repeated during the contract year.

One (1) work day shall mean from 8:00 A.M. to the following 8:00 A.M. A half (1/2) work day shall mean either from 8:00 A.M. to 8:00 P.M. or from 8:00 P.M. to 8:00 A.M.

Section 5.02. Work Schedule (Others).

- a. **Work Schedule Fire Marshal.** Notwithstanding Section 5.01, the normal weekly schedule of hours worked by the Fire Marshal shall be forty (40) hours, five (5) days per week, eight (8) hours per day. However, subject to the approval of the Chief or his or her designee, the Fire Marshal may rearrange eight (8) hours per week as needed to meet the requirements of his/her job.
- b. **Work Schedule Day Fire Fighter (12 Hour Day).** Notwithstanding Section 5.01, the normal weekly schedule of hours worked by a 12-hour day shift Fire Fighter shall be an average of forty-two (42) hours per week scheduled in the following manner:

Three (3) consecutive workdays,
Followed by three (3) consecutive days off.

This schedule shall be repeated during the contract year.

The Fire Fighter day shift shall be 8 a.m. to 8 p.m. Among employees who are classified as Fire Fighters, volunteers shall be sought for the day shifts and day shift assignments shall be made in accordance with seniority. If there are no volunteers, the least senior Fire Fighter(s) shall be assigned to the day shift.

When there is a permanent vacancy in a twenty-four-hour day shift position, twelve-hour day shift employees shall be given the first opportunity to fill the vacancy.

- c. **Work Schedule during Orientation and Academy Training.** Newly hired Probationary employees may be required to attend the Recruit Program at the Fire Academy. The schedule at the Academy will be the schedule of the employee for the duration of the program. During the Fire Department Orientation period, as determined by the Chief, probationary employees will work 0800 to 2000 on a three (3) day on, three (3) day off rotation, or an 0800 to 1600 Monday through Friday shift, based on

department needs as determined by the Chief or his/her designee. Fire Department Orientation will be no longer than six months, including time before and/or after Fire Academy Recruit School if necessary.

Section 5.03. Definitions.

- a. For an employee working the schedule set forth in Section 5.01: The term "Work Day" shall mean any twenty-four (24) hour period that an employee is scheduled to work. The term "Half Work Day" shall mean any twelve (12) hour period that an employee is scheduled to work.
- b. For a twelve-hour day shift employee working the schedule set forth in Section 5.02-a, the term "Work Day" shall mean any twelve (12) hour period that an employee is scheduled to work and the term "Half Work Day" shall mean any six (6) hour period that an employee is scheduled to work.
- c. For those employees scheduled to work five (5) days per week, "Work Day" shall mean any eight (8) hour period that an employee is scheduled to work and the term "Half Work Day" shall mean any four (4) hour period that an employee is scheduled to work.
- d. A twenty-four (24) hour employee will not be involuntarily assigned to a twelve (12) hour shift.

Section 5.04. Mutual Exchange of Work Days. Each employee shall be granted leave with pay for any day or days on which he/she is able to secure another employee to work in his/her place provided the Chief approves the swap and the following conditions are met:

- a. Within the same category as their position or as outlined here within: Firefighter/EMT with Firefighter/EMT, Firefighter /Paramedic with Firefighter/Paramedic, Acting Officer/Officer with Acting Officer/Officer.
- b. Not within the same category as their position or as outlined here within: Firefighter/EMT with Firefighter/paramedic provided at least two Firefighter/Paramedics remain scheduled to work on both days at the time the substitution is submitted to the Chief. The Town and Union agree that this will be suspended if the number of non-officer Firefighter/Paramedics drops below twelve (12) and will be reinstated when the number of non-officer/paramedics increases above twelve (12).
- c. The officer in charge of the tour of duty on which the substitution is to be made and the Chief or his/her designee are notified at least forty-eight (48) hours in advance; emergency swaps may be approved with just twelve (12) hours' notice provided the member includes the reason for the emergency and no more than one (1) such emergency swap occurs per quarter.
- d. Such substitution does not require more than forty-eight (48) hours of continuous duty worked by the substitute without an off-duty period of at least twenty-four (24) hours;

- e. The work days to be exchanged shall be equal in hours, shall be within the same calendar year, and shall be identified so that the work schedule may be modified to record the substitution.
- f. Such substitution does not prevent the employees from attending scheduled training. For this purpose, training does not include routine daily training. Once a substitution is scheduled, it will not be rescinded for training.
- g. Employees are limited to four (4) substitutions within the twenty-four (24) day work period.
- h. Substitutions for less than half (1/2) days are not permitted, except that substitutions of three (3) hours or less may be allowed with the approval of the Chief or his/her designee and the three (3) hours are at the beginning or end of a shift or half-shift. Half-day substitutions shall be permitted provided the half-day begins at 8:00 a.m. or 8:00 p.m.

Shift Commanders are limited to forty-eight (48) hours of swaps per month.

Additional swaps by the Shift Commanders may be allowed with approval from the Chief or his/her designee for attendance at classes approved in accordance with Section 23.07 of this agreement. The dates of classroom requirements must be provided from the educational institution to substantiate any and all swap request for this purpose.

The substituting employees may not take a vacation day or training day on the day of the substitution. If the substituting employee is sick on the day of the substitution, he or she will be charged a sick day. If an employee is granted funeral leave in accordance with Section 13.01 of this agreement on the day of the substitution, funeral leave will be charged for the swap.

Swap forms must be signed by both parties and submitted to the Chief or his/her designee for approval. At the time of submission, the forms must include a payback date.

Any substitution that does not comply with the above conditions shall not be permitted.

Anyone serving in an acting capacity for the purpose of swaps will waive their acting compensation.

ARTICLE VI - OVERTIME AND PREMIUM

Section 6.01. Time and one-half, namely 1-1/2 times the employee's normal hourly rate of pay, shall be paid in the following instances:

- a. All work performed in excess of the regularly scheduled daily working hours.
- b. All work performed in excess of the regularly scheduled weekly working hours.
- c. Exception: Training while off-duty shall be paid at the employee's straight time hourly

rate of pay, except as outlined in 6.01d. In order to attend training, the member must first get approval from the Chief or his designee. This paragraph does not pertain to shift training as outlined in Section 20.07B, company drills or the like as coordinated by the Shift Commander for on-duty members.

- d. Exception: Approved training out-of-state which may include off-duty and workday time, will be paid at straight time. The department will pay the normal course costs, travels expenses, and the normal shift(s) missed. If the number of hours in class is greater than the amount of shift missed, the Town will pay for straight time training for these hours.

[For example, if a FF misses 1 full week of work and had 2 – 24hr shift missed, the employee would get paid their normal pay for the week, unless the class-time training hours were greater than 48 hr, in that one-week course. In that situation, the time above 48 hours would be paid as training straight time.]

If it was like a normal classroom/training session which is 8 hrs per day for the week, then the employee would be paid for the 2 shifts missed – a total of 48 hours, only. The Town will not pay for hours for non-classroom/training activities as hours worked.]

Any overtime worked by an employee will be rounded to the nearest 15-minute increment (i.e., employee time from one (1) to seven (7) minutes will be rounded down and employee time from eight (8) to fourteen (14) minutes will be rounded up). This does not reduce the amount of time paid in accordance with this agreement and contractually obligated minimums as outlined here within. Once contractually obligated minimums are met, then the rounding to the nearest fifteen-minute increment will begin.

Section 6.02. Except as provided in this Section, all work performed on holidays hereinafter specified shall be paid for at the straight time rate in addition to holiday pay so specified in Article VII. Work performed on Christmas shall be paid at time and one-half in addition to holiday pay. For this purpose, Christmas is defined as the hours from 8:00 p.m. on Christmas Eve to 8:00 p.m. on Christmas Day.

Section 6.03. Employees reporting in response to a general alarm of fire shall be paid at the overtime rate for the actual time worked. The Town shall guarantee a minimum of four (4) hours of pay to those employees reporting under this paragraph. Employees responding to general alarms shall be required to sign in to be eligible for this overtime and guaranteed minimum. If the general alarm is an accidental alarm or an alarm that is cancelled within fifteen (15) minutes of the general alarm, there will be no pay, except when employees actually responds to the firehouse and signs in. If terminology used by the Fire Department changes such that the phrase “general alarm” is no longer used, this provision shall apply to equivalent of a general alarm. If the dispatcher fails to call a general alarm, no payment is due to employees for failing to be called by dispatch.

Section 6.04.

- a. Whenever work is required to bring the Department up to minimum manpower strength, as determined by the Town, such work shall be rotated among the qualified off-duty

employees of this Department. The names of employees shall be placed on a work assignment roster in the order of their rank and then their seniority. If an employee works an additional work assignment, whether the additional work assignment would entail straight time or overtime pay, or refuses such an assignment, and not otherwise, his/her name shall be placed at the bottom of the rotating work assignment roster. If no one on the roster accepts the assignment, the employee standing highest on such rotating roster shall be ordered to work such assignment.

- b. Under no circumstances shall more than one employee at a time be called to work and be compensated in connection with the replacement of any absent employee.
- c. Should the Chief or his/her designee determine the need for staffing above the 8-person minimum for temporary events such as weather emergencies or disaster support, and the duration of this additional staffing need exceeds twelve (12) hours, the Chief will coordinate with the Shift Commander to supply provisions for one meal for each of those members on duty during the extended above 12-hour period. Arrangements will be made to include the employees assigned to Station 2.

ARTICLE VII - HOLIDAYS

Section 7.01. Employees shall be entitled to the following holidays, with full pay:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
Lincoln's Birthday	Veterans' Day
Washington's Birthday	Thanksgiving Day
Good Friday	Day After Thanksgiving
Memorial Day	Christmas Day
Independence Day	

Section 7.02. Holiday pay shall be distributed twice each year as follows:

- a. For those holidays occurring between December 1 and May 31 each year, payment shall be made in one sum on or before June 15 following the end of the six-month period.
- b. For those holidays occurring between June 1 and November 30 each year, payment shall be made in one sum on or before December 15 following the end of the six-month period.
- c. Employees absent with or without pay when a holiday occurs shall not earn holiday pay except in the following instances: (1) Employees on injury leave and receiving Workers' Compensation benefits due to work-related injury (not heart and hypertension benefits); (2) employees on vacation or funeral leave; and (3) employees on their regular day off.
- d. Because of the varying work schedule, holiday pay shall consist of nine (9) hours of straight time base hourly rate.

Section 7.03. This Article as applied to the Fire Marshal shall mean that such employee shall take holidays off in lieu of holiday pay.

ARTICLE VIII - VACATIONS

Vacations will be granted in accordance with the vacation policy of the Town as follows:

Section 8.01. Vacation leave shall not be taken until the employee has completed six (6) months of service. A "week of vacation" shall mean two (2) work days for a Fire Fighter on a twenty-four hour work schedule. In the case of the Fire Marshal, a week of vacation shall mean five (5) eight (8) hour work days. In the case of a twelve-hour day shift Fire Fighter, vacation shall be as specified in the Sections below.

Section 8.02. Employees with over six (6) months of service but less than twelve (12) months of service as of December 31st of any year will receive one (1) week of paid vacation leave in that calendar year. For a twelve-hour day shift Fire Fighter, this shall mean four (4) work shifts.

Section 8.03. Employees with over twelve (12) months of service but less than five (5) years of service as of December 31st of any year will receive two (2) weeks of paid vacation leave in that calendar year and thereafter. For a twelve-hour day shift Fire Fighter, this shall mean seven (7) work shifts.

Section 8.04. Employees with over five (5) years of service as of December 31st of any year will receive three (3) weeks of paid vacation leave in that calendar year and thereafter. For a twelve-hour day shift Fire Fighter, this shall mean eleven (11) work shifts.

Section 8.05. Employees with over twelve (12) years of service as of December 31st of any year will receive four (4) weeks of paid vacation leave in that calendar year and thereafter until they have completed twenty (20) years of service when they shall receive one-half (1/2) additional paid work day for each year of service completed thereafter to a maximum of five (5) weeks of vacation. For a twelve-hour day shift Fire Fighter, this shall mean fourteen (14) work shifts for over twelve (12) years until the completion of twenty (20) years, when they shall receive one-half shift for each year of service completed thereafter to a maximum of eighteen (18) work shifts of vacation.

Section 8.06. Upon termination of employment for any reason, employees shall receive prorated vacation pay as follows at termination:

- a. For those employees normally entitled to one (1) week vacation leave, four (4) hours pay for each full month of service completed from January 1st through the date of termination, not to exceed a total of forty (40) hours (less any vacation taken).
- b. For those employees normally entitled to two (2) weeks' vacation leave, eight (8) hours pay for each full month of service completed from January 1st through the date of termination, not to exceed a total of eighty (80) hours (less any vacation taken).

- c. For those employees normally entitled to three (3) weeks' vacation leave, twelve (12) hours pay for each full month of service completed from January 1st through the date of termination, not to exceed a total of one hundred twenty (120) hours (less any vacation taken).
- d. For those employees normally entitled to four (4) or more weeks' vacation leave, sixteen (16) hours pay for each full month of service completed from January 1st through the date of termination, not to exceed a total of one hundred sixty (160) hours (less any vacation taken).
- e. Vacation carried over pursuant to Section 8.08 shall not be paid at termination.

Section 8.07. Selection of Vacation.

- a. Employees will choose their vacation on a seniority basis by shift subject to the following limitations. No employee will choose more than two (2) successive weeks of vacation while exercising his/her first choice of vacation. No employee, who is entitled to more than one week of vacation and chooses one week vacation, may choose additional weeks of vacation until all members have had their first choice of vacation. Employees with more than two (2) weeks of vacation eligibility will choose their additional vacation period on the basis of seniority after employees with two (2) or less weeks of vacation have chosen theirs.
- b. An employee may select half work days of vacation leave on an individual day basis subject to this paragraph. Requests for such individual day vacation will at all times be secondary to the scheduling of another employee's full weeks' vacation which shall take precedence. All requests for vacation shall be in writing.

Ordinarily, such requests shall be made seven (7) days in advance. However, the Chief or his/her designee shall accept requests made with less than seven (7) days' notice under the following conditions:

- 1. There is at least forty-eight (48) hours' notice.
- 2. The request is not for a time when the employee is scheduled for training.
- 3. The granting of the request will not impose extra cost on the Town.
- 4. The granting of the request will not require closing the Ridgebury station.
- c. Except when employees are absent because of National Guard or Reserve field training, two employees will be scheduled for vacation.
- d. On a two Medic Shift, a Fire Fighter may take a vacation day when a medic is also on vacation.

Section 8.08. The vacation year shall be January 1 through December 31. Vacation must be used in the year in which it is earned, except that an employee shall have the option to carry over up to one (1) week of vacation into the next calendar year.

ARTICLE IX - UNION BUSINESS LEAVE

Section 9.01. The Town will recognize the three members of the Union Negotiation Committee for the purpose of negotiating the terms of a contract and two employees of such group shall suffer no loss of pay when attending meetings for this purpose, if such meetings shall occur during their tour of duty. All three members shall be excused from duty while attending negotiation meetings but the remaining one employee, if scheduled to work during contract meetings, shall arrange for an acceptable substitute at no additional cost to the Town.

Section 9.02. The Town will recognize the two members of the Union Grievance Committee for the purpose of processing grievances at meetings between the Town and the Union and one employee of such group shall suffer no loss of pay when attending meetings for this purpose, if such meetings shall occur during his/her tour of duty. The other member of the Committee shall be excused from scheduled duty provided he/she shall arrange for an acceptable substitute at no additional cost to the Town.

Section 9.03. The Town will permit time off without pay for employees to attend Union meetings, conventions, and educational conferences under the following conditions:

- a. Reasonable advance notice of such meetings must be given to the Chief or his/her designee, stating the names of the members who will be attending and the duration of their absence.
- b. No more than a total of two (2) employees shall be absent on any one occasion for that purpose.
- c. A qualified replacement for the absent employee shall be available in the Department during the absence of an employee for such purposes. A qualified employee shall be deemed to mean another employee in the same classification as the absent employee.

ARTICLE X - SICK LEAVE

Section 10.01. Occasional Leave.

- a. An occasional leave for sickness or accident (not job connected) shall mean any absence for such reason of seven (7) or less consecutive calendar days.
- b. Employees with more than six (6) months of continuous service, occasional days of absence due to illness or injury of the employee shall be paid up to a total of eighty-four (84) hours of paid absence in any calendar year. Any absences in excess of eighty-four (84) hours shall only be paid if the department head specifically requests such payment from the Board of Selectmen.
- c. Employees with less than six (6) months of continuous service may be paid for such

absences only when the department head specifically requests such payment from the Board of Selectmen.

- d. Employees working the schedule set forth in Section 5.01 may take sick leave in either twelve (12) hour or twenty-four (24) hour increments.
- e. Unused paid occasional sick leave hours may be accumulated from year to year without limit. While employed, an employee may draw against accumulated sick leave only to supplement short-term disability benefits, or effective after the signing of this agreement sick bank may be used for approved FMLA leave as outlined below, after the current year's eighty-four (84) hour sick day allotment has been exhausted or other paid time off as outlined below. At retirement, accumulated sick leave shall be paid at the rate of fifty percent (50%) for each hour accumulated. Retirement shall mean immediate eligibility for normal retirement under the terms of the Town of Ridgefield Fire Fighters Union Pension Agreement.
 - 1. For approved FMLA leave, the employee may draw from accumulated sick bank for being the caregiving for a disabling illness of a spouse, parent, or their birth or adopted child, with doctor certification, and after exhausting the employee's current vacation time.
 - 2. For approved FMLA leave for the birth or adoption of a child, after exhausting the employees current vacation time for the non-birthing parent, or disability and vacation time for the birthing parent.
 - 3. For other approved FMLA circumstances, only after exhausting the employees allocated paid vacation or sick time off first.

Section 10.02. Income Protection Plan.

10.021. Disability benefits are designed to provide cash income to any employee who is totally disabled by a non-job related injury or sickness or pregnancy, and is therefore prevented from performing the duties of his or her occupation. To be eligible for disability benefits, an employee must have completed six (6) months of continuous employment by the Town. In order to be eligible for any income protection under this section, the employee must provide updated doctor's notifications on work status and availability for light duty after each doctor's visit or every thirty (30) days, whichever is earliest.

10.022 - Short Term Disability

(A) Short term disability shall apply to any extended absence for sickness or non-job-related injury of three (3) or more consecutive twenty-four (24) hour shifts missed for employees on 24 hr rotating schedule or four (4) or more consecutive twelve (12) hour shifts for those on the rotating 12-hour shifts, starting with the first shift missed due to disability.

(B) Weekly benefits will be paid in the amount of one hundred percent (100%) of normal weekly straight time earnings for a maximum duration of two weeks if approved by the Chief and Human Resources. Information on the injury/illness, the frequency of utilizing disability and other factors may be used in the decision-making process for the approval of paid time. If the Chief and HR do not approve all or part of the two weeks, the employee, at his/her option, may use all or part of his/her unused occasional days for the unpaid portion of the two (2) weeks.

(C) After the first two weeks of absence and for a maximum duration of twenty-six (26) weeks, weekly benefits will be paid in the amount of sixty-six and two thirds percent (66-2/3%) of normal weekly straight time earnings, provided the employee is under the care of a licensed physician.

10.023 - Long Term Disability

(A) An employee who, after twenty-six (26) weeks, continues to be totally disabled and unable to perform his/her own job shall be eligible for benefits under this Section for the length of the total disability up to a maximum of twenty-four (24) months from his/her last day of work. Thereafter, if the employee is totally and permanently disabled and unable to perform any other occupation or trade to which he/she is suited by reason of education, rehabilitation, or training, he/she shall continue to be eligible for benefits under this Section up to the normal retirement date of the Federal Social Security Act (presently age 65).

(B) Notwithstanding the foregoing, Subsection 10.023 (A), if, after twenty-four (24) months of absence, an employee is able to perform work other than his/her own job and shows repeated and diligent effort to find work and has been unsuccessful in obtaining employment, the employee shall remain eligible for benefits under this Section for as long as he/she continues to seek work until he/she obtains employment, provided, however, that, if the Town offers the employee employment in an established position which pays at least eighty percent (80%) of his/her salary at the time of disablement, and the employee refuses the Town's offer, the employee shall no longer be eligible for benefits under this Section.

(C) The long term disability benefits shall be equal to fifty percent (50%) of the employee's normal monthly straight time earnings at the time of disablement less any payments for which he/she is eligible from Social Security and any other insurance or pension plan to which the Town has contributed.

Section 10.03. This Sick Leave Article shall apply to employees disabled from hypertension and heart disease, provided that the disability benefits shall be offset by any benefits which the employees receive under the law providing benefits to fire fighters for hypertension and heart disease.

ARTICLE XI - INJURY LEAVE

Section 11.01. Each employee who is injured or disabled in the performance of his/her duties shall be entitled to injury leave, upon doctor's notification of temporary total disablement. Updated doctor's notes are required after each doctor's visit with an updated work status.

Section 11.02. If the employee qualifies for and is receiving temporary total disability benefits under the workers' compensation law, the Town shall pay the employee the difference between the amount of workers' compensation and his/her gross regular straight time pay at the time of disablement less F.I.C.A. and federal and state income tax withholding. This differential shall be paid until such time as the employee is able to return to his/her regular duties or until he/she has reached maximum improvement, but in no event for more than one year from the date of disablement.

Section 11.03. Should an employee who has been injured or disabled reach his/her normal retirement date while on injury leave, he/she will, at normal retirement date, be paid at a rate no less than sixty percent (60%) of the average annual base salary of the last three (3) years which he/she worked prior to the date of such injury or disability. Such rate will be reduced by an amount equal to any payments made under the Connecticut Workers' Compensation Law, exclusive of any specific award, and further reduced by any payments made to the employee under the disability provisions of the then current Old Age and Survivors Insurance Act (Social Security Act) or fifty percent (50%) of the primary Social Security Benefit amount (when earned) determined in accordance with the current Act, and further reduced by any payments made because of any benefit plan, to which the employer had contributed exclusively.

Section 11.04. The Town and the Union recognize that there may be a delay in determining whether or not an employee qualifies for temporary total disability benefits under the Workers' Compensation Law and that such delay could cause an interruption to the employee's income stream. In order to alleviate this situation, the Town shall advance the employee his/her normal weekly straight time earnings for up to four (4) weeks, provided the employee is totally disabled from performing his/her job. Thereafter, if there is no disposition of the claim and the employee remains totally disabled, the Town shall advance the employee an amount equal to sixty-six and two-thirds percent (66-2/3%) of his/her normal weekly straight time earnings. When a final disposition of the claim is made, if the claim is denied and the employee remains totally disabled from performing his/her job, the Town shall pay benefits under the Sick Leave Article, retroactive to the employee's first day of absence. If advances made pursuant to this Section result in an overpayment or underpayment of sick leave benefits, the Town shall make adjustments required to conform to the Sick Leave Article. If the claim is approved and the employee qualifies for temporary total disability benefits, the initial workers' compensation benefit check will not be released to the employee until the employee reimburses the Town for any overpayment caused by advances made pursuant to this Section.

Section 11.05. In the event the workers' compensation law is amended with the effect of reducing benefits paid thereunder, this Article shall be reopened for negotiation.

Section 11.06. If an employee is sent to the Town physician for a return-to-work exam, and they deem work lab physical therapy or any therapy necessary, the employee will not lift

more than fifty (50) pounds in the work lab.

Section 11.07. The Town, at its discretion, may provide a temporary light duty assignment to an employee who is disabled, but not totally disabled, due to a work-related or non-work-related illness or injury and, as a result of such disability, is unable to perform the essential functions of his/her regular position for a period of time greater than one work day. The determination of the availability of light duty work shall be at the sole discretion of the Town. Employees assigned to light duty shall be limited to a maximum of forty-eight hours of work each week unless the hours are extended due to an emergency departmental need which the employee is able to meet. Light duty assignments will be with the employee's regularly assigned shift in accordance with section 5.01 of this agreement, and employees on Light Duty shall not be considered part of the minimum manpower.

To be eligible for consideration for a light duty assignment, the employee must provide medical documentation to the Town as follows:

- (1) Non-job-related illness or injury. A statement from the employee's physician giving the nature of the disability, the employee's restrictions and the expected duration of the disability. The employee may then be referred to the Town physician for evaluation, a final determination of the restrictions and an assessment of the employee's ability to perform any available light duty work.
- (2) Job-related illness or injury. A statement from the Workers' Compensation treating physician giving the nature of the disability, the employee's restrictions, the expected duration of the disability and an assessment of the employee's ability to perform any available light duty work. Based on the determination of the WC carrier and/or the WC Commission, the employee may be sent to additional providers to determine work status.

Light duty assignments are temporary and will be discontinued if any of the following occur:

- a. The Town or WC treating physician returns the employee to full duty with no restrictions.
- b. The Town or WC treating physician(s) determines that the employee is no longer capable of continuing with a light duty assignment.
- c. There is no longer any available work within the fire department that would accommodate the employee's capabilities.
- d. The Town or WC physician(s) or WC Commission determines that the employee has reached maximum improvement and will not be able to return to his/her regular position. The Town will then consider reassignment of the employee to another available Town position for which the employee is qualified or placing the employee on inactive status pursuant to Article XII.
- e. An employee has been on light duty for a period of sixty calendar days. Sixty calendar days is the maximum time allowed for an employee to remain on light

duty. This provision notwithstanding, the Chief may, in his or her sole discretion, extend the period of light duty beyond sixty (60) days.

If the Town physician, WC physician, or Workers Compensation Commissioner states that the employee is unable to perform the available light duty work, the employee's absence will be treated under the provisions of the injury leave article. If the disability is work-related and under the sick leave article if the disability is non-work related. Upon the employee's return to injury or sick leave, any applicable benefits shall be paid by the Town as though the leave had continued uninterrupted by the period of time the employee was assigned light duty.

ARTICLE XII - STATUS OF EMPLOYMENT DURING EXTENDED PERIOD OF DISABILITY

Section 12.01. An employee who is absent due to a long term disability, both work-related and non-work-related, must keep the Town advised of the status of his/her disability by providing periodic medical documentation, including but not limited to the diagnosis, treatment, and expected duration of the disability. At any time after six (6) months of absence and before two (2) years from the date of disability, the Town may give notice to the employee directing him/her to provide written documentation from his/her physician that details the nature of his/her disability, the dates of treatment, and a prognosis for return to work, including whether or not the employee has reached maximum medical improvement and whether or not the employee is expected to recover to the extent that he/she will be able to fully perform the duties of the position he/she held on the date of his/her disability. The Town may refer the employee for a medical evaluation by a second physician selected and paid by the Town. When there is a conflict between the opinion of the employee's physician and the opinion of the physician selected by the Town, a third medical opinion shall be obtained from a physician with the appropriate medical specialty. Said physician shall be mutually selected by the first two physicians. Any portion of the third medical examination not covered by the employee's health insurance shall be paid by the Town. The third medical opinion shall prevail.

Section 12.02. For the purposes of this Article, "Date of Disability" is the first day the employee was unable to report to work due to the disabling illness or injury. Successive periods of disability separated by less than three calendar months are considered as the same disability when the cause of disability remains the same.

Section 12.03. In the event an employee refuses to provide medical documentation or to report for the required medical evaluations described in Section 12.01, the employee's status shall be changed to termination as of the date of the refusal.

Section 12.04. The Town may place an employee who has been absent due to long term disability on inactive status as follows:

- a. When, under the long term disability plan or under workers' compensation procedures, the employee reaches maximum medical improvement and is unable to return to work to perform the duties of the position he/she held on the date of disability, or the duties of any other position made available at the option of the Town; or

- b. When an employee who has been absent due to a non-work related illness or injury or due to a work-related illness or injury remains absent for two (2) years from the date of disability.

Section 12.05. An employee on inactive status shall be eligible for continuing insurance benefits as required by applicable federal and state law.

Section 12.06. Nothing in this Article shall abridge the rights of the employee under the Workers' Compensation laws.

ARTICLE XIII - FUNERAL LEAVE

Section 13.01. In order to permit participation in and attendance at funeral services for a member of the immediate family of an employee, a leave of absence with pay shall be granted to the employee in accordance with the following schedule:

- a. Not to exceed five (5) consecutive calendar days for those working a 5-2 schedule, not to exceed two (2) 24 hour shifts for those working 24 hour shifts and not to exceed four (4) twelve hour shifts for those working 12 hour shifts in the event of the death of a spouse, child, mother, father, sister or brother.
- b. Not to exceed three (3) consecutive calendar days for those working a 5-2 schedule, not to exceed one (1) 24 hour shift for those working 24 hour shifts, not to exceed three (3) twelve shifts in the event of the death of a mother-in-law, father-in-law, grandparent, grandchild and any relation of an employee in immediate residence with such employee.
- c. Not to exceed one (1) day for those working a 5-2 schedule, not to exceed one (1) 12-hour shift for both 24 and 12-hour shift workers, in the event of the death of a sister-in-law, brother-in-law, aunt, uncle, niece or nephew, or non-relation permanently residing with such employee.
- d. Additional days of funeral leave for attendance at the funeral or wake of a relative not specified above may be granted at the sole discretion of the First Selectman or designee, upon the recommendation of the Fire Chief.
- e. Employees who engage in any other type of gainful employment while on funeral leave shall be deemed to be not participating in and not attending funeral services.

ARTICLE XIV - LEAVE OF ABSENCE WITHOUT PAY

Section 14.01. The Town may grant a leave of absence without pay to any employee upon his/her request, for a period not to exceed one (1) year, except in the case of Military Duty (wherein the requirements of law shall apply). Upon expiration of an approved leave of absence, or earlier if so requested by such employee and approved by the Town, he/she shall be reinstated in the position which he/she held at the time the leave was granted. There shall be no credit given for longevity purposes, for example, in salaries or benefits for the time spent on such leaves.

ARTICLE XV - MILITARY SERVICE

Section 15.01. Every employee who enlists, or who is drafted in the Armed Forces of the United States, or who through any other procedure is called into active duty with such Armed Forces, will be placed on Military Leave. The Employer shall recognize its employment obligations for such returning veterans as provided by law.

Section 15.02. Employees who are ordered to reserve training with the National Guard or other reserve units of the United States Armed Forces or are deployed shall receive the difference between their normal weekly base salary and their military pay for such absences. This payment shall apply only to a maximum of thirty (30) calendar days per year, or whatever Federal Law dictates, whichever is greater.

ARTICLE XVI - GRIEVANCE PROCEDURE

This procedure is established to seek an equitable resolution of problems that arise as a result of an employer-employee relationship with the Fire Department.

Section 16.01. Purpose. The purpose of the grievance procedure shall be to settle employee grievances on as low an administrative level as possible so as to insure efficiency and maintain employee morale.

Section 16.02. Definition. A grievance for purposes of this procedure shall be considered to be an employee or Union complaint concerned with:

- a. Discharge, suspension or other disciplinary action against an employee covered by this Agreement. Discipline against employees other than newly hired probationary employees shall be only for just cause.
- b. Application and interpretation of the Articles and Sections of this Agreement.
- c. Discharge of a newly hired probationary employee shall not be subject to the grievance procedure, pursuant to Article IV.

Section 16.03. Time Extensions. Time extensions beyond those stipulated in this procedure may be arrived at by mutual agreement of the parties concerned. A "day" as used in this Article shall mean a business day. A business day is defined as Monday through Friday, excluding Holidays or other days on which Town Hall is closed.

Section 16.04. Procedure.

- a. Nothing contained herein shall prevent any employee from representing himself in the first, second and third steps of the grievance procedure. The Union shall be the exclusive representative for filing for arbitration.
- b. No grievance settlement made as a result of an individually processed grievance shall contravene the provisions of this Agreement.

STEP #1

Any department employee may, with or without a Union or other representative, discuss his/her grievance with the Assistant Chief/Acting Assistant Chief.

STEP #2

If the Assistant Chief/Acting Assistant Chief and the employee cannot reach an agreement on the grievance, the grievance shall be transposed in writing, signed by the aggrieved or his/her representative, and submitted, within fourteen (14) days of the event giving rise to the grievance, to the Chief of the department who shall use his/her best efforts to settle the dispute. The Chief shall submit his/her decision in writing to the aggrieved employee and his/her representative, if represented, within seven (7) days of the receipt of the grievance.

STEP #3

If the complainant and his/her representative, if represented, are not satisfied with the decision rendered by the department head, he/she or his/her representative shall submit the grievance in writing to the First Selectman within ten (10) days of the Step #2 response. The First Selectman shall, within ten (10) days of receipt of the grievance submit his/her decision in writing to the complainant and his/her representative, if represented.

STEP #4

- a. If the grievance shall not have been disposed of to the satisfaction of the aggrieved, either party must submit it to a tri-partite arbitration panel within twenty (20) days after receipt of the First Selectman's decision. The panel shall be appointed by the Connecticut State Board of Mediation and Arbitration. The decision of the Board shall be final and binding on all parties.
- b. The panel shall have no authority to add to, enlarge upon, subtract from or in any way modify the terms of the Agreement or make any recommendations thereto. The decision of the panel shall be final and binding on all parties.
- c. It is understood and agreed that questions involving changes in the terms and provisions of this Agreement or the terms and provisions to be included in any subsequent agreement, the Town's management functions (except as specifically relinquished or abridged by this Agreement) and a general wage increase are specifically excluded from the grievance procedure or arbitration thereunder.

ARTICLE XVII - MANPOWER

Section 17.01. In order to provide adequate service to the residents of the Town and to protect the health and safety of the employees in the bargaining unit, the following applies:

Effective January 1, 2017, the minimum staffing per shift will be eight (8). Should the Fire Commission and Board of Selectmen determine that this level of staffing is not meeting their financial or other needs, by a 2/3 majority vote they may return the minimum staffing to six

(6) persons per shift.

Section 17.02. In the event the manpower on duty referred to in Section A above shall fall below the minimum strength, the Town will fill such shortages from other available members of the bargaining unit by overtime work assignment.

Section 17.03. Lieutenants will be assigned to the Ridgebury station. When a Captain is not scheduled or is absent, a lieutenant may be assigned to Headquarters and an acting Lieutenant may be assigned to the Ridgebury station. There must be one sworn officer on duty at all times.

Section 17.04. So long as the program in Section 17.01 is in effect, the minimum number of operating fire/medics will be 12 Non Officer fire/medics.

ARTICLE XVIII - UNIFORMS AND EQUIPMENT

Section 18.01. Upon confirmation of the appointment of an applicant to the Fire Department, the Town will provide such new employee with the uniforms and equipment needed in his/her position in accordance with the established department list.

Section 18.02. The Town shall provide and replace as necessary uniforms and equipment, including firefighting gear, for all employees, in accordance with a list agreed upon by the Town and the Union. Forms developed by the Town and the Union shall be used in ordering uniforms and equipment. To be eligible for any new or replacement uniform pieces, and prior to authorization for any new or replacement pieces, the old or destroyed pieces must be turned into the Chief or his/her designee for inspection and authorization for replacement. The Chief or his/her designee has the right to inspect and reclaim uniforms and equipment for which replacements are authorized. Employees shall not make any uniform requests for family members or friends. Requested uniform sizes will match the size of the employee only and will only be provided after approval by the Chief or his/her designee. Upon termination, employees shall return all uniforms and equipment to the Town.

Employees shall be responsible for the purchasing of their own tee shirts and sweatshirts for the daily uniform, with the design approved by the Chief.

Effective upon signing of this agreement:

All New hires will be supplied:

4 Shirts	1 Winter Coat
4 Work Pants	1 Spring Coat
1 Pair of Shoes or Boots	
1 Belt	

Thereafter, and for all other employee, each employee may purchase their own approved equipment, and or uniform replacements, and be reimbursed (with proof and original receipt) for up to \$500 per fiscal year. Should an employee's uniform not meet standards, and that employee has already exhausted their \$500 allowance, that employee must purchase the appropriate

uniform on their own or be disciplined appropriately for not wearing their uniform or having it in good condition. This money may be used for approved equipment outside of the base uniform if approved by the Chief.

Section 18.03. Dry cleaning of Uniforms. The Town agrees to pay the full cost of dry cleaning for dress uniforms of bargaining unit employees in the Fire Department. Since the Town is paying the full cost of this service, the Town reserves the right to fix the timing and amount of clothing that may be processed under this benefit to control the expense and also the right to determine the vendor to be used in rendering this service.

ARTICLE XIX - INSURANCE AND PENSIONS

Section 19.01. Insurance. The Town agrees to continue in effect for the term of this Agreement the following group health and life insurance programs for all employees and their eligible dependents: (As the Town is currently with the State Partnership Plan, we will list both options. If the State Partnership Plan needs to be changed based on the criteria listed within this Section, the below HDHP in 19.01 a is the base plan the union will revert to and the associated benefits/cost-shares and HSA information.)

- a. (Currently not in place but if needed in the future due to criteria listed within the State Partnership section). A High Deductible Health Plan, with a Health Savings Account (HSA), as outlined in Appendix D.

The Town shall contribute each July 1st to an employee's HSA in the amount of 50% of the applicable deductible in that Plan Year.

The funding of the HSA will be pro-rated (in whole months) for those who commence employment after July 1. The funding of the HSA will be adjusted on a pro-rated basis (in whole months) for those who have a family status change during the Plan Year, which results in any change of coverage level (single, two-person or family). Such adjustment shall be made effective the first day of the first month following the employee's providing documentation of the family status change to the Human Resources Director.

For this plan, the following premium shares will be implemented and required for those taking the HDHP (inclusive of dental and vision premiums):

Effective <u>retroactively</u> July 1, 2021	18 percent	For those who pass the physical fitness program starting <u>7/1/23 on</u>
Effective July 1, 2022	19 percent	
Effective July 1, 2023	20 percent	19 percent
Effective July 1, 2024	21 percent	19 percent

b. Effective July 1, 2019, the Town shall offer each bargaining unit member the opportunity to participate in the Connecticut State Partnership Plan 2.0 (SPP) for health benefits in lieu of the health benefits described in Section 19.01a of this agreement. This plan replaces the HDHP, it is not an optional selection but full plan replacement. The health plan benefits shall be as set forth in the SPP effective on July 1, 2019, including any subsequent amendments or modifications made to the SPP by the State and its employee representatives. The administration of the SPP, including open enrollment, beneficiary eligibility and changes, and other administration provisions shall be as established by the SPP. The current dental and vision plans will remain as outlined in the collective bargaining agreement with the associated premium cost share as outlined below.

For this plan, the following premium shares will be implemented and required for those taking the SPP (inclusive of dental and vision premiums):

Retroactive to July 1, 2021 –14%		For those who pass the Fitness <u>Program starting 7/1/23</u>
Effective July 1, 2022 –	16%	
Effective July 1, 2023 -	18%	17%
Effective July 1, 2024 –	19%	17%

The SPP contains a Health Enhancement Plan (HEP) component. All employees participating in the SPP are subject to the terms and provisions of the HEP. In the event SPP administrators impose the HEP non-participation or noncompliance \$100 per month premium cost increase or the \$350 per participant to a maximum of \$1400 family annual deductible, those sums shall be paid 100% in their entirety by the non- participating or non-compliant employee. No portion or percentage shall be paid by the Town. The \$100 per month premium cost increase shall be implemented through payroll deduction, and the \$350/\$1400 annual deductible shall be implemented through claims administration by the SPP. In the event the HEP non-compliance/non-participation penalties change, employees will be subject to those changes as well. Should the SPP change the HEP compliance premium charge and deductible change, the employee is still responsible for those increased costs and no portion can be paid by the Town as outlined in the SPP documents.

In the event any of the following occur, the Town will revert to the previously outlined HDHP and premium cost-shares outlined in 19.01a.

b1. If the SPP in its current form is no longer available; or if the benefit plan design of the SPP is modified as a result of a change in the State's collective bargaining agreement with SEBAC, if such modifications would substantially increase the cost of the medical insurance plan offered herein. and/or

b2. If Conn. Gen. Stat. Section 3-123rrr et seq. is amended, or if there are any changes to the administration of the SPP, or if additional fees and/or charges for the SPP are imposed so as to affect the Town, any of which amendments, changes, fees or charges (individually or collectively) would substantially increase the cost of the medical insurance plan offered herein. and/or

b3. If the cost of medical insurance plan offered herein is expected to result in the triggering of an excise tax under The Patient Protection and Affordable Care Act ([ACA; P.L. 111-148], as amended, inter alia, by the Consolidated Appropriations Act of 2016 [P.L. 114-113]) and/or if there is any material amendment to the ACA that would substantially increase the cost of the medical insurance plan offered herein.

- c. Insurance Wavier - Notwithstanding the above, the employees may elect to waive all insurance coverage (dental, vision and medical) and in lieu thereof, to receive a payment of \$2,400 annually. Payment to those employees waiving coverage will be made on a pro-rated basis each month during the year and is subject to applicable payroll taxes. Each employee must sign-off annually on this election.
- d. A dental plan with services up to \$1,000 per annum per member on the plan with an 80%/20% co-insurance with Orthodontia Rider, allowing up to \$1,000 in benefits per child per lifetime.
- e. All employees shall be have Life and Accidental Death and Dismemberment Insurance in the amount of seventy-five thousand dollars (\$75,000).
- f. The Town shall maintain a "Section 125" Salary Reduction Agreement which shall be designed to permit exclusion from taxable income of the employees' share of health insurance premiums. The Town makes no representations or guarantees as to the initial or continued viability of such a Salary Reduction Agreement, and shall incur no obligation to engage in any form of impact bargaining in the event that a change in law reduces or eliminates the tax exempt status of employee insurance premium contributions. So long as the Town makes a good faith effort to comply with this paragraph, neither the Union nor any employee covered by this Agreement shall make any claim or demand, nor maintain any action against the Town or any of its members or agents for taxes, penalties, interest or other cost or loss arising from a flaw or defect in the Salary Reduction Agreement, or from a change in law which may reduce or eliminate the employee tax benefits to be derived therefrom. This waiver on the part of the Union shall not extend to acts which may be committed by the Town or its agent(s) other than acts in furtherance of the I.R.C. Section 125 plan.

The Town will continue the Dependent Care Assistant Flexible Spending Account option for all employees subject to this agreement, up to the IRS regulated maximum contributions.

Section 19.02. Nothing in this Agreement shall prevent the Town from changing insurance carriers providing the levels of benefits are at least equal to those provided for under this Agreement.

Section 19.03. Pension.

- a. The Pension Agreement referred to as “Town of Ridgefield Fire Union Pension Agreement” is, by reference, made part of this Agreement, and all amendments to such Pension Agreement are, by reference, made part of this Agreement, and shall continue in full force and effect for the duration of this Agreement.
- b. Any employee active on June 30, 2011 and still active until their normal retirement date, shall be entitled to a one-time payment of 30% of the 5th step base firefighter pay in their last Town issued paycheck, upon applying for and being granted their Normal Retirement or Deferred Retirement. This one-time payment is subject to any applicable taxes.
- c. Any provision of the Fire Union Pension Agreement or any other Town pension plan, charter, ordinance or regulation notwithstanding, the following shall apply on and after the signing of the 2006-2010 Agreement:
 - i. An employee who retires under the Fire Union Pension Agreement may apply for a vacancy in any Town position that is not included in the Fire Fighters’ bargaining unit.
 - ii. If such retiree is hired by the Town, he/she shall commence work as a new hire, without any seniority or pension credit, and shall be subject to the terms and conditions of employment applicable to the position as defined by union contract if the position is in a bargaining unit, or by Town policies if the position is a non-bargaining unit position.
 - iii. Such retiree hired into a new position by the Town shall not suffer any reduction or penalty in the retirement benefit he/she is receiving under the Fire Union Pension Agreement as a result of employment by the Town.

Section 19.04. All other employee benefit programs enjoyed by employees which are not specifically provided for or abridged in this Agreement are hereby protected by this Agreement.

Section 19.05. Retiree Health Benefits.

- a. Prior to retirement, employees shall be given the opportunity to continue to participate in the Health Insurance Plan described in subsection 19.01 a. and 19.01 f. above at the Town group rate to age of eligibility for Medicare. This option shall be offered to the employee one time only and must be elected as of the date of retirement. Such premiums shall be paid in advance by the retiree on a monthly basis. If the retiree fails to pay the monthly premium as required by the Town, the insurance shall be cancelled and shall not be renewable.

In the event that a separate health benefit plan for retirees is established in conjunction with paragraph "b" below, this paragraph "a" shall not apply to those who retire following establishment of that plan.

- b. A fund shall remain established to subsidize payments for health insurance by those who retire. Each employee shall contribute two percent (2%) of his/her base salary to the fund and the Town shall match employees' contributions.

ARTICLE XX - SALARY ADMINISTRATION

Section 20.01. The following annual salary structure shall apply to all Fire Department employees:

Salary Chart in Appendix A

For employees working a forty (40) hour week:

The hourly rate shall be determined by dividing the annual salary by 2,080 hours. The bi-weekly pay amount shall be determined by multiplying the hourly rate by 80 hours. The overtime hourly rate shall be determined by dividing the sum of the annual salary, longevity pay and special certification premium pay by 2,080 hours.

For employees working an average of forty-two (42) hours per week:

The hourly rate shall be determined by dividing the annual salary by 2,184 hours. The bi-weekly pay amount shall be determined by multiplying the hourly rate by 84 hours. The overtime hourly rate shall be determined by dividing the sum of the annual salary, longevity pay and special certification premium pay by 2,184 hours.

Section 20.02. Salary Progression.

- a. An employee with less than one (1) year service in his/her class shall be paid at step one (1) of the salary range for such class.
- b. An employee who has completed one (1) but less than two (2) years' service in his/her class shall be paid at step two (2) of the salary range for that class.
- c. An employee who has completed two (2) but less than three (3) years' service in his/her class shall be paid at step three (3) of the salary range of that class.
- d. An employee who has completed three (3) but less than four (4) years' service in his/her class shall be paid at step four (4) of the salary range for that class.
- e. An employee who has completed four (4) years of service in his/her class shall be paid the fifth (5th) step of that class.
- f. An employee who has completed five (5) or more years of service in his/her class shall be paid at the 6th step of that class.

- g. A new class of "Firefighter 1st Class" will be added as a step above max step FF on July 1, 2022. This class of Firefighter will be granted once someone has completed all the training and service requirements for Lieutenant and becomes an Acting Lieutenant in the department as determined by the Chief.
- h. Upon the employee's anniversary date when the employee completes the required amount of service, as provided for above, even if the employee is receiving a higher rate than his/her year of service, such employee shall be advanced to the next higher step in the salary range for that class. The above progression represents the minimum rate to be paid to employees in each class provided they were employed in such class on the effective date of this Agreement.
- i. Despite any of the above language, the Town may decide to not grant an increase to any employee under the wage progression schedule because of poor performance but such decision shall be subject to the grievance and arbitration procedure if the employee or the Union should disagree.
- j. When a prospective employee is to be hired at a rate in excess of the starting rate, credit for experience in determining the hiring rate shall only be given for experience in direct line firefighting work as a full-time uniformed member of a fire department. Such credit for experience may be given up to but not in excess of the number of completed years of such experience. If the Union shall feel that credit has been given in excess of the amount authorized above, such difference or dispute shall be subject to the grievance and arbitration provisions of this Agreement.
- k. Any Fire Fighter who serves as an Acting Lieutenant or any Lieutenant who serves as an Acting Captain shall receive an additional hour of pay at the rate of one and one-half the employee's straight hourly rate for any such acting during any twelve (12) hour shift.

Section 20.03. Promotions.

- a. The advancement of any employee from one classification to another shall be at the sole discretion of the Town and shall not be subject to the grievance and arbitration provisions of this Agreement.
- b. A promoted employee shall be on probation for seventy-five (75) workdays (not including any leave time) and may be reassigned to his/her former position and salary at the discretion of the Town. During this probationary period, the employee's salary will be increased as indicated above.
- c. In the event the Town creates a new job classification which is a promotion and for which no salary is established under Section 20.01, any employee promoted to the new classification shall receive a salary increase of at least five percent (5%).
- d. The Town shall determine in its sole discretion whether or not a promotional increase will be in excess of five percent (5%) and its decision in the matter will not be subject to the grievance and arbitration provisions of this contract.

- e. Tests for promotions may be conducted by an outside vendor or by the Town of Ridgefield Human Resources Department and may consist of written, oral, assessment, interview, and/or personnel file review components. Qualified candidates with passing scores will be interviewed by the Ridgefield Fire Chief. The Ridgefield Fire Chief will recommend at least two (2) candidates to the Board of Selectmen and the Board shall interview at least the two (2) top candidates.
- f. There shall be a position classification plan for the Fire Department describing the duties, responsibilities, and requirements for each position. Minimum qualifications for all promotional opportunities will be identified in the Town of Ridgefield Human Resource job description for the position tested.

Employees in the rank of Captain as of the date of the signing of the 2006-2010 Agreement shall be "grandfathered" with respect to the qualifications for the classification of Captain. Employees in the rank of Lieutenant as of the date of the signing of the 2006-2010 Agreement shall be "grandfathered" with respect to the qualifications for the classification of Captain, provided that they are willing to participate in training required for the new qualifications within a reasonable period of time, when the training is made available by the Fire Department.

- g. The weighting of examination parts shall be either:
 - (i) 35% written, 35% oral, 20% Chief's interview and 10% personnel and training file review; or
 - (ii) 70% assessment center, 20% Chief's interview and 10% personnel file and training review.

Section 20.04. Longevity. Employees who have completed five (5) years of service as a member of the Ridgefield Fire Department as of their anniversary date shall receive an annual longevity payment of One Hundred Fifty Dollars (\$150.00) in the pay period next following their anniversary date each year for so long as the employee remains an active full-time employee of the department. This annual payment shall be increased to Three Hundred Dollars (\$300.00) upon the employee's completion of ten (10) years of service as of their anniversary date, to Five Hundred Dollars (\$500.00) upon the employee's completion of fifteen (15) years of service as of their anniversary date, to One Thousand Dollars (\$1,000.00) upon the employee's completion of twenty (20) years of service as of their anniversary, and to One Thousand Two Hundred Dollars (\$1,200.00) upon the employee's completion of twenty-five (25) years of service as of their anniversary. For said longevity payment, "service" shall mean continuous, uninterrupted service in the Ridgefield Fire Department. Any eligible employee who retires before his/her anniversary date shall be paid a prorated longevity benefit.

Section 20.05. Special Assignments. Employees assigned to perform the following duties shall receive additional pay as stated.

- a. Emergency Medical Services Coordinator - \$1,000.00.
- b. Deputy Fire Marshal - \$1,000.00.
- c. Fire Inspector - \$500.00.

New assignments effective July 2022

d. Rescue Services Coordinator - \$1,000.00

e. Technology Coordinator - \$1,000.00

Section 20.06. Special Certifications. Employees who have and maintain certification as Emergency Medical Technicians (EMT) and Advanced-Emergency Medical Technicians (AEMT) shall receive additional pay in the amount of \$1,600 each year. For performing ALS services, Fire Medics shall receive compensation of \$2,000 per year in addition to the compensation they receive as EMT's.

Section 20.07A. Training. Each employee will be required to take one (1) mandatory live fire and one (1) mandatory confined space rescue training on an annual basis. Such training will be compensated at the employee's straight time rate of pay. The dates will be provided as far as possible in advance of the date of training provided it is no later than ninety (90) days prior to the training date. At least two (2) dates will be provided for each mandatory training day and a maximum of one (1) mandatory training day will be scheduled on each shift throughout the year. Employees will have to sign up for which day they want, on a first-come first serve basis, with a maximum of 50% staff on each training day. The mandatory live fire and mandatory confined space training shall not take place during the months of July or August and will not be scheduled on a Saturday or Sunday. A minimum of six (6) hours of training will be provided for each of the mandatory trainings mentioned within.

Section 20.07 B – Shift Training

For the purposes of this agreement "Shift Training" shall be defined as company drills, EMS education, and similar activities that are coordinated by the Shift Commander for on-duty and in-service Firefighters, EMTs, and Paramedics.

Other members who wish to participate in Shift Training, or any member that seeks to attend training while off-duty, must first get written approval from the Chief.

ARTICLE XXI - EMERGENCY MEDICAL TECHNICIANS

Section 21.01. Under the current program whereby the Town provides ambulance and advance life support services, the provisions of this Article shall apply to all employees are a minimum of EMT/AEMT to serve as ambulance attendants. Nothing in this Article shall be deemed as a commitment on the part of the Town to commence any program or to maintain the current program.

Section 21.02. Newly hired fire fighters shall be required, as a condition of employment, be EMT certified and remain certified during their entire career.

ARTICLE XXII -EXTRA DUTY ASSIGNMENTS

Section 22.01. If and when any organization or person seeks or is required to have the services of employees on a private duty status, this shall be designated as “extra duty” for which that person or organization assumes full responsibility for payment of all charges. The Chief or his/her designee maintains the right to specify the rank and type of employee hired for extra duty assignments based on the type of event. Qualified employees shall be compensated by such organization or person at a rate of time and one-half the employee’s hourly rate with a minimum of four (4) hours pay for each such individual assignment.

Events that require the presence of Fire Department suppression and/or EMS personnel based on local, State, or federal legal or regulatory requirements, and such other events as designated by the Fire Marshal and/or Fire Chief, shall be staffed to the levels recommended by the Fire Marshal and approved by the Fire Chief.

Opportunities to fill extra duty assignments shall be posted. Such posting shall occur as soon as possible after the Department receives a request for extra duty or determines that such is required based on legal or regulatory requirements. If, seventy-two (72) hours prior to the date of the extra duty, the assignment is not voluntarily filled by a bargaining unit employee, the employee standing highest on the rotating roster shall be ordered to work such assignment.

Events may be identified as “provisional” at the time of hiring indicating that some factor such as weather may impact the event occurring. In such instances, employees hired for the event are responsible for verifying that the event will take place and such verification will take place prior to the four-hour period preceding the time the employee is scheduled to report to the extra duty assignment. If the event is cancelled prior to the four-hour window, the employee is relieved of the duty without pay. Prior to the signing of this Agreement, if an event is cancelled within the four-hour window, the employee shall report to duty for a minimum of four hours and shall be assigned to shift duty as specified by the Chief or his/her designee, and will be paid for the four hours. Effective on and after the signing of this Agreement, if an event is cancelled within the four-hour window:

- a) If the extra duty was being paid by the Town, the employee shall have the option to work as assigned by the Chief or his/her designee and be paid for four (4) hours or to be relieved of duty without pay.
- b) If the extra duty was to be paid by an organization other than the Town, the employee will be relieved of duty and shall be paid for four (4) hours.

There shall be no financial liability on the part of the Town for any disputes under this provision.

For any event that has a pre-established “rain date” (such as but not necessarily limited to July 4th fireworks), there shall be a guarantee of a minimum of four (4) hours for both the initial date of the event and the rain date.

Section 22.02. The Fire Marshal shall not be eligible for extra duty assignments under this Article except when State Statute requires his/her presence.

ARTICLE XXIII - MISCELLANEOUS

Section 23.01. Paramedic Training and Certification. If the Town enrolls an employee in a Paramedic Training Program at the Town's expense, and then the employee voluntarily resigns from the Fire Department for employment with another Fire or Paramedic agency or decided not to be a Fire/Medic within the Town, the employee shall reimburse the Town for expenditures related to the Paramedic Training Program according to the following schedule:

<u>Date of Resignation</u>	<u>Reimbursement Amount</u>
One year or less after completion of training	\$9,000
More than One to Two years after completion of training	\$6,000
More than Two to Three years after completion of training	\$3,000
More than Three years after completion of training	-0-

The Union is not responsible for any reimbursements owed the Town under this Section.

Section 23.02. Building Trades Work. With the exception of minor repairs, no employee shall be required to perform any work in Fire Stations which is classified as building trades work.

Section 23.03. Fire School. The Town shall grant a leave to such employee or employees, as designated by the Fire Chief to attend any Fire Fighting, or Ambulance Training Courses, without loss of pay. The Town will pay an automobile allowance and reasonable expenses for such employee or employees when such employee or employees are attending school.

Section 23.04. Membership in Volunteer Department. Paid fire fighters who are also volunteers in Ridgefield may not perform volunteer work which is the same as their paid work.

Section 23.05. Loss or Damage to Personal Items.

- a. If a member of the Department shall suffer the loss of or damage to personally owned items such as wristwatches, eyeglasses, dental plates, etc. while performing in the line of duty, the Town will arrange for reimbursement to the extent possible within the budget account to which such expense will be charged.

This practice of recognizing a responsibility to protect employees while they are performing their duty will be followed as long as it is economically practical. It is understood that this commitment is purely voluntary by the Town and may be limited or withdrawn at any time. However, the Town makes this offer to show its concern for and interest in the members of the department.

- b. If an employee of the Fire Department shall suffer damage to his/her private motor vehicle while it is parked at or near any fire house and such employee is on duty, the Fire Chief will accept a request from such employee for reimbursement of necessary repair expense if an estimate of such expense or an itemized bill for repairs completed is submitted with the request.

If the Fire Chief determines that the damage appears to be malicious, that it incurred because the employee is working for the Fire Department, and recommends reimbursement in whole or part to the Board of Selectmen, the First Selectman will arrange for reimbursement to the extent possible within the budget account to which such expense will be charged.

This practice of recognizing a responsibility to protect employees while they are performing their duty will be followed as long as it is economically practical. It is understood that this commitment is purely voluntary by the Town and may be limited or withdrawn at any time. However, the Town makes this offer to show its concern for and interest in the members of the Fire Department.

Section 23.06. Documentation of Absences. The Chief, at his/her discretion, may require written documentation providing a valid reason for any absence of an employee before authorizing said employee's return to work. Documentation will not be required for single day absences unless there is a pattern of abuse. Any expenses associated with obtaining the documentation for which the employee is not reimbursed by medical insurance or from any other source will be paid by the Town.

Section 23.07. Tuition Assistance. The Town shall provide the following assistance to full-time employees in reimbursement for expense of tuition and required textbooks incurred by employees enrolled in job-related educational courses or courses related to a job related degree:

Increased benefit starts in the 2022 calendar year, remains \$1,000 for 2021 year

A maximum of One-Thousand five-hundred dollars (1,500.00) each calendar year, per employee, payable within thirty (30) days of meeting the following criteria:

- (a) Courses must be sponsored by a recognized educational institution;
- (b) Correspondence courses are excluded (online courses will be considered based on syllabus and course requirements on an individual basis);
- (c) Courses must be completed with a passing grade;
- (d) The employee must obtain approval from the Chief, or designee, before enrolling in the course;
- (e) Upon the completion of the course, the employee must forward a transcript of grades and invoices for the cost of tuition and required textbooks to the Chief.
- (f) Courses started in one calendar year but completed in another calendar year will be reimbursed and counted towards the amount allowed for tuition assistance based on the calendar year the final grade is received/course is completed.

Section 23.08. Copies of the Contract. The Town shall give each present employee, and to each employee when he/she is hired, a copy of this contract.

Section 23.09. Savings Clause. If any Article or Section of this Agreement is declared invalid by a court of competent jurisdiction, said invalidity shall not affect the balance of this Agreement.

Section 23.10. Personal Leave Day - Fire Marshal. The Fire Marshal shall be granted, with the approval of the Fire Chief, two (2) personal leave days each year. There is no compensation for an unused personal leave day and such day is non-cumulative. To obtain approval, the Fire Marshal must give a satisfactory explanation to the Fire Chief so as to enable him/her to determine that the personal business cannot be conducted outside of working hours. Approval of the personal leave day shall not be unreasonably denied.

Section 23.11. Dispatching Duties. The union waives any claim it or any employee may have to challenge the authority of the Town to assign dispatchers, either full or part time to the Fire House. Union members may still be involved in dispatching while dispatch personnel are off duty.

Section 23.12. Fire Marshal Vehicle. The Fire Marshal shall have access to a Town provided vehicle which may be used for commuting purposes without IRS mileage charging, as long as the Fire Marshal commutes no more than fifteen (15) road miles to and from the border of the Town of Ridgefield.

Section 23.13. Layoff/Recall. Reduction in workforce shall be made by seniority within each classification provided the remaining employees are capable of performing the required work in the reasonable judgment of the Employer. Employees shall be permitted to bump employees with less seniority in lower classifications provided they are capable of performing the required work in the reasonable judgment of the Employer. Recall shall be in reverse order of layoff for a recall period of thirty-six (36) months.

Section 23.14. Fire Marshal Qualification. The Fire Marshal shall be self-contained breathing apparatus (SCBA) qualified.

Section 23.15. The Fire Marshal may work overtime on nights, weekends and holidays in a Firefighter capacity as long as he maintains his EMS and required fire training, as approved and/or required by the Fire Chief. The Union and the Town has the right to reopen this clause should the current Fire Marshal terminate this role with the Fire Department.

ARTICLE XXIV - PERSONNEL FILE

Section 24.01. All employees shall have the right to review their personnel files upon reasonable request to the Chief and/or the Personnel Director and at such time that the request will not interfere with the orderly operation of the Department. Such request shall be granted within fourteen (14) days of the date of written request.

Section 24.02. Employees shall receive a copy of all communications that are to be entered into their personnel files, and shall be afforded the opportunity to initial such communications prior to entry.

ARTICLE XXV - HEALTH AND PHYSICAL FITNESS

Section 25.01. The Town and the Union agree that there is a need for the promotion of good health and physical fitness among the employees in general and, in particular, with respect to the prevention of hypertension and coronary heart disease.

Section 25.02. Physical Examinations.

- a. Employees shall be required to submit to an annual exam to include:
- Vision, height, weight, blood pressure and baseline blood work. Additional tests such as a resting EKG, chest X-ray, audiometry, and stress test may be administered if doctor recommended and if the tests are covered services under the health insurance plan. The employee shall have an annual physical exam administered by a qualified, licensed medical practitioner of his or her own choice, who participates with the health insurance provider network. Employees shall take such physical exams while off duty and shall not be compensated for taking this physical exam. The employee shall submit a letter to the Fire Chief from the physician stating that the employee has completed his/her physical exam and include spirometry testing results as required in Section 25.02b. The Town will continue to comply with State and Federal laws regarding OSHA's Respiratory Protection Standard 29 CFR 1910.134 and maintains their right to send any employee to a physical to ensure these standards are met.

Spirometry tests will be required during the employee physicals on the schedule required by OSHA.

- b. The employee must provide the physician the physical form provided by the Chief, outlining the requirements for passing the physical and spirometry, based on NFPA standards. The physician must sign off on this form indicating the pass/fail results of the physical, which then must be provided to the Chief.
- c. An employee who is certified by his/her own physician as not capable of performing firefighting duties may seek a second opinion from a Town physician at his/her own expense. In the event the Town physician and the employee's physician do not agree, the two physicians shall select a third physician who shall examine the employee and whose opinion shall be final and binding. The cost of the third examination shall be shared by the employee and the Town.
- d. If an employee is certified as not capable of performing firefighting duties, such employee may be temporarily assigned to other departmental functions pursuant to the Town's Light Duty Policy for the Fire Department or be placed on leave with disability pay, if eligible, or without pay.

Section 25.03. Employees who are disabled, but not totally disabled, from performing their essential job functions may be assigned to light duty pursuant to the Town's Light Duty Policy for the Fire Department.

Section 25.04. Physical Fitness.

The Town and Union have agreed to implement a voluntary fitness program consisting of a peer-trainer/ peer certification program. This program will provide individual training and goals which the voluntary participant must meet to be deemed to have passed the program.

The program will follow the Fit-To-Thrive (F2T) IAFF program outlines.

Since the participation in this program is voluntary in nature, this program shall not cost the Town additional funds for participation in or coverage of members while participating in this program.

Certified members of the department will be available to counsel those who volunteer to participate in the program. If the member successfully follows the program outlined by the peer trainer, and participates in the program for the full fiscal year, they will be eligible for the reduced premium share for benefits as outlined in Section 19. The evaluation of the full participation of the member is done by the certified peer trainer, and this program will be evaluated continually with the Town and Union for its effectiveness and outcomes and overall results shall be shared with the Town.

In an effort to help our Fire personnel, who are volunteering to be peer trainers, obtain certification the Town will fund the fees necessary to have three (3) Firefighters, as selected by the Union, get their certification, and provide up to forty (40) hours of straight time pay each for their training time during the certification class. Time and course hours should be submitted to the Chief for approval of this extra paid time. The Union may send additional members to this program, and are not limited by the number of representatives the Town has agreed to help fund.

Once certified, these volunteer peer trainers will meet with those who volunteer to participate in the Fitness program, develop a plan, monitor the results, and provide the names of the successful individuals who participated in the program to the HR Director.

As this is completely voluntary, the Town will not be held liable for those who have not sought medical approval prior to participating in this program.

ARTICLE XXVI - SUBSTANCE ABUSE PREVENTION

Section 26.01. Policy. The Town and the Union recognize that the critical mission of fire and medical emergency response requires that all employees refrain from the possession or use of illegal substances at all times, from the unauthorized use of legal drugs, and from the possession, use or being under the influence of alcoholic beverages or drugs at the Town's work sites and/or while an employee is on duty. Failure to so refrain is just cause for discipline in accordance with the procedures described in this Article.

Section 26.02. Employee Testing.

a. **Reasonable Suspicion Testing.**

Employees shall be subject to medical testing involving urine or blood or other similar or related tests for the purpose of discovering possible drug or alcohol abuse upon reasonable suspicion that an employee's work performance is impaired due to such drug or alcohol abuse. Testing shall be conducted at the office of a physician designated by the Town or, in the case of a breathanalysis test, at any police department. The employee may request union representation during the administration of any and all tests and such representation will be provided if a union official is available without unreasonable delay.

b. **Random Drug Testing.**

Employees shall be subject to random testing for illegal drugs. The testing provider shall be mutually agreed by the Town and the Union.

Section 26.03. Drug Testing. The urine sample shall be produced under the procedures of the medical facility to which the employee is referred. Such procedures shall not include direct observation. The employee shall be interviewed concerning recent food, beverage and prescription drug intake which could affect the test outcome. If an employee is unable or unwilling to give a specimen at the time of the test, the employee shall remain under observation until a specimen is obtained. The employee may be required to consume reasonable amounts of water during the waiting period. The laboratory selected by the Town to conduct the analysis of the urine specimen shall be certified and shall be experienced and capable of quality control, documentation, chain of custody, technical expertise, and demonstrated proficiency in urinalysis. A written chain of custody (with signatures, dates and times) shall be maintained concerning each employee's urine sample. Drug testing methodology shall include procedures to confirm any positive test result. The urine sample shall be divided into three portions. If the first portion tests positive for an illegal substance, a confirming test shall be conducted using the second portion. The employee may request that the third portion be submitted directly to another comparable lab for testing.

Section 26.04. Alcohol Testing. Employees may be required to submit to a physical examination and/or to any testing, including but not limited to, a urinalysis and either a blood test or a breathanalysis by intoximeter. The urinalysis and/or the blood test shall be administered by a physician designated by the Town. The breathanalysis shall be administered by qualified police department personnel. Urinalysis shall be conducted in accordance with the procedures for drug testing.

Section 26.05. Testing Program Costs. The Town shall pay for all costs involving drug and alcohol testing except for any costs associated with the employee's submission of the third sample to a comparable laboratory for testing in which case the employee shall bear the expense of the third test.

Section 26.06. Rehabilitation. In the event there is confirmed evidence of drug or alcohol abuse, in the first instance, the employee shall be immediately placed on a non-job related disability leave and shall be required to commence a rehabilitation program acceptable to the Town. Reinstatement to employment shall be contingent upon the employee's satisfactory completion of the rehabilitation program and the employee's continuing participation in any prescribed follow up program. Upon reinstatement, an employee with previous drug dependency shall submit to random drug testing at least once every two (2) months for the first twelve (12) months and at least once per quarter for the next twenty-four (24) months.

Section 26.07. Discipline. The following conduct shall constitute just cause for discipline up to and including discharge:

- Distribution or possession of illegal substances.
- Distribution, possession or use of illegal substances, unauthorized legal drugs or alcoholic beverages at the Town's work sites and/or while an employee is on duty.
- Reporting to work under the influence of alcohol or drugs.
- Refusal to take a drug or alcohol test.
- Refusal of an opportunity for rehabilitation.
- Failure to complete a rehabilitation program successfully.
- Failure to complete any follow up prescribed as a result of the rehabilitation program.
- Testing positive for drugs or alcohol within five (5) years of completing an appropriate rehabilitation program.

In the event an employee is found distributing, possessing or using an illegal substance while on duty or refuses to submit to a drug or alcohol test, the employee shall be discharged and said discharge shall be deemed to be for just cause. Any disciplinary action shall be subject to the grievance procedure of this agreement. An employee who voluntarily comes forward and asks for assistance to deal with an alcohol or drug problem shall not be disciplined unless the employee refuses any appropriate testing, refuses an opportunity for rehabilitation, fails to complete the rehabilitation program successfully or again tests positive for drugs or alcohol within five (5) years of completing an appropriate rehabilitation program. A disclosure of a drug or alcohol dependency problem by an employee upon notice from the Town that he/she is to be scheduled for drug or alcohol testing is not a voluntary disclosure.

Section 26.08. Records. Test results obtained as a result of the procedures described in this Article shall be maintained in the employee's medical file, with a copy given to the employee. Departmental reports shall be amended where necessary to conform to the test results. Documentation of any disciplinary action taken or commitments made during the rehabilitation program shall be maintained in the employee's personnel file.

ARTICLE XXVII - CONDITIONS OF EMPLOYMENT

Section 27.01. As a condition of employment, each employee hired on or after January 1, 1994 shall be a non-smoker.

Section 27.02. As a condition of employment, each employee hired on or after July 1, 1997 shall maintain certification as an Emergency Medical Technician - Intermediate (EMT-I),

with exceptions as outlined in Article XXI. Effective June 1, 2000, anyone hired as a Fire Medic shall maintain Paramedic Certification and Medical Control as a condition of employment for a minimum of twelve (12) years. Fire Medics may consider ending their paramedic requirements when the following conditions are met:

- a. There are a minimum of twelve (12) non-officer medics employed
- b. There is still a minimum of six person staffing and two (2) medics per shift.

ARTICLE XXVIII - DURATION

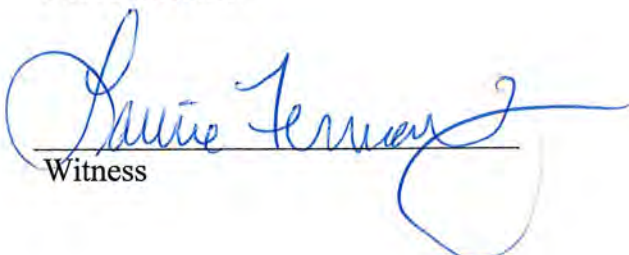
Section 28.01. This Agreement shall be effective on signing or issuance of an arbitration award, whichever is first, and shall extend through June 30, 2025.

IN WITNESS WHEREOF, the parties have caused their names to be signed on this 7 day of JUNE 2022.

TOWN OF RIDGEFIELD

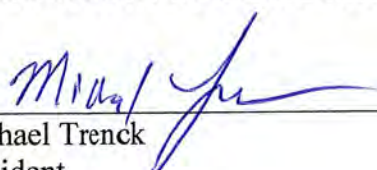


Rudy Marconi
First Selectman



Witness

LOCAL 1739 INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS



Michael Trenck
President



Witness

APPENDIX A

SALARY SCHEDULE

	2020-2021	Stipend Add to base	2021 4.5% step 6 and up		2022 3.5% step 7 and up 2.5% step 6	2023 2.5% step 6 and up	2024 2.5% All steps
Firefighter							
Step 1	\$ 57,173		\$ 57,173		\$ 57,173	\$ 57,173	\$ 58,602
Step 2	\$ 63,253		\$ 63,253		\$ 63,253	\$ 63,253	\$ 64,834
Step 3	\$ 69,319		\$ 69,319		\$ 69,319	\$ 69,319	\$ 71,052
Step 4	\$ 75,395		\$ 75,395	2022	\$ 75,395	\$ 75,395	\$ 77,280
Step 5	\$ 81,468		\$ 81,468	2.5% for step 6	\$ 81,468	\$ 81,468	\$ 83,505
Step 6			\$ 85,134		\$ 87,262	\$ 89,444	\$ 91,680
Firefighter First Class				New step in 2022 3.5% above Step 6	\$ 90,317	\$ 92,575	\$ 94,889
Lieutenant							
Step 1	\$ 83,432	\$ 1,000	\$ 88,231		\$ 93,414	\$ 95,749	\$ 98,143
Step 2	\$ 85,395	\$ 1,000	\$ 90,283		\$ 95,466	\$ 97,853	\$ 100,299
Captain							
Step 1	\$ 89,826	\$ 1,000	\$ 94,913		\$ 98,235	\$ 100,691	\$ 103,208
Step 2	\$ 94,322	\$ 1,000	\$ 99,611		\$ 103,098	\$ 105,675	\$ 108,317
Fire Marshal							
Step 1	\$ 89,614	\$ 1,000	\$ 94,692		\$ 98,006	\$ 100,456	\$ 102,968
Step 2	\$ 94,097	\$ 1,000	\$ 99,376		\$ 102,854	\$ 105,426	\$ 108,061
Step 3	\$ 98,801	\$ 1,000	\$ 104,292		\$ 107,942	\$ 110,641	\$ 113,407

APPENDIX B

TOWN OF RIDGEFIELD

FIRE FIGHTERS UNION PENSION AGREEMENT

The following agreement is made by and between the Town of Ridgefield (hereinafter "the Town") and the Ridgefield Fire Fighters Union, Local #1739 of the International Association of Fire Fighters, (hereinafter "the Union") and contains the amended provisions of the Pension Plan for members of the bargaining unit. This agreement is supplementary to the provisions of the existing Collective Bargaining Agreement between the Town and the Union except as to the duration of the Pension Agreement which shall be as stated below. The Pension Benefit as delineated in this Appendix applies solely to employees hired prior to July 1, 2011. This Pension Benefit shall also apply to any member of the Union who was actively employed on June 30, 2011 and later terminated due to layoff, and subsequently recalled by the Town into a Bargaining Unit position.

Employees hired after July 1, 2011 will be eligible for Retirement Plan benefits as outlined in Appendix C.

ARTICLE I

NORMAL RETIREMENT DATE

The normal retirement date shall be the earlier of

- (a) The first day of the month next following the employee's fifty-fifth birthday or,
- (b) The first day of the month next following the employee's completion of 25 years of recognized service under this plan.

ARTICLE II

MINIMUM REQUIRED SERVICE

To be eligible for any benefits at retirement, employees must have at least ten (10) years of continuous credited service at Normal Retirement Date.

ARTICLE III

NORMAL RETIREMENT BENEFITS

Effective July 1, 2005 the retirement benefit payable to the employee for his/her life upon the employee's Normal Retirement Date or Actual Retirement Date, if later, shall be determined as follows: One-twelfth (1/12) of his/her Final Average Earnings, multiplied by 2.3%, multiplied by each year of Credited Service.

The above terms are defined as follows:

Year of Credited Service: Employees will receive credit for each Year of Employment (July 1 through June 30) during which they have worked at least twenty (20) hours in each week of no less than five (5) months of the year, or for each Year of Employment (July 1 through June 30) during which they have worked at least one thousand (1,000) hours provided for each year of employment (July 1 through June 30) they have made pension contributions in the required amount. Year of Employment shall mean each year of Continuous Service in the Town Police or Fire Department and seventy-five percent (75%) of each year of prior Continuous Service in any other Town department, except as provided in Article IV below. Credited Service shall not exceed a maximum of thirty (30) years.

Final Average Earnings: The average earnings of an employee during the three (3) consecutive years immediately preceding his/her Normal Retirement Date or Actual Retirement Date, if later. Earnings shall mean an employee's rate of base pay, specifically excluding overtime pay, bonuses, and any other non-recurring forms of compensation and specifically including longevity pay, holiday pay and special certification premium pay.

ARTICLE IV

PAST SERVICE CREDITS

Full credit will be given for all past continuous service with the Town in the Police or Fire Departments. Since some employees have had prior continuous service in other Town departments before transferring to Police or Fire, an allowance of seventy-five percent (75%) credit will be given on each such year towards benefits under the Police and Fire plan. This means that each such year will be counted as 0.75 of a year or nine (9) months service (0.75 x 12 months) in the Police and Fire plan. An employee with prior continuous service in the Town Highway Department may elect, upon date of entry into the Fire Department, to contribute an additional 1% of annual base salary for a period of time equal to his/her prior continuous service in the Highway Department; upon completion of the payment of the additional contribution, the employee shall receive 100% credit for such Highway Department service.

ARTICLE V

VESTING

Vesting of pension rights and benefits shall be after at least ten (10) years of continuous credited service regardless of age.

ARTICLE VI

EARLY RETIREMENT

Early retirement, that is the collection of pension benefits before Normal Retirement Date, shall only start after age fifty (50) years with at least twenty (20) years of continuous credited service and with an actuarial reduction of benefits.

ARTICLE VII

DISABILITY RETIREMENT

There shall be no disability retirement feature under the Pension Plan, since this benefit has been covered by a sick leave policy in the current Union contract.

ARTICLE VIII

SURVIVOR BENEFITS

The Pension Plan shall contain options for employees who wish to take lower retirement benefits at retirement and have their surviving spouses receive a pension after the employee is deceased.

- A. If a vested Participant dies before the annuity starting date, the Participant's spouse or other named Beneficiary shall be entitled to receive an actuarially reduced pension as a death benefit as follows:
 - i. if the Participant's designates his spouse as Beneficiary, such spouse shall be entitled to receive a pension benefit in one of two forms elected by such spouse at the time of the death of the Participant:
 - (a) A life annuity commencing at age 62 and equal to the spouse's share of the joint and survivor annuity that would have been available to the spouse had the Participant retired the day before he died, having elected to receive a 50% joint and survivor annuity; or
 - (b) A Ten Year Certain Annuity commencing at the age 62 equal to 50% of the annuity that would have been available to the Participant had he retired the day before he died, having elected to receive a Ten Year Certain and Life annuity.
 - ii. If the Participant is not married, or if the Participant elects to name someone other than his spouse as his Beneficiary, subject to his spouse's consent pursuant to the Plan, such Beneficiary shall be eligible for pension benefits payable immediately equal to 50% of the benefit available to the Participant had the Participant retired the day before he died, having elected a Ten Year Certain and Life annuity, payable for the ten year period only and actuarially reduced for immediate payment.

ARTICLE IX

ELIGIBILITY AND CONTRIBUTIONS

Employees shall be eligible to participate in the Pension Plan and shall commence contributions upon their date of hire, regardless of age. Present employees who are non-participants shall become participants and commence contributions as of July 1, 1984.

Employees shall be required to contribute by payroll deduction the sum of five and one-half percent (5.5%) of their base pay, longevity pay, holiday pay and special certification premium pay for each credited year of service, not to exceed thirty (30) credited years in total.

The Employer shall take all measures necessary to ensure conformance with Section 414(h)(2) of the Internal Revenue Code so that employee contributions to the Pension Plan are treated as employer contributions for tax purposes.

The rate of interest credited to employee contributions returned to an employee leaving the Pension Plan shall be a minimum of two percent (2%) prior to July 1, 1984 and a minimum of five percent (5%) after July 1, 1984.

ARTICLE X

PENSION TRUST AGREEMENT

It is agreed that the amendments to the Pension Trust Agreement that will be drawn to effect the benefits previously outlined will be subject to prior review and approval by the Union before adoption, since the regulations of the Trust Agreement will prevail, after adoption, in deciding all benefit claims and all administrative procedures not previously outlined.

ARTICLE XI

DURATION

The duration of the Pension Agreement shall be updated automatically during all future contract negotiations to match the dates of the successor Collective Bargaining Agreement.

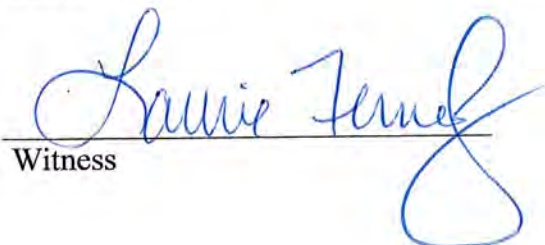
The parties agree that the Pension Agreement referred to as the "Town of Ridgefield Fire Fighters Union Pension Agreement" and set forth in Appendix B will no longer be the subject of bargaining between the parties during any future contract negotiations or otherwise. Any proposal by either party in the future related to the Pension Agreement identified above can be ignored by the other party and shall not be submitted to arbitration and shall not form the basis for either party declaring an impasse in any future contract negotiations. All employees currently participating in the defined benefit plan set forth in the Pension Agreement will continue to participate and be eligible for the benefits set forth in the Pension Agreement pursuant to that agreement, and those benefits will not be the subject of bargaining between the parties.

Article XI, Duration, of the Pension Agreement shall be updated automatically during all future contract negotiations to match the dates of the successor Collective Bargaining Agreement.

IN WITNESS WHEREOF, the parties have caused their names to be signed on this 7
day of June, 2022.

TOWN OF RIDGEFIELD


Rudy Marconi
First Selectman


Witness

**LOCAL 1739 INTERNATIONAL
ASSOCIATION OF FIRE FIGHTERS**


Michael Trenck
President


Witness

APPENDIX C

TOWN OF RIDGEFIELD

RIDGEFIELD FIRE UNION DEFINED CONTRIBUTION PLAN

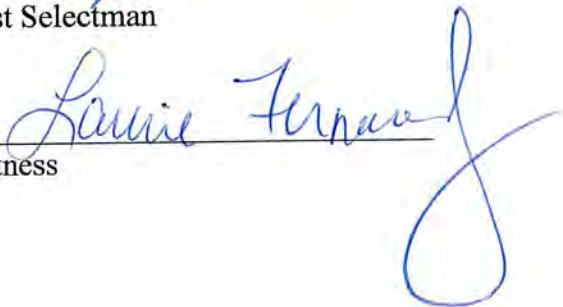
1. Effective Date. Employees appointed to positions in the bargaining unit on or after July 1, 2011 shall be ineligible for participation in the pension plan set forth in Appendix B.
2. Mandatory Participation. An employee covered by this Agreement shall be required to participate in the Defined Contribution Retirement Savings Plan (the "DC Plan") as set forth in this Section, effective on date of appointment.
3. Mandatory Contributions. Immediately upon commencing participation in the DC Plan, each participant shall contribute five percent (5%) of his or her base pay to the DC Plan, and the Town shall contribute an additional five percent (5%) of the participant's base pay to the DC Plan. Effective on July 1, 2018, or as soon as possible thereafter with the change of the plan documents with the plan provider, each participant may elect to contribute either five percent (5%) or seven percent (7%) of his or her base pay to the DC Plan and the Town shall contribute five percent (5%) or seven percent (7%) of the participant's base pay to the DC Plan. The Town contribution shall be the same as the employee's elected contribution. Once the election is made by the participant the contribution percentage can not be changed.
4. Vesting. Each participant is always 100% vested in his or her employee contributions to his or her account in the DC Plan. Town contributions to the participant's DC Plan account shall be vested in accordance with the following scheduled:
 - 20% after 1 full year of service
 - 40% after 2 full years of service
 - 60% after 3 full years of service
 - 80% after 4 full years of service
 - 100% after 5 full years of service
5. Discretionary Employee Contributions. To the extent permitted by applicable law and regulations, each participant shall be permitted to defer amounts (in addition to the mandatory 5% employee contribution described in (2) above) to the DC Plan, on a pre-tax or after-tax basis, subject to Internal Revenue Code limitations.
6. Other. The Town shall be responsible for establishing and administering the DC Plan and may retain vendors, carriers, firms or agents for this purpose. Without limiting the generality of the foregoing, the Town shall (a) determine investment alternatives that are available under the DC Plan, and (b) amend the DC Plan, from time-to-time, in order to maintain its qualified status under the Internal Revenue Code. Each Participant shall

direct the investment of his or her own account to one or more of the investment alternatives available.

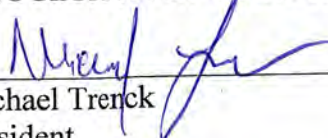
IN WITNESS WHEREOF, the parties have caused their names to be signed on this 7 day of JUNE 2022.

TOWN OF RIDGEFIELD


Rudy Marconi
First Selectman


Witness

LOCAL 1739 INTERNATIONAL
ASSOCIATION OF FIRE FIGHTERS


Michael Trenck
President


Witness

APPENDIX D

HDHP (HSA) PLAN SUMMARY



Ridgefield-Town

Deductible First HRA Option CGHRA2608 NGF

Lumenos Deductible First HRA Plan Summary

The Lumenos® Deductible First HRA plan is designed to empower you to take control of your health, as well as the dollars you spend on your health care. This plan gives you the benefits you would receive from a typical health plan, plus health care dollars to help offset your out-of-pocket health expenses.

Your Lumenos Deductible First HRA Plan

First - Satisfy your upfront deductible:
Upfront Deductible
 The Lumenos Deductible First Health Reimbursement Account (HRA) has an upfront deductible that needs to be met before you can start using the account funds available in your HRA. Your HRA funds cannot be used to pay the upfront deductible.

Upfront Deductible Responsibility
 \$2,000 individual coverage
 \$4,000 family coverage

Second - Use your HRA to pay for covered services:
Health Reimbursement Account
 With the Lumenos HRA, you receive an annual allocation from your employer in your HRA. Funds in your HRA and your upfront deductible are used to help meet your annual deductible responsibility.

HRA Allocation from your employer
 \$2,000 individual coverage
 \$4,000 family coverage
 Unused funds do not roll over year to year.

Plus - HRA help you stay healthy:
Preventive Care
 100% coverage for nationally recommended services included are the preventive care services that meet the requirements of federal and state law, including certain screenings, annual exams and physical exams.

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

Then -
Your Annual Deductible
 Your up front deductible plus your annual HRA contribution equal your full annual deductible.

Annual Deductible Responsibility
 \$4,000 individual coverage
 \$8,000 family coverage

If needed -
Traditional Health Coverage
 Your traditional health coverage begins after you have met your full annual deductible.

Traditional Health Coverage
 After you meet your upfront deductible and annual deductible, the plan pays 100% for network providers.

After you meet your upfront deductible and annual deductible, your co-insurance responsibility for out-of-network providers.

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

Annual Out-of-Pocket Maximum

Network Providers	Out-of-Network Providers
\$ 4,000 individual coverage	\$ 5,000 individual coverage
\$ 8,000 family coverage	\$10,000 family coverage

Your annual out-of-pocket maximum consists of funds you spend from your HRA, your deductible responsibility and your cost share amounts.

ABCBS Deductible before HRA Option NGF Eff. 07/17

1 of 4

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

Lumenos Deductible First HRA Plan Summary

Summary of Covered Services

Preventive Care

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

All preventive services received from a network provider are covered at 100%, are not deducted from your HRA and do not apply to your deductible. If you see an out-of-network provider, then your deductible or out-of-network coinsurance responsibility will apply. If you receive any of these services for diagnostic purposes — for example, a colonoscopy when symptoms are present — the appropriate plan deductible and coinsurance will apply and available account dollars may be used to cover costs.

The following is an overview of the types of preventive services covered:

Child Preventive Care

Office Visits for preventive services

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

Immunizations:

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

Adult Preventive Care

Office Visits for preventive services

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

Immunizations:

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

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

Lumenos HRA Plan Summary

Summary of Covered Services (Continued)

Medical Care

Anthem's Lumenos HRA plan covers a wide range of medical services to treat an illness or injury. You can use your available HRA funds to pay for these covered services. Once you spend up to your deductible amount shown on Page 1 for covered services, you will have traditional health coverage with the coinsurance listed on Page 1 to help pay for additional covered services.

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

- Physician Office Visits
- Inpatient Hospital Services
- Outpatient Surgery Services
- Diagnostic X-rays/Lab Tests
- Emergency Hospital Services
(in-network coinsurance applies to both in-network and out-of-network)
- Inpatient and Outpatient Mental Health and Substance Abuse Services
- Maternity Care
- Chiropractic Care
- Prescription Drugs
- Home Health Care and Hospice Care
- Physical, Speech, and Occupational Therapy Services
- Durable Medical Equipment

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

- Skilled nursing facility services subject to 120 number of days per calendar year.
- Home health care services are limited to 365 visits per calendar year.
- Inpatient rehabilitative services unlimited days per member per calendar year.
- Acupuncture is limited to 25 visits per member per calendar year.
- Physical, speech and occupational therapy and chiropractic services subject to an unlimited number of visits per member per calendar year.
- Inpatient hospitalizations require authorizations.
- Your Lumenos HSA plan includes an unlimited lifetime maximum for in- and out-of-network services.

Specific state mandates regarding limitations may apply.

*For a complete list of exclusions and limitations, please refer to your Certificate of Coverage. Some covered services may require pre-approval.

Lumenos HRA Plan Summary

Summary of Covered Services

Please note: This summary is intended to be a brief outline of coverage and is not intended to be a legal contract. The entire provisions of benefits and exclusions are contained in the Group Contract, Certificate and Schedule of Benefits. In the event of a conflict between the Group Contract and this description, the terms of the Group Contract will prevail. This summary is for a full year in the Lumenos plan. If you join the plan mid-year or have a qualified change of status, your actual benefit levels may vary.

Additional limitations and exclusions may apply.

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

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