

AGREEMENT

between

THE TOWN OF WILTON

- and -

**LOCAL 2233 - INTERNATIONAL ASSOCIATION
OF FIRE FIGHTERS, AFL - CIO**

July 1, 2012- June 30, 2016

2007 THROUGH 2011

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AGREEMENT

between

THE TOWN OF WILTON

- and -

**LOCAL 2233 - INTERNATIONAL ASSOCIATION
OF FIRE FIGHTERS, AFL – CIO**

PREAMBLE

This AGREEMENT has been made and entered into this ^{6th} day of ^{January}, 2014 by and between the TOWN OF WILTON, CONNECTICUT (a municipal corporation of that name, hereinafter referred to as the "TOWN") and the INTERNATIONAL ASSOCIATION (A Connecticut Corporation) OF FIRE FIGHTERS (AFL-CIO), on behalf of LOCAL #2233 hereinafter sometimes referred to as the "UNION") in order to maintain and promote harmonious relationships between the TOWN and such of its employees as are within the provisions of the AGREEMENT and to ensure the efficiency and continuity of their duties of public service to be rendered to the Town.

ARTICLE 1 - UNION RECOGNITION

The Town recognizes the Union as the sole and exclusive bargaining agent for the bargaining unit consisting of all uniformed and investigatory positions within the Wilton Fire Department, up to and including the rank of Lieutenant, Captain, Station Captain, Fire Inspector, Deputy Fire Marshal, and Fire Marshal specifically excluding part-time employees working less than twenty (20) hours per week and seasonal employees, supervisors, office/clerical employees, Fire Chief, Deputy Fire Chief(s), and other employees excluded by the Municipal Employees Relations Act.

ARTICLE 2 - TOWN RIGHTS AND RESPONSIBILITIES

There are no provisions in this Agreement that shall deem to limit or curtail the Employer in any way in the exercise of the rights, powers and authority which the Employer had prior to the effective date of this contract unless, and only to the extent that, provisions of this Agreement specifically curtail or limit such rights,

powers and authority. The Local recognizes that the Employer's rights, powers and authority include but are not limited to the right to manage its operations; direct, select, decrease and increase the work force, including hiring, promotion, demotion, transfer, suspension, discharge or layoff; the right to make all plans and decisions on all matters involving its operations; the extent to which the facilities of any department thereof shall be operated, additions thereto, replacements, curtailments or transfers thereof; removal of equipment; outside purchases of products or services; the scheduling of operations, means and processes of operations; the materials to be used, and the right to introduce new and improved methods and facilities; to maintain discipline and efficiency of employees, to prescribe rules to that effect; to establish and change standards and quality standards; to determine the qualifications of employees; and to run the Department efficiently.

ARTICLE 3 - UNION ACTIVITY PROTECTED

- A. Except as provided for elsewhere in this Agreement, all Union activities are protected. Any duly authorized representative of the Union may present the views of the Union, to the citizens on issues which affect the welfare of its members, provided, however, that no employee shall, in the guise of presenting the "view of the Union" engage in any prohibited political activity as defined in any applicable statute, ordinance, charter provision or Civil Service regulation or engage in any activity harmful to departmental discipline, except where necessary to correct misstatements of fact.
- B. The Town shall permit the use of the Day Room, located in Fire Department Headquarters, by the Union for scheduled business meetings when such meetings do not interfere with the operations of the Department or other scheduled uses of the room.
- C. The Town shall give each present employee, and each new employee hired, a copy of this Agreement, a copy of the Code of Accepted Rules and Regulations for the Wilton Fire Department, and a copy of the Town's Employee Handbook.

ARTICLE 4 - PROBATION

New employees shall be on probation for one (1) year. Retention of probationary employees is within the sole discretion of the Town and is not subject to the grievance and arbitration provisions of this Agreement for any reason whatsoever.

ARTICLE 5 - WAGES

The wages for all employees shall be set forth in APPENDIX A hereto. If the Town shall decide to not grant an increase to any employee under the wage progression schedule because of poor performance, such decision shall be subject to the grievance and arbitration procedure.

(The parties agree that this wage Article satisfies all demands of the Union as regards wages for step increases for the balance of the term of this Agreement.)

ARTICLE 6 - GRIEVANCE PROCEDURES

- A. A grievance is defined as any difference between the Town and the Union or members of the bargaining unit as to the interpretation and/or application of any provisions of this Agreement respecting wages, hours, disciplinary action or other conditions of employment.
1. The Union shall submit such grievance in writing on an approved grievance form to the Chief of the Fire Department within ten (10) days of the event giving rise to such grievance, setting forth the nature of the grievance. Within ten (10) days after said Chief receives such grievance, he shall arrange to and shall meet with the representative of the Union, for the purpose of resolving or adjusting such grievance.
 2. If such grievance is not resolved to the satisfaction of the Union by the Chief of the Department within five (5) days after the meeting at step one (1), the Union may present the grievance to the Board of Selectmen in writing within seven (7) days after it receives the answer from the Chief of the Department. The Board shall within ten (10) days of receipt of such grievance, either meet with, or submit its decisions in writing to the grievant and the Union.
 3. If the grievance shall not have been disposed of to the satisfaction of the aggrieved, the Union may submit it to the American Arbitration Association for a final settlement within twenty (20) days after receipt of the Board of Selectmen's decision, provided that a copy of the request for arbitration has been given to the Chief of the Department. The parties agree that the American Arbitration rules will be followed and the parties further agree to accept the arbitrator's award as final and binding upon them, and to equally divide the costs of the arbitration expenses.

- B. At any step of the grievance procedure, either party may request extension of time which can be so extended if mutually agreed upon in writing by both parties.
- C. Any grievance that is not appealed to the next step within the specified time limits will be considered settled on the basis of the last decision rendered.

ARTICLE 7 - DISCIPLINARY ACTION

No permanent employee shall be removed, dismissed, discharged, suspended, fined, reduced in rank or disciplined in any other manner, except for just cause.

ARTICLE 8 - PROMOTIONS TO POSITIONS IN THE BARGAINING UNIT

To provide the greatest amount of upward career mobility for those members of the bargaining unit who wish to assume greater responsibility, the opportunity will be afforded to those members of the bargaining unit to apply for promotional assignments.

- A. Promotions will be awarded to the most qualified employee who bids for a vacant, higher rated job within the Fire Department. If those employees who bid for the job have equal qualifications, the senior employee shall be promoted. Qualifications shall be determined by the Chief of the Department and/or the Civil Service Statutes referring to qualification for promotion. Final approval for promotion will be made by the Fire Commission. Said vacancies will be posted for a period of fifteen (15) days. Qualifications for such promotions, other than to Station Captain positions, will be based on the following weights:

- 1. Written Score -- Forty-five (45) Percent
- 2. Oral Score -- Forty-five (45) Percent
- 3. Job Rating -- Ten (10) Percent

The final score will be determined by adding length of service points to the score calculated by applying the weights set forth above to the written, oral, and job rating scores. The length of services points will be calculated as follows:

Fire Fighter to Lieutenant: Employee will receive one quarter (1/4) point added to his/her score for each full year of service commencing with his/her eighth (8th) complete year of service up to a maximum of three (3) points.

The total time required to reach the maximum three (3) points is nineteen (19) complete years.

Fire Fighter to Captain: Employee will receive one quarter (1/4) point for each full year of service commencing with his/her eighth (8th) complete year of service. Said length of service points will then be divided by two (2) and added to his/her score, up to a maximum of one and one half (1-1/2) points. The total time required to reach the maximum one and one half (1-1/2) points is nineteen (19) complete years.

Lieutenant to Captain: Employee will receive two (2) points added to his/her score for his/her Lieutenant status. In addition, employee will receive one quarter (1/4) point added to his/her score for each full year he/she has been a lieutenant commencing with his/her fifth (5th) complete year as a lieutenant up to a maximum of three (3) points. The total time required to reach the maximum three (3) points is eight (8) complete years as a Lieutenant.

Qualifications for promotions to Station Captain positions, will be based on the following weights:

- | | | | |
|----|---------------|----|----------------------------|
| 1. | Written Score | -- | Forty Percent (40) Percent |
| 2. | Oral Score | -- | Forty Percent (40) Percent |
| 3. | Job Rating | -- | Twenty (20) Percent |

Written and Oral examinations will be conducted not earlier than sixty (60) days after a vacancy is posted.

- B. If no qualified employee bids for such open job, the Town may fill the job from any source available.
- C. The parties recognize that the length of time required to learn all duties vary from position to position according to the complexity of the work involved. Therefore, employees accepting promotion shall be given a fair amount of time and assistance to permit their qualifying for the new position, and failing to qualify within one hundred eighty (180) days from the date the employee is sworn into the promoted position, may return to their former position. Employees declining promotion may do so without fear of discrimination.
- D. In order to participate in the promotional process for the positions of Inspector and Deputy Fire Marshal, a fire fighter shall have been employed

as a fire fighter for at least six (6) years in the Wilton Fire Department.

- E. In order to participate in the promotional process for the position of Lieutenant, the employee must have been employed as a fire fighter in the Wilton Fire Department for at least five (5) years and must possess Connecticut Fire Officer I Certification.
- F. In order to participate in the promotional process for the position of Captain, the employee must currently be a Lieutenant for a least one (1) year, or have been employed as a fire fighter in the Wilton Fire Department for at least eight (8) years and possess Connecticut Fire Officer One Certification.
- G. In order to participate in the promotional process for the position of Fire Marshal, the employee: must currently be a Lieutenant, Captain, Inspector, or Deputy Fire Marshal for at least one (1) year or have been employed as a Fire Fighter in the Wilton Fire Department for at least eight (8) years; must obtain certification as a Fire Marshal in the State of Connecticut within one (1) year of appointment and maintain same; must have and maintain EMT-B certification within the State of Connecticut; and must have a Bachelor's Degree from an accredited college or university in Fire Science Technology or closely-related field; or any equivalent combination of experience and training in lieu of the Bachelor's Degree and above-referenced years of service which provides a demonstrated potential for performing the duties of the Fire Marshal position, to be determined by the Chief of the Department.
- H. In order to participate in the promotional process for the position of Station Captain, the employee must currently be a Lieutenant or Captain for at least three (3) years and possess Connecticut Fire Officer I Certification.
- I. Promotional examinations will be conducted by a qualified, independent, impartial testing agency. The Parties will discuss the appointment of such agency in an effort to agree upon a mutually acceptable selection. In the event no such agreement is reached, the Chief of the Department will designate the agency.
- J. The oral portion of the examination will be conducted by a panel of an outside source from non-surrounding towns and shall consist of members with the rank of no less than the tested position.

ARTICLE 9 - ACTING POSITIONS

Whenever an employee is required to work in a Higher Rated Position for one (1)

twelve (12) hour shift or more, such employee shall be paid at the rate of the acting position for all hours actually worked in said Higher Rated classification.

ARTICLE 10 - BULLETIN BOARD

The Town agrees to permit the Union continued use of the Bulletin Board in the Fire House for its official notices. The Union agrees that the Chief of the Department will have final approval of all such notices prior to their posting, and the Town agrees that such approval shall not be unreasonably withheld. Notices of meetings of the Local shall not require prior approval of the Chief of the Department of the Department.

ARTICLE 11 - WORK WEEK AND OVERTIME

- A. Employees will be assigned to one of the following regular work schedules:
1. Shift schedule - The regular work schedule shall consist of one (1) day of twenty-four (24) hours from 0700 hours to 0700 hours, followed by three (3) days off, for an average of forty-two (42) hours per week.
 2. Day Shift - The regular work schedule shall consist of five (5) days per week, forty (40) hours per week.
 3. Station Captain – The regular work schedule shall consist of one (1) day of twenty-four (24) hours from 0700 hours to 0700 hours, followed by three (3) days off. The Station Captain will have an average work week of forty-two (42) hours. The Station Captain will earn overtime whenever he/she works in excess of his/her regular assigned work schedule. In addition, the Station Captain shall work an extra twelve (12) hours each twenty-eight (28) day work cycle. These twelve (12) hours shall consist of four (4) hours worked on each shift other than his/her own. The Station Captain will be paid for these twelve (12) hours at the rate of time and one half (1-1/2) the regular rate of pay.
- B. Whenever an employee, other than the Fire Marshal, works in excess of his regular assigned work week or work schedule, he/she shall be paid the actual number of hours of overtime worked at the rate of time and one-half (1-1/2) the regular rate of pay. If an employee, other than the Fire Marshal, is called back from off-duty to work overtime, he/she shall be paid for a minimum of two (2) hours.

The Fire Marshal shall be eligible for overtime only with the express approval of the Chief of the Department or his designee or in accordance with Wilton Fire Department standard operating procedures (e.g., blanket authorization for overtime to respond to fires at request of commanding officer), and overtime requested must be for hours worked in excess of the regular assigned work week. If overtime is approved by the Chief of the Department or his designee, the overtime will be worked at the rate of time and one half (1-1/2) the regular rate of pay. If the overtime is approved and the Fire Marshal is called back from off duty to work the overtime, the Fire Marshal shall be paid for a two (2) hour minimum call-back. However, the two (2) hour minimum call-back does not apply to hours worked contiguous to the regular work day or to prearranged, non-emergency events conducted outside of the regular work day.

- C. Should the State or Federal Department of Labor require the Town to pay overtime over forty (40) hours, the Union agrees it will promptly meet with the Town to modify the schedules in A above so as to eliminate the requirement for the overtime pay.
- D. Shift fire fighters shall remain on duty until they have been relieved by their counterpart on the following shift.

ARTICLE 12 - INSURANCE AND PENSIONS

- A. During the term of this Agreement, the Town agrees to provide the following group hospitalization, surgical and medical benefits for employees and their eligible family members, under the following conditions:
 - 1. Effective January 1, 2014, the Anthem Century Preferred PPO plan will be replaced with an Anthem High Deductible Health Plan ("HDHP") with Health Savings Account ("HSA") for all eligible employees and dependents, and a revised Anthem Century Preferred Provider Organization ("PPO"), as set forth below, will be maintained for HSA ineligible employees and dependents. The current benefits provided by Anthem under the Century Preferred Plan shall continue with the plan design changes listed below, and it is understood that the rules, regulations, and determinations of Anthem, as well as the existing terms and conditions of its Century Preferred policy and the HDHP policy with the Town, shall be binding on all parties.

The terms of the HDHP/HSA shall be as follows:

- a. Deductible: \$2,000 single and \$4,000 family. The deductible will cross accumulate between in-network and non-network providers.
- b. After the deductible is paid, the plan will cover 100% of in-network medical and prescription drug charges and 80% of reasonable and customary non-network medical and prescription drug charges.
- c. The maximum out-of-pocket expense for medical services and prescription drugs combined will be \$2,000 single and \$4,000 family in-network and \$4,000 single and \$8,000 for non-network services.
- d. Preventive care will be covered 100% and will not apply towards the deductible.
- e. After exhaustion of the deductible, there shall be no co-pay on prescription drugs.
- f. The Town shall contribute 75% of the deductible into each employee's HSA on or about January 1, 2014 but no later than January 15, 2014. The Town shall pay 60% of the deductible into each employee's HSA on or about July 1, 2014 but no later than July 15, 2014. The Town shall contribute 50% of the deductible into each employee's HSA on or about July 1, 2015 but no later than July 14, 2015 and each July thereafter.
- g. For new employees who enter the plan after January 1, 2014, the Town's contribution to the deductible shall be pro-rated based on date of hire relative to the plan year.
- h. The Monthly Service Fee charged by the banking institution at which the employees' and retirees' (if their HSA account is still maintained by the Town's designated financial institution) HSA's are established will be paid by the Town. All other fees associated with the employees' HSA's shall be responsibility of the employee to pay.
- i. It is the Town's intent that the essential provisions contained in the in-force PPO plan (covered services and procedures, definitions, limitations, exclusions, etc.) will be contained in the plans proposed by the Town in the negotiations for the 2013-2016 collective bargaining agreement. The only exception is the coverage for TMJ

which was disclosed during the course of these negotiations. Furthermore, expenses for all eligible medical and prescription drug services will apply in satisfaction of the HDHP's deductible. This intent has been communicated to Anthem Blue Cross and Blue Shield of Connecticut. When the final plan is determined and written by Anthem, it will be reviewed carefully to assure the plan meets this stated standard.

For employees and dependents ineligible for the HDHP with HSA, a revised Anthem Century Preferred PPO plan, as forth in the tables below, will be available.

Members and dependents deemed ineligible to participate in an HSA due to the military service exclusion set forth in applicable IRS regulations shall be given the option to participate in the PPO plan at the premium cost share in effect for the HDHP with HSA.

For employees and dependents ineligible due to other exclusions set forth in applicable IRS regulations (such as the choice to participate in a spouse's health insurance plan), the PPO plan will be available as a buy-up option, meaning the employee pays the same premium cost share as the participants in the HDHP with HSA as well as the difference in premium between the PPO and the HDHP with HSA plans.

Effective January 1, 2014, the revised Anthem Century Preferred PPO co-pay table will be the following:

Office Visit	\$20.00 co-pay
Emergency Room Visit	\$100.00 co-pay
Urgent Care Visit	\$50.00 co-pay
Hospitalization	\$200.00 co-pay
Prescription Drugs	3 Tier Public Sector Managed Plan: \$10/\$25/\$40 Co-payments \$10 for generic \$25 for formulary \$40 for off formulary 2x Mail Order Unlimited Maximum

Effective January 1, 2015, the revised Anthem Century Preferred PPO co-pay table will be the following:

Office Visit	\$25.00 co-pay
Emergency Room Visit	\$150.00 co-pay
Urgent Care Visit	\$75.00 co-pay
Hospitalization	\$250.00 co-pay
Prescription Drugs	3 Tier Public Sector Managed Plan: \$10/\$30/\$50 Co-payments \$10 for generic \$30 for formulary \$50 for off formulary 2x Mail Order Unlimited Maximum

2. The employees will contribute toward the cost of their HDHP with HSA medical insurance plan as follows: employee contributions of eight and one half (8 1/2) percent of the annual insurance premium cost effective January 1, 2014; nine and one half (9 1/2) percent of the annual insurance premium cost effective July 1, 2014; and ten and one half (10 1/2) percent of the annual insurance premium cost effective July 1, 2015. Said contributions shall be paid through payroll deductions that will be taken from each pay. The percentage set forth above times the actual annual HDHP health insurance premium divided by twenty-six (26) will be the employee contribution that will be taken from each and every pay for the members' premium cost share for the HDHP with HSA and for the PPO coverage for those members ineligible for the HDHP with HSA due to the military service exclusion set forth in IRS regulations. The annual HDHP with HSA premium plus the differential between the PPO plan and the HDHP premiums divided by twenty-six (26) will be the employee contribution that shall be paid through a payroll deduction that will be taken from each and every pay for the members' premium cost share for the PPO plan. In other words, the Town will contribute towards the cost of the PPO plan, the amount it would pay towards the cost of the HDHP with HSA (employer premium share plus deductible), and the employee is responsible for the balance. A Section 125 plan for the premium cost share deduction is in effect.

3. Non-orthodontic dental care benefits up to \$1,000.00 per year with a \$50 deductible, and orthodontic care for dependent children only, up

to \$1,000.00 lifetime with a \$50 deductible. Employees shall contribute toward the cost of their dental insurance plan as follows: employee contributions of four (4) percent of the annual insurance premium cost effective January 1, 2014; six (6) percent of the annual insurance premium cost effective July 1, 2014; and eight (8) percent of the annual insurance premium cost effective July 1, 2015. Said contributions shall be paid through payroll deductions that will be taken from each pay. A Section 125 plan for the premium cost share deduction is in effect.

4. New employees shall become eligible for insurance coverage on the first day of the month following their date of hire.
 5. Employees who retire shall be eligible to purchase, at their own expense, the group insurance coverage then in effect under paragraphs 1 and 3 above, until they are eligible for coverage under Medicare or its successor.
 6. In the event an employee is killed in the line of duty on behalf of the Town, the Town will provide and pay for the above group insurance coverage then in effect, for the employee's surviving spouse and/or eligible dependents. Such Town paid coverage shall continue as to the spouse until he/she either remarries or becomes eligible for equivalent coverage from another source and, as to eligible dependents, until they attain age 18 or, if full-time students, until they attain age 23.
- B. The Town agrees to provide and pay the full costs of the following additional group insurance benefits for employees within the bargaining unit:
1. A Long-term Disability Program.
 2. A Life Insurance Program with a death benefit equal to the employee's annual salary rounded to the next highest thousand and an accidental death or dismemberment benefit in an equal amount.
 3. New employees shall become eligible for insurance coverage on the first day of the month following their date of hire.
- C. Nothing in this Agreement shall obligate the Town to carry its group insurance with any particular carrier. The Town's only obligation is to provide coverage and administrative ease equivalent to or better than (but

not necessarily identical to) those provided at the time of the execution of this Agreement. The Town will not change carriers without first discussing its decision with the Union.

- D. The present Retirement Plan shall continue.
- E. The Town will provide a deferred compensation plan that complies with applicable sections of the Internal Revenue Code and Regulations. As soon as reasonably practicable following the execution of the FY '13 to FY '16 collective bargaining agreement but no later than March 1, 2014, the Town will amend its agreement with its Section 457 deferred compensation plan provider to permit employee Roth contributions to the Section 457 deferred compensation plan and employee contributions to Roth IRA's.
- F. If, during the term of this Agreement, State or Federal legislation is enacted, mandating employer-paid health insurance, the Town may reopen the health insurance provisions of this Agreement for further negotiations.
- G. Effective July 1, 2001, any employee who retires on or after July 1, 2001, pursuant to Section 3(1) "Normal Retirement Date" of the Retirement Plan for Town of Wilton fire fighters, and his/her spouse, but no other dependents shall be eligible to continue in the health insurance benefit set forth in Article 12, Insurance and Pensions, 12(A)(1) and 12(A)(3) of the 2001-2004 collective bargaining agreement between the parties and as this plan may from time to time be modified or amended in future collective bargaining agreements. During said period of retiree health insurance coverage, the Town will pay fifty (50) percent of the lessor of: (a) The actual health insurance premium cost or payment to a self-insurance fund during such period of retiree health insurance coverage or (b) The health insurance premium cost or payment to a self-insurance fund at the time of retirement increased by five (5) percent on July 1 of each year following the year of retirement. The five (5) percent annual increase in the premium in effect at the time of retirement shall be applied on a compound basis, in accordance with the following example.

Premium at time of retirement = P

Date of retirement: July 15, 2002

July 1, 2003: P x 1.05

July 1, 2004: P x (1.05 x 1.05)

July 1, 2005: P x (1.05 x 1.05 x 1.05) and so on.

Each retiree shall have the option to choose either the HDHP with HSA or the PPO plan and can switch between the plans during the Town's open enrollment period each June. If the employee chooses the HDHP with HSA, the Town shall pay fifty (50) percent of the deductible share that the Town then pays for active employees. However, rather than deposit the deductible amount into the HSA, the Town shall deduct the value of the deductible from the retiree's required contribution to the premium cost share in equal monthly installments. In other words, the retiree's annual premium cost share will be calculated as set forth in Article 12(G) above. The portion of the deductible that the Town will contribute on the retiree's behalf (which is fifty (50) percent of that amount the Town would pay if the retiree had still been an employee) will then be deducted from the retiree's annual premium cost share. The resulting amount will then be divided by twelve (12) and paid on a monthly basis.

The health insurance coverage benefit provided in section 12(G) shall terminate at that point in time when: (1) The retiree becomes eligible for Medicare or its successor, even if the retiree's spouse is not yet eligible for such Medicare or successor coverage on that date; or (2) The retiree obtains health insurance coverage through another employer; or (3) The retiree obtains health insurance coverage through his spouse's health insurance plan; or (4) For employees hired on or after July 1, 2007, one hundred forty four (144) months from the date of retirement have passed, whichever event occurs first. If the retiree becomes ineligible for the retiree health insurance coverage and his spouse is not covered by his/her own health insurance coverage, the spouse may continue the retirement benefit set forth in subsection 12(A)(5).

- H. With the Town's conversion to self insured medical and prescription drug benefits plans, future federal and/or state mandates regarding said benefits plans will be handled as follows:
1. If, in the future, a federal or state mandate is passed that the Town would otherwise have been legally required to adopt had the medical and prescription drug benefits plan remained fully insured, the Town shall call such fact to the Union's attention, and the parties shall meet to discuss the mandate and attempt to reach consensus as to whether it should be adopted by the Town.
 2. If the parties agree to adopt the mandate, it shall be so adopted; if the parties agree not to adopt the mandate, it shall not be adopted; if the Town wants to adopt it, but the Union does not, the mandate

shall be adopted; if the Town does not want to adopt it, but the Union does, the mandate shall be adopted.

3. Additionally, the Town represents that in its conversion from a fully insured to a self insured medical and prescription drug benefits plan, state and or federal mandates currently in effect with the fully insured plan shall be carried over to the self insured plan.

ARTICLE 13 - VACATION

In each fiscal year, July 1st to June 30th, each member is entitled to vacation with pay, in accordance with the following schedule:

- A. Employees with less than twelve (12) months of continuous service shall accrue vacation hours in the following manner:
- B. An employee shall be credited with sixty (60) hours of vacation at the end of six (6) months of service. An additional sixty (60) hours of vacation shall be credited to the employee at the completion of the employee's twelfth (12th) month of service.
- C. Employees with more than twelve (12) months of service, but less than six (6) years of service as of July 1 annually shall be credited on July 1 annually with one hundred and twenty (120) hours vacation.
- D. Employees with six (6) years or more of service are entitled to twelve (12) additional hours of vacation for each year above five (5) to a maximum of one hundred and twenty (120) additional hours after fifteen (15) years of service.
- E. Any employee may choose any of his/her vacation at any time during the fiscal year on his/her platoon with the prior approval of the Chief of the Fire Department, or in his absence, his designated representative.
- F. Vacation hours may not be accrued and taken in subsequent years, except in exceptional circumstances which must be approved by the Chief of the Fire Department and the Board of Fire Commissioners during the year in which the vacation would normally have been taken.
- G. All employees hired into or promoted into a day shift position subsequent to October 1, 1994 shall be credited with paid vacation as follows:

Service as of July 1

Entitlement

Less than one (1) year

One (1) week upon completion of six (6) months of service and one (1) more week upon successful completion of the probationary period which is twelve (12) months of service.

More than one (1) year
but less than six (6) years.

Three (3) weeks.

More than six (6) years

Three (3) weeks plus an additional day for each two (2) years of service in excess of five (5) years of service up to a maximum of four (4) weeks.

ARTICLE 14 - INJURY LEAVE

- A. All full time employees covered by this Agreement who suffer personal injury in the performance of their work and who shall be eligible for payment under the Workers' Compensation Act, shall be paid by the Town, for a period not to exceed eighteen (18) months, or maximum recovery, whichever comes first, as determined by the Workers' Compensation Commission. The employee shall receive an amount sufficient when added to the employee's tax-free workers' compensation benefits, to provide the employee his regular weekly straight time rate of pay net of taxes.
- B. In no event, shall such injury leave as provided herein exceed two (2) years. If, after twenty-four (24) months from the date disability began or after attaining maximum recovery, the full-time employee is totally disabled within the meaning of Section 5 of the Pension Agreement, he/she is eligible to apply for the disability benefits therein.
- C. Any member who uses fraud in any way in making a claim for illness or injury, shall be ineligible for any compensation for such time as the Fire Commissioners shall determine. Also any member using fraud as aforementioned shall be charged with conduct unbecoming a fire fighter and shall be suspended and dealt with accordingly.

- D. It is the Town's position that under the State Workers' Compensation statute and prior practice, there is light duty. Light duty will be implemented according to the following guidelines:
1. The light duty policy will be uniformly applied to all bargaining unit members;
 2. Members returned to work on light duty will work their regular twenty-four (24) hour shift unless part of their light duty restriction set by the physician releasing the member to light duty work concerns the number of hours the member can work;
 3. The member will be assigned to work either at Station 1 or Station 2; and
 4. The duties assigned to the member will be consistent with any restrictions placed on the member by the physician releasing the member to light duty work in his/her release to light duty statement and with the collective bargaining agreement.

ARTICLE 15 – FUNERAL LEAVE

In order to permit participation in and attendance at funeral services for the member of the immediate family of an employee, a leave of absence with pay shall be granted to the employee not to exceed forty-eight (48) hours commencing with the day of death. For the purposes of this policy, the term "immediate family" shall be defined as one of the following relations: mother, father, mother-in-law, father-in-law, sister, brother, sister-in-law, brother-in-law, wife, child, grandparents, grandchildren and any relation of an employee in the immediate residence with such employee.

ARTICLE 16 - PERSONAL LEAVE DAYS

All members are entitled to twenty-four (24) hours of personal leave per year, which may be taken at any time during the year, upon notification to the Chief of the Department or his designee.

ARTICLE 17 - LEAVE OF ABSENCE

- A. The Chief of the Department and the Board of Fire Commissioners, jointly, may grant in writing a leave of absence without pay for a period of three (3) months, if in their judgment the request for such leave is reasonable and

replacement is available during leave and there shall be no loss of benefits to the employee. Such employee shall be reinstated upon his written request to the Chief of the Department and the Board of Fire Commissioners to the position or its equivalent which said member held at the time such leave was granted. If said written request is not received prior to the termination of the three (3) month period, said employee shall be considered as resigned unless extreme circumstances prevail.

- B. In the event the employee is eligible for family or medical leave under Federal or State law, it is understood that such entitlement shall be in lieu of his entitlement under A above to the extent of the number of weeks of family or medical leave taken. The employee shall substitute all his/her accrued paid leave for family or medical leave, i.e., the employee's accrued paid leave shall run concurrently with, not in addition to, his/her family or medical leave.

During unpaid family or medical leave, group medical insurance will be continued by the Town as required by law. Group life and long term disability insurance will be continued by the Town provided that the employee submits payment for the cost of the premiums to the Town, monthly, in advance.

It is understood that all leave provisions shall be administered in a manner consistent with an employee's rights, if any, under applicable family and medical leave statutes. Likewise, it is the Parties' intent that the Town shall have the right to exercise any rights of an employer under such applicable statutes.

ARTICLE 18 - SICK LEAVE

- A. Paid sick leave shall be earned at the rate of twelve (12) hours per month commencing with the first (1st) full month of employment .
- B. Each employee shall be entitled to a maximum of two thousand (2,000) unused hours of sick leave. Upon death or retirement only, the unused accumulated hours, up to a maximum of one thousand eight hundred (1,800) hours for employees hired before July 1, 2004 and seven hundred twenty (720) hours for employees hired on or after July 1, 2004, shall be paid to the employee, widowed spouse or remaining dependent children or dependent beneficiary.
- C. Any member who is sick shall notify Fire Headquarters one and one-half (1-

1/2) hours prior to his/her scheduled shift or earlier if possible.

- D. Members who fail to report to duty at the prescribed time, and have not notified Headquarters at least one and one-half (1-1/2) hours before that time, shall be considered as absent without leave; however, any member, realizing he/she will arrive late due to an accident or circumstances beyond his/her control, shall immediately phone or communicate with Headquarters, explaining his/her difficulties and stating approximately the time of his/her arrival at the station.
- E. At the Chief of the Department or his designee's discretion, a note from a physician, indicating that the employee is sick or injured and unable to work and stating the anticipated date the employee should be able to resume performance of the essential functions of his/her job, may be required if an employee is out on sick leave more than twenty-four (24) consecutive work hours. In addition, the Chief of the Department or his designee may require a return-to-duty physician's note indicating that the employee is able to resume performance of the essential functions of his/her job.

ARTICLE 19 - HOLIDAYS

- A. Employees on the payroll of the Town as of January 1st of any given calendar year will be entitled to ninety-six (96) hours holiday pay during that same calendar year, one-half (1/2) payable the first (1st) pay check in June of that same calendar year and one-half (1/2) payable the first (1st) pay check in December of that same calendar year, assuming the employee is still employed by the Town on the payment dates.

An employee hired after January 1 and before July 1 of any given calendar year will be entitled to forty-eight (48) hours holiday pay during that same calendar year, payable the first (1st) pay check in December of that same calendar year, assuming the employee is still employed by the Town on the payment date.

An employee hired on or after July 1 through December 31 of any given calendar year will be entitled to ninety-six (96) hours holiday pay during the following calendar year, one-half (1/2) payable the first (1st) pay check in June of the following calendar year and one-half (1/2) payable the first (1st) pay check in December of the following calendar year, assuming the employee is still employed by the Town on the payment dates.

Notwithstanding the provisions set forth above, an employee who reaches

the Mandatory Retirement Age as set forth in the Retirement Plan for Employees of the Town of Wilton Part IV (such that his employment with the Town necessarily terminates prior to the first (1st) pay in June or the first (1st) pay in December) will receive a pro-rated portion of the holiday pay to which he would have been entitled had he not retired. This pro-rated portion shall be based on the number of full months he worked within the applicable six (6) month period – June through November for the December payment or December through May for the June payment.

Holiday pay will be made at the rate of pay in effect at the time of payment.

- B. Day shift employees will not be eligible for the payment outlined in A above but will take the scheduled holiday off as do other Town Hall employees and will be paid for those holidays as part of the regular pay earned in the work week in which the holidays falls.

ARTICLE 20 - WORK ASSIGNMENTS

The Parties to this Agreement recognizing that the duties and responsibilities of the Fire Service are constantly becoming more complex and demanding, do hereby agree that the main function of the Wilton Fire Fighters shall be Fire Prevention, Fire Suppression, Hazardous Materials intervention and Emergency Medical Service - First Responders. The Town and the Union agree that routine maintenance, cleaning and minor repairs on apparatus and buildings used by the Fire Department are the duties of the fire fighters, following past practice, but that other work, such as building construction, major plumbing or electrical repairs and installations, or such other work as is normally performed by skilled craftsmen of other labor unions, shall not be assigned to employees of the Wilton Fire Department.

ARTICLE 21 - EXTRA DUTY

- A. The Town and the Union agree that when fire watch duty is required, assignments will be made as follows:
 - 1. If less than three (3) fire fighters are required, career fire fighters shall be given preference in such opportunities. If no career personnel accept fire watch duty, the work shall then be offered to volunteer personnel.
 - 2. If three (3) to five (5) fire fighters are required, one (1) of the assignments will be made immediately available to volunteer

personnel. If no volunteer personnel accept the fire watch duty, that one (1) assignment shall then be offered to career fire fighters. Similarly, if career personnel do not accept the fire watch duty assignments available to them, the work shall then be offered to volunteer personnel.

3. If six (6) to eight (8) fire fighters are required, two (2) of the assignments will be made immediately available to volunteer personnel. If no volunteer personnel accept the fire watch duty, the two (2) assignments shall then be offered to career fire fighters. Similarly, if career personnel do not accept the fire watch duty assignments available to them, the work shall then be offered to volunteer personnel.
4. If nine (9) or more fire fighters are required, three (3) of the assignments will be made immediately available to volunteer personnel. If no volunteer personnel accept the fire watch duty, the three (3) assignments shall then be offered to career fire fighters. Similarly, if career personnel do not accept the fire watch duty assignments available to them, the work shall then be offered to volunteer personnel.

- B. The rate of pay for fire duty shall be 1-1/2 (time and a half) times the hourly rate of the top step fire fighter regardless of actual rank and pay rate of the firefighter performing the fire watch duty.

ARTICLE 22 - UNION BUSINESS LEAVE

- A. Two (2) members of the Union Negotiating Committee shall be granted leave from duty with full pay for all meetings between the Town and the Union concerning negotiating the terms of a contract, when such meeting takes place at a time during which said members are scheduled to be on duty.
- B. The Town shall grant leave with full pay for one (1) member of the grievance committee to attend the official Step 2 and Step 3 grievance meetings between the Town and the Union.
- C. The Union President or his designee shall be allotted seventy-two (72) hours per year with pay, for seminars and conventions.

ARTICLE 23 - PAYROLL DEDUCTION OF UNION DUES

- A. All employees who are members of the Union in good standing as of the effective date hereof shall, as a condition of employment, maintain their membership in the Union in good standing for the duration of this Agreement.
- B. It shall be a condition of employment that all employees covered by this Agreement who are not members of the Union and the employees hired on or after the effective date hereof, shall, on the thirty-first (31st) day following the beginning of such employment or the effective date hereof, either become members in good standing in the Union, or pay to the Union an amount equal to the amount paid by the Union members.
- C. The Union agrees to hold harmless the Town in any matter where the above requirement shall be challenged.
- D. The Union further agrees not to use any of the non-members dues for the purposes of political or similar activities.
- E. The Town shall make monthly deductions of Union dues from the earned wages of each employee in such amount as determined by the Union provided that no such deduction shall be made from any employee's wages except when authorized by them on an appropriate form.

ARTICLE 24 - PERSONNEL ASSIGNMENTS

- A. It is the policy of the Town of Wilton to assign no less than two (2) bargaining unit employees to the two (2) front line fire apparatus which are manned and respond to emergencies.
- B. Additionally, should the Chief of the Department place other apparatus in service, and if said apparatus is manned with bargaining unit employees, said apparatus shall have no less than two (2) bargaining unit employees on it to ensure fire fighter safety.
- C. Notwithstanding the above, in the event of an emergency and Department call-back of off-duty bargaining unit personnel, such apparatus may respond to an existing emergency scene already manned with bargaining unit personnel with only one (1) call-back bargaining unit member along with one (1) or more volunteer fire fighters with a minimum Connecticut State Fire Fighter 1 Certification.

ARTICLE 25 - INTERRUPTION OF WORK

The Union and the members of the Union will not cause, sanction or take part in any strike whatsoever (whether sit-in, sympathetic, general or any other kind) walk-out, picketing (except informational picketing), stoppage of work, retarding of work or any other interference with the operation and maintenance of the Department of the Town. The foregoing shall not be deemed in derogation of, but in addition to any provision against strikes provided for by Public Law 159, Laws of 1965, or by any other statute or provision of law.

Any violation of the foregoing paragraph shall be cause for disciplinary action.

ARTICLE 26 - SENIORITY

- A. Seniority shall be on a department-wide basis and shall consist of the length of accumulated continued service of each employee in the Department.
- B. An employee's length of service shall not be reduced by time lost due to sick leave or authorized leave of absence, nor shall such time be considered as an interruption of continuous service for the purpose of determining vacation eligibility. Any such authorized personal leave of absence, however, shall result in a reduction of the employee's earned vacation, sick, holiday, and personal time on a pro rata basis.
- C. Any layoff of employees shall be made in inverse order of employment. The last employees hired shall be the first to be laid off. In the event of subsequent recall, the last employee laid off shall be the first recalled.
- D. A departmental seniority list shall be posted approximately July 1st of each year.
- E. An employee's length of service shall be broken and his/her seniority shall be lost as a result of the following:
 - 1. Voluntary quits,
 - 2. Discharge for just cause,
 - 3. Layoff for a period of more than one (1) year,
 - 4. Disability for a period of more than two (2) years,
 - 5. Failure to report to work upon the expiration of an approved leave of absence,

ARTICLE 27 - UNIFORMS AND PROTECTIVE CLOTHING

- A. All station uniforms, when purchased, shall meet or exceed the standards set forth by the most current edition of NFPA Standard 1975.
- B. All protective fire fighting clothing, when purchased, shall meet or exceed the standards set forth by the applicable NFPA standards and those required by ConnOSHA CFR 1910.156. Members may wear any protective fire fighting equipment as long as it meets the color, striping, and letter requirements of the current equipment and meets or exceeds the protection level of Town issued equipment.
- C. The Town will continue to provide both dress and work uniforms as needed as determined by the Chief of the Department. The Union agrees that the Chief of the Department shall have the responsibility of identifying the rules governing the use of such uniforms.
- D. The Town will continue to pay for the cleaning of uniforms as was in effect on July 1986.

ARTICLE 28 - WELLNESS PROGRAM

- A. The Parties recognize that there are certain hazards inherent in the fire fighter's occupation which relate to smoke inhalation. Such hazards can cause or increase the possibility of chest and heart disease. While the Town has the basic responsibility for providing protection for employees engaged in this occupation, the Parties acknowledge that the fire fighter, himself, also has a major responsibility to keep in good physical condition so that he can perform all the duties required.
- B. As a condition of employment, employees hired after July 1, 1985, shall be non-smokers and shall remain non-smokers for the duration of their employment.
- C. A Wellness Committee will be established. The Wilton Fire Department will maintain a Wellness area, suitable for such purpose, as recommended by the Wellness Committee and determined by the Chief of the Department, outside the career Day Room.
 - 1. The Town will maintain the multi-station equipment at both stations.
 - 2. The Town will provide a fund with a budget of one-thousand and no/100 (\$1,000.00) dollars each year of this Agreement as

recommended by the Wellness Committee and determined by the Chief of the Department, for the purpose of purchasing new fitness equipment and accessories. The Wellness Committee will determine what equipment and accessories will be purchased with the available funds.

- D. All employees must take a complete physical examination at least once each year. This examination is to be performed by a physician appointed by the Town. As a result of this examination, and if necessary, the physician may recommend a weight control program with targeted time and poundage parameters most appropriate for each individual. The attainment of those targets will be evaluated by the appointed physician on a schedule which he will institute. The cost of such physical shall be defrayed by the Town's insurance benefits to the greatest extent possible and any additional cost of such physical will be borne by the Town. This examination shall be conducted by a recognized physician, selected by the Town and shall take place as close to the end of the calendar year as possible.
- E. The Town, at its expense, will provide a physical examination at the time of employment, and employees hired will be required to acknowledge, in writing, as a condition of employment, that they have certain audiological or pulmonary deterioration or heart disease if such conditions exist.

ARTICLE 29 - HEALTH AND SAFETY

The Town and the Union mutually agree that there shall be a Fire Department Safety Committee comprised of two (2) Union members and two (2) Management members. Said Committee will meet once monthly to discuss safety and recommended training methods. If a tie vote is reached on a specific matter, the First Selectman shall have one vote to break the tie.

ARTICLE 30 - MILITARY LEAVE

- A. Any member of the Fire Department shall be granted a leave of absence without pay if drafted for military service or if they enlist and provided such service does not exceed four (4) years total service. Such employees shall be reinstated, upon their request, to the position, or its equivalent, which they held at the time such leave was granted, without loss of seniority, provided that such request is made within three (3) months of the date they are separated from the military service and provided they receive an honorable military discharge and provided they are physically capable to perform the required duties.

- B. The Town will pay to an employee with Reserve or National Guard duty obligations the difference between his regular straight time pay and his military pay when his annual training period (not to exceed thirty (30) days) and weekend drill obligations conflict with his regularly scheduled shift. The employee must submit his/her schedule of military duty to the Town in advance of its occurrence. The Town will pay the employee his/her regular pay for the time spent on military duty which conflicted with his/her regularly-scheduled shift. The employee will endorse his/her military paycheck to the Town. In the alternative, the employee will pay the Town by personal check an amount equal to the portion of his/her military pay attributable to the time spent on military duty which conflicted with his/her regularly-scheduled shift.
- C. Notwithstanding anything else contained herein to the contrary, all terms and conditions of this Agreement shall be construed in a manner which is consistent with the Uniformed Services Employment and Reemployment Rights Act (USERRA) and other applicable State and Federal law.

ARTICLE 31 - EMERGENCY MEDICAL TRAINING

- A. All bargaining unit members shall be Connecticut E.M.T. certified, and recertification training will be provided during the normal work shift in house. All bargaining unit members Connecticut E.M.T. certified who have successfully completed their probationary period shall be entitled to an annual payment of seven-hundred fifty and no/100 (\$750.00) dollars in FY '13, eight-hundred seventy-five and no/100 (\$875.00) dollars in FY '14 and one-thousand and no/100 (\$1,000.00) dollars in FY '15 and subsequent years payable in the first pay in July.
- B. In the event a bargaining unit member is required to attain Connecticut E.M.T. certification or recertification on his/her own time because he/she was off on authorized leave at the time the training was offered on his/her own shift, the bargaining unit member shall be compensated at a rate of time and one-half (1-1/2) the regular rate of pay.

ARTICLE 32 - TRAINING

- A. Career Captains shall conduct regularly scheduled training sessions of Career and Volunteer personnel as directed by the Department's Deputy Chief of Operations. Development of training program is not the responsibility of the Captains.

- B. Department-wide training days will be posted at least thirty (30) days in advance. Personnel will be excused from training session if on authorized leave that has been approved at least seven (7) days in advance of the scheduled training session. All off duty personnel will be paid at time and a half (1-1/2) for this training time. Employees shall not swap shifts on mandatory training days unless they swap to a shift where the same mandatory training is being given.

ARTICLE 33 - CIVIL PREPAREDNESS

Bargaining unit employees will perform functions related to Civil Preparedness as directed by the Fire Chief, but shall not perform management functions or make policy decisions, except while representing the Fire Department in the Town's Emergency Operation Center.

ARTICLE 34 - CERTIFICATION

- A. Prior to any newly hired employees being assigned to fire fighting duties, they shall attain Connecticut Fire Fighters II Certification.

ARTICLE 35 - EDUCATIONAL ALLOWANCES

- A. The Town agrees to establish an annual educational fund which will be available to all members of the Department for the purpose of improving their professional standing and in recognition of their having accomplished certain professional objectives.
- B. Employees who propose to pursue a job-related degree program which will make them eligible to apply for benefits under this Article must obtain the Chief of the Department's written approval in advance.
- C. Employees who are candidates for an academic degree in a program which is job-related, in the judgment of the Chief of the Department, will be eligible to make application to the Fire Commission for reimbursement of seventy-five (75) percent of their expenses in connection with tuition, registration, lab fees and books in such degree program. Such reimbursement shall only apply to successful completion of a course with a grade of "B" or better or a passing grade where a pass/fail system in is effect.
- D. The annual fund is available to those eligible employees (more than one (1) year of service and not also eligible for G.I. Benefits) on a seniority-wide

basis. The fund will be \$12,500.00, \$7,500.00 designated for the stipend payments provided for in Article 35(E) and \$5,000.00 for education reimbursement provided for in Article 35(C), in each year of this Agreement.

Employees shall submit their application for educational allowance credits, which shall include an official transcript from an accredited college or university sent directly from the college or university to the Town as proof of eligibility for this allowance, only once, not annually, and shall amend their application only when necessary. Submission of an official transcript shall apply only to new credits as of July 1, 2012. The fund is subject to diminution by the annual payments relating to educational accomplishments as per the following schedule:

- E. The Town will pay each member an educational allowance of \$7.00 per college credit earned him, payable June of each year, which shall be processed through the regular payroll with applicable payroll deductions.

ARTICLE 36 - LONGEVITY

Personnel covered by this Agreement will be entitled to the following longevity pay payable the first pay period in July:

<u>YEARS OF SERVICE</u>	<u>LONGEVITY PAY (1st Pay Period in July)</u>
10	300
11	330
12	360
13	390
14	420
15	450
16	480
17	510
18	540
19	570
20 and over	650

ARTICLE 37 - HAZMAT CERTIFICATION

Annually, during the term of this Agreement, the Town will make an annual payment of \$1,000.00 to members of the bargaining unit who are fully-certified as a HAZMAT Technician, subject to the following conditions:

- A. This benefit shall be limited to two (2) technicians per shift (and a departmental total of eight (8)).

- B. The Chief of the Department shall post written notice to all bargaining unit employees indicating when they are eligible to apply to become a designated HAZMAT technician. If two (2) or more qualified employees apply, the decision will be based on rank and, if rank is equal, then seniority as defined in this Agreement.
- C. Employees receiving a benefit under this Article are responsible for (1) obtaining certification and recertification on their own time and at their own expense and (2) attaining and maintaining membership in good standing in the Fairfield County HazMat Team in accordance with the by-laws in effect on the effective date of this Agreement.
- D. First time payments will be made the following pay period after the employee attains certification. Each subsequent annual payment will be made by the Town in the last paycheck issued in June in each full contract year in which the employee remained certified subsequent to the year in which certification was attained.

ARTICLE 38 – PHYSICAL FITNESS

The Town and the Union agree that maintaining the level of physical fitness necessary to safely execute the essential functions of the fire service is mutually beneficial. A joint labor/management committee (“Committee”) will be formed to establish mutually acceptable standards of physical fitness, using as a reference the IAFF and IAFC standards.

The Committee shall consist of the Chief of the Department, the Deputy Chief and two (2) bargaining unit members (to be selected by the bargaining unit). By July 1, 2005, the Committee will draft a proposed Wellness Program. Implementation of the Wellness Program and funding of the program will commence upon approval of the Chief of the Department. Participation by all bargaining unit members in the Wellness Program shall be mandatory. Each fiscal year the employee meets his/her stated goals, as set forth by the Wellness Program, he/she shall receive \$400.00 in the first pay of July following the conclusion of the fiscal year in which the employee met his/her stated goals. If the employee does not meet his/her stated goals, he/she shall not be disciplined as long as he/she can show he/she has met the minimum level of participation set forth in the Wellness program. At the discretion of the Committee, the content and success of the Wellness Program will be evaluated on a biannual basis.

ARTICLE 39 – ALCOHOL AND CONTROLLED SUBSTANCES TESTING PROGRAM

The Town and the Union have agreed to an alcohol and controlled substances testing program the terms and conditions of which are set forth in the negotiated document referred to as "The Town of Wilton Alcohol and Controlled Substances Testing Program and Policy Statement" executed by the parties on the 20th day of January, 2005 which is by reference made part of this Agreement with the following modification: a member who has a .08 breath alcohol test result, tests positive for controlled substances, or has a combination of these two test results shall not be allowed to participate in any promotional examinations for a period of twelve (12) months from the date of the test(s) that produced a positive result or until production of certification of successful completion of requirement treatment program, whichever event occurs first in time.

ARTICLE 40 - DURATION

- A. The provisions of this Agreement shall be effective July 1, 2012, and the duration of this Agreement shall extend through June 30, 2016, Either Party wishing to terminate, amend or modify such Agreement must so notify the other Party in writing no more than one hundred eighty (180) days, and not less than one hundred fifty (150) days, prior to the expiration date or the Agreement shall automatically renew itself from year to year until proper notice is given. Within five (5) days of receipt of such notification by either Party, a conference shall be held between the Town of Wilton and the Union Negotiating Committee for the purpose of negotiating such amendment, modification or termination.

- B. In the event that a successor Agreement is not in effect at the termination of this Agreement, then the terms and conditions of this Agreement will remain in effect.

IN WITNESS THEREOF, the parties have caused their names to be signed this
Sixth day of January, 2018.

TOWN OF WILTON

LOCAL 2233 --
INTERNATIONAL ASSOCIATION
OF FIREFIGHTERS, AFL-CIO

W. Brennan
First Selectman

D. Kelly
President

Jane L. Lippel
Witness

K. B. Gunn
Witness

APPENDIX A

SECTION 1 - WAGE SCALE General Wage Increases of 2.0% in FY '13 and 2.5% in FY '14, FY '15, and FY '16

Firefighter Hired Before July 1, 2004	1	2	3	4	5	
July 1, 2012	57,822	60,595	63,506	66,555	69,751	
July 1, 2013	59,267	62,110	65,094	68,219	71,494	
July 1, 2014	60,749	63,663	66,721	69,924	73,282	
July 1, 2015	62,268	65,254	68,389	71,672	75,114	
Firefighter Hired On or After July 1, 2004	1	2	3	4	5	6
July 1, 2012	55,173	57,822	60,595	63,506	66,555	69,751
July 1, 2013	56,552	59,267	62,110	65,094	68,219	71,494
July 1, 2014	57,966	60,749	63,663	66,721	69,924	73,282
July 1, 2015	59,415	62,268	65,254	68,389	71,672	75,114
Lieutenant						
July 1, 2012	71,779	73,769				
July 1, 2013	73,574	75,614				
July 1, 2014	75,413	77,504				
July 1, 2015	77,299	79,442				
Captain	1	2	3			
July 1, 2012	76,626	79,230	81,923			
July 1, 2013	78,542	81,210	83,971			
July 1, 2014	80,506	83,241	86,071			
July 1, 2015	82,518	85,322	88,222			
Station Captain						
July 1, 2012	90,116					
July 1, 2013	92,369					
July 1, 2014	94,678					
July 1, 2015	97,045					
Inspector	1	2	3			
July 1, 2012	89,363	91,994	94,712			
July 1, 2013	91,597	94,294	97,080			
July 1, 2014	93,887	96,651	99,507			
July 1, 2015	96,234	99,067	101,995			

Deputy Fire Marshal	1	2	3			
July 1, 2012	89,029	92,054	95,183			
July 1, 2013	91,254	94,355	97,563			
July 1, 2014	93,536	96,714	100,002			
July 1, 2015	95,874	99,132	102,502			
Fire Marshal	1	2				
July 1, 2012	95,979	101,334				
July 1, 2013	98,378	103,867				
July 1, 2014	100,838	106,464				
July 1, 2015	103,359	109,126				

All members shall receive their pay via direct deposit as soon as reasonably practicable after the execution of the FY '13 to FY '16 collective bargaining agreement with the understanding that members shall still receive a paper paystub and/or electronic notification of same.

Terms of Service necessary to promote to the next step shall be determined from date of hire.

Fire Fighter

Any employee with less than one (1) year of service in their classification shall be paid at Step 1 of the range of their classification. Any employee who has completed one (1) year but less than two (2) years of service in their classification shall be paid at Step 2 of the salary range of their classification. Any employee who has completed two (2) years but less than three (3) years of service in their classification shall be paid at Step 3 of the salary range of their classification. Any employee who has completed three (3) years but less than four (4) years of service in their classification shall be paid at Step 4 of the salary range of their classification. Any employee who has completed four (4) or more years of service in their classification shall be paid at Step 5 of the salary range of their classification. Any employee who has completed five (5) or more years of service in their classification shall be paid at Step 6 of the salary range of their classification.

Lieutenant

Future appointments to the position of Lieutenant shall be subject to the posting, bidding and testing provisions of Article 8 as well as the conditions set forth in Article 8, Section E.

Any employee with less than one (1) year of service in his/her classification shall be paid at Step 1 of the range of his/her classification. Any employee who has completed one (1) year but less than two (2) years in his/her classification shall be paid at Step 2 of the salary range of his classification.

Captain

Any employee with less than one (1) year of service in his/her classification shall be paid at Step 1 of the range of his/her classification. Any employee who has completed one (1) year but less than two (2) years in his/her classification shall be paid at Step 2 of the salary range of his classification. Any employee who has completed two (2) years but less than three (3) years in his/her classification shall be paid at Step 3 of the salary range of his classification.

Station Captain

Future appointments to the position of Station Captain shall be subject to the posting, bidding, and testing provisions of Article 8 as well as the conditions set forth in Article 8, Section H.

Inspector

If an Inspector is appointed from the rank of Fire Fighter or Lieutenant, he/she shall receive the pay as in Step 1 of Inspector. If an Inspector is appointed from the rank of Captain, he/she shall receive the pay as in Step 2 of Inspector if he/she occupied Step 1 or Step 2 of the Captain's wage scale, or he/she shall receive the pay as in Step 3 of Inspector if he/she occupied Step 3 of the Captain's wage scale.

Deputy Fire Marshal

If a Deputy Fire Marshal is appointed from the rank of Fire Fighter or Lieutenant, he/she shall receive the pay as in Step 1 of Deputy Fire Marshal. If a Deputy Fire Marshal is appointed from the rank of Captain or Inspector, he/she shall receive the pay as in Step 2 of Deputy Fire Marshal if he/she occupied Step 1 or Step 2 of the Captain's or Inspector's wage scale, or he/she shall receive the pay as in Step 3 of Deputy Fire Marshal if he/she occupied Step 3 of the Captain's or Inspector's wage scale.

Fire Marshal

Future appointments to the position of Fire Marshal shall be subject to the posting, bidding, and testing provisions of Article 8 as well as the conditions set forth in Article 8, Section G.

Any employee with less than one (1) year of service in his/her classification shall be paid at Step 1 of the range of his/her classification. Any employee who has completed one (1) year but less than two (2) years in his/her classification shall be paid at Step 2 of the salary range of his classification.

APPENDIX B

The Parties agree that specifying wage increases at a future date in no way intends to suggest a guarantee of employment to any member of the Bargaining Unit and further stipulate this Appendix is subject to the provisions of Article 2 of this Agreement.

MEMORANDUM OF AGREEMENT

- A. The Town and the Union recognize the important role of bargaining unit fire fighters under the current EMS 3-tier system within the Town of Wilton.

In the event the Town changes the current system, the Town agrees to negotiate with the Union over the effects of such changes, if any, if such changes have an impact (other than a de minimis impact) upon the working conditions of bargaining unit employees.

- B. In the course of negotiations, the Town agreed to a Union proposal that the existing Lieutenants be designated Captains and the existing Senior Fire Fighters be designated Lieutenants when the successor Agreement goes into effect. In reaching this agreement, compensation and duties were discussed and the following understandings were reached:

1. This change will not involve an increase in compensation.
2. The Chief of the Department or his designee will be free to assign to the Captains additional responsibilities commensurate with the authority of a line officer of that rank and which may include, but are not limited to, developing and implementing programs regarding equipment, safety, building maintenance, including all supplies, hydrants, etc., and communications and information technology needs. It is also understood that the Captains will assist in the development of training programs and in conducting training programs but will not be assigned to assume overall development responsibilities for training programs.


Town of Wilton 2/27/08


Local 2233

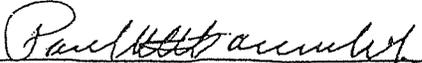
MEMORANDUM OF UNDERSTANDING

The following Memorandum of Understanding is between the Town of Wilton ("Wilton") and Local 2233, International Association of Fire Fighters, AFL-CIO ("Union").

1. The Town and the Union negotiated in good faith for a collective bargaining agreement to succeed the July 1, 2001 – June 30, 2004 agreement.
2. Tentative Agreement was reached on November 1, 2004 and set forth in a Tentative Agreement document. This Tentative Agreement was subsequently ratified by both parties and memorialized in an Agreement dated 1.20.05.
3. Included in Appendix A, Section 1 – Wage Scale, of the Agreement is a new Step 1 for the Firefighter wage scale. The new Step 1 is a wage that is 4.8% less than the Step 1 in effect during the 2001-2004 agreement. The effective date of the successor Agreement is July 1, 2004 and wage adjustments are retroactive to July 1, 2004 with one exception. Patrick Garber was hired on October 4, 2004 at the Step 1 in effect during the 2004 fiscal year pursuant to the 2001-2004 agreement. Patrick Garber's base salary figure will not be reduced from the fiscal year 2004 Step 1 to the fiscal year 2005 Step 1 despite his October 4, 2004 hire date.
4. The Agreement contains a modification to the sick leave accrual policy set forth in Article 18(B) – Sick Leave such that members hired on or after July 1, 2004 shall attain a maximum sick leave payout of 720 hours upon death or retirement instead of the 1,800 maximum sick leave payout possible under the 2001-2004 agreement. Patrick Garber will be subject to the sick leave payout provision effective with the 2004-2007 Agreement.
5. Article 14(A) – Injury Leave of the Agreement provides that "All full time employees covered by this Agreement who suffer personal injury in the performance of their work and who shall be eligible for payment under the Workers' Compensation Act, shall be paid by the Town, for a period not to exceed twenty-four (24) months, or maximum recovery, whichever comes first, as determined by the Workers' Compensation Commission. The employee shall receive an amount sufficient when added to the employee's tax-free workers' compensation benefits, to provide the employee his regular weekly straight time rate of pay net of taxes." During the course of negotiations, the Town informed the Union that it had come to the attention of the Town that the above-framed language had been misapplied during the terms of prior agreements, such that employees have been reimbursed in excess of that which the agreement requires. The Town and the Union agree that the Town will from this point forward, or until such time as this provision is modified in subsequent collective bargaining agreement negotiations, apply the contract wording correctly.

FOR THE TOWN OF WILTON

FOR LOCAL 2233, INTERNATIONAL
ASSOCIATION OF FIRE FIGHTERS, AFL-CIO


Paul F. Hannah, Jr. Date
First Selectman 11/20/05

 20 Jan 2005
Michael Michelsen Date
President

MEMORANDUM OF UNDERSTANDING

The parties, the Town of Wilton (the "Town") and Local 2233, International Association of Firefighters, AFL-CIO (the "Union"), after having bargained in good faith concerning the terms and conditions of employment of the Fire Marshal position generally and Fire Marshal Dave Kohn specifically pursuant to Connecticut State Board of Labor Relations Certification and Modification of Unit, Decision No. 4098, dated November 1, 2005, have come to agreement.

The provisions of the agreement that set forth the terms and conditions of employment of the Fire Marshal position generally have been incorporated in the collective bargaining agreement in effect from July 1, 2007 through June 30, 2011. The terms and conditions of employment for Fire Marshal Dave Kohn that differ from those of the Fire Marshal position generally are described on the attached summary document.

This statement and the attached summary document serve as a memorandum of understanding to the 2007-2011 collective bargaining agreement between the Town and the Union.

IN WITNESS THEREOF, the parties have caused their names to be signed this 26th day of February, 2008.

TOWN OF WILTON

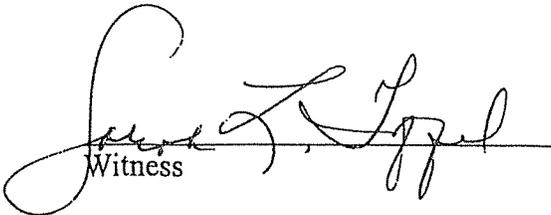
LOCAL 2233, INTERNATIONAL
ASSOCIATION OF FIREFIGHTERS,
AFL-CIO



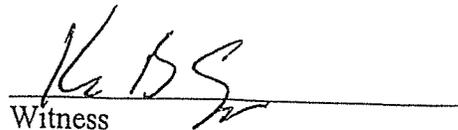
William F. Brennan
First Selectman



Michael Michelsen
President



Witness



Witness

Memorandum of Understanding
between
Town of Wilton
and
Local 2233 – International Association of Fire Fighters, AFL-CIO

Addressing Terms and Conditions of Employment of Fire Marshal Kohn Pursuant to
Connecticut State Board of Labor Relations Certification and Modification of Unit,
Decision No. 4098 Dated November 1, 2005

The following is a list of negotiated terms and conditions of employment for Fire Marshal Dave Kohn that differ from those set forth for the Fire Marshal position in the collective bargaining agreement in effect July 1, 2007 through June 30, 2011 (the "Agreement"). With the exception of the provisions listed below, Fire Marshal Kohn shall be subject to all terms and conditions of employment applicable to the Fire Marshal position described in the current Agreement.

COLLECTIVE BARGAINING AGREEMENT PROVISION	FIRE MARSHAL DAVE KOHN
Article 11 – Work Week and Overtime	Dave Kohn will be assigned to the Day Shift. The regular work shift shall consist of five (5) days per week, forty (40) hours per week, Monday through Friday, with hours of 7:30 a.m. to 4:00 p.m. with an unpaid half-hour (1/2) for lunch.
Article 13 – Vacation	Dave Kohn shall receive five (5) weeks vacation granted on July 1, 2006 and every July 1 thereafter.
Article 18 – Sick Leave	Dave Kohn was credited with eighteen hundred (1,800) hours of sick leave for sick leave use on March 9, 2007 and gets paid for fifty percent (50%) of accrued sick leave up to a maximum of eight hundred (800) hours at time of retirement or death.
Article 40 – Duration	July 1, 2007 – June 30, 2011
Job Description	Use current December 6, 2001 job description.

OFFICE OF THE
FIRST SELECTMAN

Telephone (203) 563-0100
Fax (203) 563-0299

Selectman@wiltonct.org



William F. Brennan
First Selectman

Susan A. Bruschi
Second Selectman

Richard Creeth

Harold E. Clark

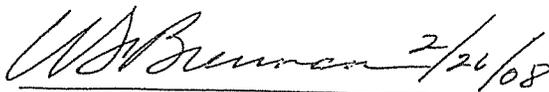
Ted W. Hoffstatter

TOWN HALL
238 Danbury Road
Wilton, CT 06897

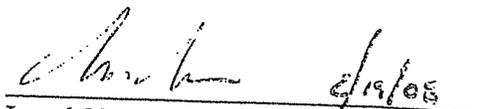
TO ALL WILTON FIRE DEPARTMENT EMPLOYEES PARTICIPATING IN
THE TOWN OF WILTON'S ALCOHOL AND
CONTROLLED SUBSTANCES TESTING PROGRAM:

Alcohol misuse and illegal use of controlled substances have a debilitating effect on the society in which we live. Substance abuse can have devastating consequences not only for the individual using the substance but for his family, employer, and innocent bystanders. By negatively impacting a person's health, work productivity, and personal life, alcohol and substance abuse affects virtually every aspect of an individual's life, often with tragic consequences.

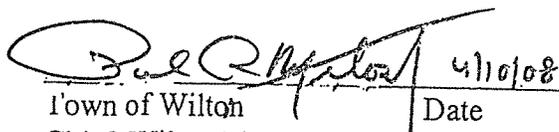
The attached Testing Program and Policy Statement addresses both the testing program requirements and the disciplinary consequences that will be enforced by the Town of Wilton. This policy is a product of management guidelines and areas on which the Town of Wilton and Local 2233, International Association of Firefighters have agreed and executed on January 20, 2005 and most recently revised during the course of negotiations for a successor collective bargaining agreement dated July 1, 2007 through June 30, 2011.

 2/26/08

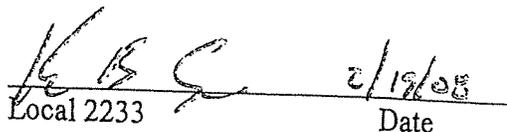
Town of Wilton
First Selectman
Date

 2/19/08

Local 2233,
International Association of Firefighters
President
Date

 4/10/08

Town of Wilton
Chief, Wilton Fire Department
Date

 2/19/08

Local 2233
International Association of Firefighters
Vice President
Date

THE TOWN OF WILTON

ALCOHOL AND CONTROLLED SUBSTANCES
TESTING PROGRAM AND POLICY STATEMENT

Policies and Information for Wilton
Fire Department Employees Subject to Mandatory
Alcohol and Controlled Substances Testing

1. OVERVIEW

The Town of Wilton ("Town") and Wilton Fire Fighters Union, IAFF Local 2233 ("Union") recognize that the critical and safety-sensitive 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, from the possession, use or being under the influence of alcoholic beverages or drugs at the Town's work site 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 Testing Program and Policy Statement.

The Town of Wilton and Wilton Fire Fighters Union, IAFF Local 2233 committed to establishing and maintaining a lawful Alcohol and Controlled Substances Testing Program ("Testing Program") for all career uniformed employees of the Wilton Fire Department. The following policies, procedures, and information are an important part of this Testing Program.

Please familiarize yourself with the Testing Program, administrative actions, consequences for employment, and your rights and obligations as described in this Policy. If you have any questions or concerns regarding any aspect of the Testing Program or this Policy, feel free to contact the designated Town Program Coordinator:

Chief Paul Milositz, 203/834-6246
(Name, Title, & Phone Number)

2. INDIVIDUALS WHO ARE COVERED BY THE TOWN'S
ALCOHOL AND CONTROLLED SUBSTANCES TESTING
PROGRAM AND POLICY

The Testing Program applies to all career uniformed members of the Wilton Fire Department in, including but not limited to, the following ranks: Firefighter, Lieutenant, Captain, Station Captain, Inspector, Deputy Fire Marshal, and Fire Marshal. The Testing Program applies to employees any time they are functioning in their capacity as an employee of the Wilton Fire Department. All work associated with fulfilling the responsibilities of a career uniformed member of the Wilton Fire Department is

considered to be safety-sensitive, including participation at public education events and fire watch assignments.

Any employee subject to the Testing Program is considered to be engaged in the performance of these safety-sensitive functions from the time he/she begins to perform such functions, or is required to be in readiness to perform them, until the time he/she is relieved from such work and from all responsibility for performing such work.

3. PROHIBITED ALCOHOL- AND CONTROLLED-SUBSTANCES-RELATED CONDUCT

The following activities are prohibited alcohol- and controlled-substances-related conduct under the Testing Program:

- Reporting for duty or remaining on duty requiring the performance of safety-sensitive functions while having a blood alcohol level of 0.02 or greater;
- Possessing alcohol while on duty;
- Using alcohol while performing safety-sensitive functions. This prohibition includes the use of any beverage, mixture, preparation, or medication that contains alcohol, excluding mouthwash;
- Performing any safety-sensitive functions within 4 hours after using alcohol. This prohibition includes the use of any beverage, mixture, preparation, or medication that contains alcohol;
- Using alcohol within 8 hours following an accident that requires a post-accident alcohol test under the Testing Program, or until the employee has undergone a post-accident alcohol test, whichever occurs first;
- Reporting for duty or remaining on duty requiring the performance of safety-sensitive functions when using any controlled substances **except** when the use is pursuant to the instructions of a physician who has advised the employee that the substance the employee is using does not adversely affect the employee's ability to operate a vehicle safely and/or perform safety-sensitive functions. **Note:** If a licensed medical practitioner prescribes any drugs for medical reasons for a safety-sensitive employee, the Town requires the employee to provide the Program Coordinator with the practitioner's written certification that the safety-sensitive worker is fit to carry out safety-sensitive responsibilities prior to the employee's performance of any safety-sensitive activities.
- The prohibited controlled substances to be tested for under this Program are:

1. Marijuana

2. Cocaine
 3. Amphetamines
 4. Opiates
 5. Phencyclidine.
- The level of prohibited controlled substance that shall be deemed a positive test result shall be as set forth in the federal regulations, 49 CFR Part 40, promulgated by the Department of Transportation and Federal Highway Administration for purposes of establishing a mandatory alcohol and controlled substances testing program for employees whose positions require them to hold a commercial driver's license and operate a commercial motor vehicle (hereinafter "Regulations").
 - Refusing to submit to alcohol and/or controlled substances testing under the Testing Program or engaging in any conduct that clearly obstructs the testing process, e.g., failure to provide a sufficient quantity of urine within the prescribed time limit, failure to provide sufficient quantities of breath or other fluids without a valid medical explanation, tampering with or attempting to adulterate the specimen, engaging in conduct that obstructs the testing process, failing to notify an employer that the safety-sensitive worker is in a post-accident situation requiring testing, not being available for post-accident testing without a valid reason, or, after notification, not reporting directly to the collection site without a valid reason.

4. **CIRCUMSTANCES UNDER WHICH EMPLOYEES AND PROSPECTIVE EMPLOYEES ARE SUBJECT TO THE TESTING PROGRAM**

Pre-Employment Testing: Applicants for employment in a safety-sensitive position will be subject to pre-employment controlled substances testing. The Town will make an offer of employment contingent upon the applicant achieving negative test results in conformance with federal regulations.

This provision also applies to workers who are transferred or promoted to a safety-sensitive position.

Post-Accident Testing: Post-accident testing will be conducted if the safety-sensitive employee was performing safety-sensitive functions, and either of the following conditions occurred:

- An accident resulting in a fatality; or
- An employee received a citation under State or local law for a moving traffic violation arising from an accident.

- For the purposes of this section, “accident” is defined as an incident involving a Town vehicle in which there is a fatality, an injury treated away from the scene, or a vehicle is required to be towed from the scene.

The employee must submit to post-accident alcohol testing within a maximum of 8 hours and controlled-substances testing within 32 hours after the accident. The employee must not use any alcohol for 8 hours after the accident or prior to post-accident testing, whichever occurs first. In addition, the employee must notify his/her supervisor or his/her designee that he/she was in a post-accident situation requiring testing, must not leave the scene of the accident without a valid reason, and must keep his/her supervisor or his/her designee informed of his/her whereabouts for the entire 32-hour period of time or until post-accident testing, whichever occurs first. The supervisor, or his/her designee, will contact the testing service and make the arrangements to have the employee tested within the prescribed time period and will communicate these arrangements to the employee.

Nothing herein shall be construed to require the delay of necessary medical attention for injured people following an accident or to prohibit a safety-sensitive individual leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident or to obtain necessary emergency medical care.

Random Testing: Safety-sensitive employees are subject to unannounced random controlled substances and/or alcohol testing at any time while on duty. Safety-sensitive employees must report immediately to the collection site when notified that they have been selected for random testing. Employees being random tested will be considered temporarily indisposed but not unavailable to respond to Department calls while the test is being conducted. Random testing selections are made using a scientifically-valid method. The probability of being randomly selected in the future is not related to prior random selections, i.e., a safety-sensitive employee may be tested a number of times in any given year or not tested at all.

Reasonable Suspicion Testing: Reasonable suspicion testing is required when the Town has reasonable grounds to believe that the employee is in violation of this Testing Program. Reasonable suspicion is determined by specific, contemporaneous, and articulable observations concerning the employee’s appearance, behavior, speech, or body odor. The necessary observation to trigger reasonable suspicion testing will be made by a trained supervisor. Generally, confirmation by a second trained supervisor will be obtained except in those instances where the trained supervisor who makes the initial observation believes delay to obtain confirmation may pose a threat to the safety of other employees and/or the public.

Reasonable suspicion testing for alcohol will occur within 8 hours of the triggering observation and controlled substances testing will occur within 32 hours of the triggering observation. The trained supervisor will make a written record documenting his/her observations that led to the reasonable suspicion testing.

The Town will not take any action against a driver based solely on the driver's behavior and appearance with respect to alcohol and/or controlled substances in the absence of an alcohol and/or controlled substances test except to remove him/her from safety-sensitive functions. However, even if an alcohol and/or controlled substances test has not been given, an employee is prohibited from reporting for duty or remaining on duty requiring the performance of safety-sensitive functions if the employee's behavior, speech, and performance seem to indicate that the employee is under the influence or impaired by alcohol and/or a controlled substance. The Town will not permit the employee to perform or continue to perform safety-sensitive functions under such circumstances until the employee has an alcohol test result with a blood alcohol content of less than 0.02 or 24 hours have passed since the determination was made that there was reasonable suspicion to believe that the employee was under the influence of or impaired by alcohol. Similarly the Town will not permit the employee to perform or continue to perform safety-sensitive functions under such circumstances until the employee has a negative controlled substances test or 32 hours have passed since the determination was made that there was reasonable suspicion to believe that the employee was under the influence of or impaired by a controlled substance.

Mere possession of alcohol at the workplace and/or a controlled substance will not constitute a basis for such testing, but the Town reserves the right to discipline, including terminate, an employee for possession of alcohol and/or a controlled substance.

Generally, the testing services will come to the work site to perform the tests. If vehicular transportation is required, however, the Town shall require an employee sent for a reasonable suspicion test to accept employer-arranged transportation or to arrange for independent transportation to and from the test site and home if he/she is relieved from duty based upon the test results.

Return-to-Duty Testing: A return-to-duty alcohol test is required when an employee has tested positive, been assessed by a Substance Abuse Professional ("SAP"), if required, completed treatment recommended by the SAP, and wishes to return to his/her safety-sensitive responsibilities. In order to pass the return-to-duty test, an alcohol test must be less than 0.02 blood alcohol content, and a controlled substances test must be negative.

The Town has set time limits for the completion of return-to-duty tests in those instances where no treatment has been recommended. The cost of the return-to-duty test will be borne by the Town if the test result is negative and by the employee if the test result is positive. The Town has a time limit of 3 days for the individual to obtain a successful return-to-duty alcohol test result and 30 days to achieve a negative controlled substances test result; otherwise the employee may be terminated at the Town's sole discretion. The time limits are measured from the time the employee receives official notification of a positive test result(s).

If, due to circumstances beyond the employee's control, the employee is unable to obtain a successful return-to-duty test within the prescribed time limits, the employee must contact the Testing Program Coordinator as soon as possible to explain the circumstances causing the delay and to arrange for a time extension. If the employee fails to achieve a negative return-to-duty test result within the prescribed time period and does not contact the Testing Program Coordinator within 2 business days of the specified testing deadline, the Town will consider the employee on an unexcused leave of absence, and he/she will be subject to disciplinary action up to and including termination.

The return-to-duty test will only be performed if the employee is not otherwise terminated.

Follow-Up Testing: Following a resumption of safety-sensitive functions, an employee will be selected for additional tests, controlled substances and/or alcohol, beyond the random requirement for a follow-up period of up to 3 years with a minimum of 6 controlled substances and/or alcohol tests in the first 12 months. The cost of the return-to-duty test will be borne by the Town if the test result is negative and by the employee if the test result is positive. If the follow-up testing is conducted off-site during working hours, the Department will provide coverage in accordance with established practice. The maximum number of follow-up tests will be determined by the SAP.

Note: The Town requires that any time an employee is relieved from duty due to a positive alcohol or controlled substances test result, he/she must accept employer-arranged transportation, or must arrange for independent transportation, home.

5. **TESTING PROCEDURES**

The Town's testing provider is Gregory & Howe. All technical aspects of the testing process will be conducted in accordance with federal regulations, 49 CFR Part 40.

A brief summary of the testing procedures follows. If you have additional questions regarding these procedures, you should direct them to the designated Town Program Coordinator, Chief Paul Milositz at 203/834-6246.

1. Employees to be tested will be notified by their supervisor on the day a testing technician will be on site. They must make themselves available for testing as instructed by their supervisor. Failure to report to the test site after notification without a valid explanation constitutes a refusal to be tested and is considered prohibited conduct under the Testing Program.

2. Those employees being tested must sign a consent form. Failure to sign a consent form constitutes a refusal to take the test.

3. **Alcohol Testing:**

Random alcohol testing can be conducted at any time an employee is on duty. Reasonable suspicion and post-accident tests will be conducted within 8 hours after the observation or accident leading to the test and usually within 2 hours.

An evidentiary breath test will be used to determine the blood alcohol level of the employee. The test will be performed by a certified blood-alcohol tester, using prescribed testing equipment maintained and used in compliance with the Testing Program and the federal regulations, 49 CFR Part 40.

For all alcohol testing, an initial positive test of 0.02 or greater blood alcohol content is subject to an immediate confirmation test at the site.

A safety-sensitive employee with a blood alcohol content of 0.04 or greater must contact Public Safety EAP, telephone number 888/EAP-1060, and set up an appointment with an SAP for evaluation and additional treatment, if deemed necessary.

4. **Controlled Substances Testing:**

Controlled substances testing can be conducted at any time an employee is on duty. Reasonable suspicion and post-accident tests will be conducted within 32 hours after the observation or accident leading to the test.

Drug testing is performed by collecting and analyzing urine specimens in accordance with applicable federal Regulations, 49 CFR Part 40. At the time a sample is taken, it is split into two parts.

The testing service will interview all employees being tested to ensure that each employee has an opportunity to offer information about any controlled substance they may be using under the direction of a health care provider, as well as other information that may be relevant to help explain test results.

The testing service is responsible for ensuring the integrity of the testing process and the confidentiality of test results. The integrity of individual samples is maintained through strict "chain of custody" paperwork, meaning that the sample is carefully labeled

and tracked at all times during the testing process to make sure test results are attributed to the employee who actually gave the sample.

Positive test results are forwarded to the testing service's Medical Review Officer ("MRO") who will evaluate the results to determine if there is any other explanation for the presence of the controlled substance(s). The MRO can be reached through the testing service at 203/925-8859 (Monday through Friday, 9:00 a.m. to 5:00 p.m.) The MRO is obligated to make every effort to contact an affected employee before reporting the results to an employee's supervisor. It is the employee's responsibility to contact the MRO within 24 hours upon receiving a message from a MRO to return a telephone call. However, if the employee receives the MRO message on a Friday, he has until the following Monday to contact the MRO. If the employee fails to do so, the MRO must make the final test result determination without input from the employee regarding possible explanations for a positive test result.

If the test comes back positive, the employee has the option of having the separate portion of the sample independently tested. The employee can also request that the split sample test be performed by a different qualified certified testing service. The employee must exercise this re-testing option within 72 hours after the MRO has given him/her notice of a positive result. If an employee requests a split sample test, the MRO will instruct the testing service that tested the primary sample and has custody of the split sample that the employee has exercised his/her re-test option. The testing service will either test the split sample or forward the split sample to another certified testing service if the employee so requests, still maintaining all appropriate chain-of-custody standards.

Pursuant to instructions from the MRO, the second testing service will test the split sample for the presence of the controlled substance(s) for which the first sample tested positive. If the second sample tests positive, the employee is subject to the consequences specified by the Testing Program and this Policy. In addition, the employee will be responsible for the cost of the second sample test. If the second sample tests negative, however, or if for some reason the split sample is not available to be tested, and the entire test is deemed negative, the Town will pay the cost of the second sample test.

An employee who tests positive must contact Public Safety EAP, telephone number 888/EAP-1060, and set up an appointment with an SAP for evaluation and additional treatment, if deemed necessary.

5. Mandated Substance Abuse Evaluations and Treatment Programs

A safety-sensitive individual must be evaluated by an SAP if he/she has a positive test result for controlled substances and/or a blood alcohol content of 0.04 or greater. This assessment will evaluate whether the individual needs assistance resolving problems associated with the use of controlled substances and/or alcohol misuse. In addition, the

safety-sensitive individual must complete the recommended program before that individual is medically qualified to perform safety-sensitive activities.

6. Confidentiality

Strict rules of confidentiality apply to protect all employees participating in the Testing Program. Generally, only those persons who must know the results of testing in order to carry out the requirements of the Testing Program will have access to the testing results. Each tested employee will have the right to have a copy of his/her controlled substances and/or alcohol test result upon request to the Town.

6. CONSEQUENCES FOR MISUSE OF ALCOHOL AND USE OF CONTROLLED SUBSTANCES

The following employment consequences and cost allocations (and as referenced elsewhere in this Policy Statement) shall apply when an employee tests positive for controlled substances and/or alcohol in any of the 6 testing situations (pre-employment, reasonable suspicion, post-accident, random, return-to-duty, and follow-up).

Pre-employment Test -- Positive Controlled Substances Test Result

An applicant for, or transferred employee to, a safety-sensitive position who tests positive for controlled substances in a pre-employment test will be denied an offer of employment with the Town or the transfer to a safety-sensitive position.

Reasonable Suspicion & Post-Accident Testing

In both reasonable suspicion and post-accident situations requiring alcohol and/or controlled substances testing, the employee will be relieved from duty and placed on paid administrative leave until such time as the alcohol and/or controlled substances tests are given, at the Town's expense, and the results are reported to the Town. If the test result(s) is negative, the employee will be restored to work. If the test result(s) is positive, the employee shall be required to use accrued sick time for the time he was on paid administrative leave. If he has no accrued sick time available, he shall reimburse the Town for the wages received while out on the paid administrative leave in the next pay period. In addition, the consequences listed below under the random testing category will apply if the test result(s) is positive.

Random Testing

Blood Alcohol Content Test Result Of 0.02 Or Greater But Less Than 0.04

An employee whose tests show a blood alcohol content of 0.02 or greater, but less than 0.04, shall be relieved from all safety-sensitive duties and shall not be permitted to perform any safety-sensitive functions until the start of the employee's next regularly-

scheduled duty time, but in no event in less than 24 hours after the time of the positive blood alcohol test result. Furthermore, in order to return to duty, the employee must be re-tested and have a blood alcohol content result of less than 0.02 within 3 days of the initial positive test result. The Town will pay for the return-to-duty test if the result is negative whereas the employee will bear the cost if the result is positive.

If, due to circumstances beyond the employee's control, the employee is unable to obtain a successful return-to-duty test within the prescribed time limits, the employee must contact the Testing Program Coordinator as soon as possible to explain the circumstances causing the delay and to arrange for a time extension. If the employee fails to achieve a negative return-to-duty test result within the prescribed time period and does not contact the Testing Program Coordinator within 2 business days of the specified testing deadline, the Town will consider the employee on an unexcused leave of absence, and he/she will be subject to disciplinary action up to and including termination.

If, in the Town's discretion, there is no non-safety-sensitive work available to the employee during this minimum 24-hour period, the employee will be relieved from all duty and shall be required to account for the lost work time as sick leave. If the employee has no sick leave available, the Town will not pay the employee for any time spent relieved from duty under this provision.

If an employee has tests results of a blood alcohol content of 0.02 or greater a second time, he/she will be subject to discipline, up to and including termination.

No action to discipline or other action against an employee, will be taken based solely on the first occurrence of blood alcohol test results showing a concentration of 0.02 or greater but less than 0.04 other than the possible loss of pay for the time the employee spends relieved from duty. However, the Town reserves the right to apply other measures, including discipline, up to and including termination of employment with the Town, when such test results occur, taking into account all circumstances and relying on the Town's authority to control the workplace.

Blood Alcohol Content Test Result Of 0.04 Or Greater But Less Than 0.08

The following consequences will apply for all first occurrences of a positive blood alcohol content test result of 0.04 or greater but less than 0.08:

1. The employee will not be allowed to perform any safety-sensitive functions;
2. The employee will be required to use any available sick leave while he/she is relieved from duty and must use sick time to participate in treatment if it is recommended by the SAP. If the employee has no sick leave available, he/she will be relieved from duty without pay;

3. The employee shall provide the Town with a signed consent form that allows the Town to request certification that the employee has successfully completed the recommended treatment program, and that he/she is otherwise able to perform the essential functions of his/her position;
4. The employee must be evaluated by an SAP to determine recommended treatment;
5. The employee must successfully complete the SAP's recommended treatment, if any is made;
6. The employee must be evaluated by the SAP a second time to determine that the employee has properly followed any rehabilitation program prescribed by the SAP prior to resuming any safety-sensitive functions;
7. The employee must successfully pass a return-to-duty test(s), meaning a blood alcohol content result of less than 0.02, before resuming any safety-sensitive duties. The Town will pay for the cost of the test if the result is negative whereas the employee will bear the expense if the test is positive. If no treatment has been prescribed by the SAP, this return-to-duty test result must be accomplished within 3 days from the date the employee was notified of the original positive test result. If an employee has a test result of a blood alcohol content of 0.02 or greater on a return-to-duty test, he/she will be subject to discipline, up to and including termination;
8. If, due to circumstances beyond the employee's control, the employee is unable to obtain a successful return-to-duty test(s) within the prescribed time limits, the employee must contact the Testing Program Coordinator as soon as possible to explain the circumstances causing the delay and to arrange for a time extension. If the employee fails to achieve a negative return-to-duty test result within the prescribed time period and does not contact the Testing Program Coordinator within 2 business days of the specified testing deadline, the Town will consider the employee on an unexcused leave of absence, and he/she will be subject to disciplinary action up to and including termination;
9. The employee shall be subject to unannounced follow-up testing once he/she has resumed his/her duties with the Town. The Town will pay for the cost of the test if the result is negative whereas the employee will bear the expense if the test is positive. Continued employment will be dependent upon the employee having blood alcohol content test results of less than 0.02 and negative controlled substances test results. The number and frequency of such follow-up tests shall be directed by the SAP involved, but shall consist of at least 6 tests in the first 12 months after the employee returns to duty. Follow-up testing shall not extend beyond 36 months from the date of return to duty. The SAP involved may determine to end follow-up testing after the minimum 6 tests in 12 months have

been administered, and the SAP expressly determines that such testing is no longer needed. The maximum number of follow-up tests will be determined by the SAP;

10. The SAP determines if return-to-duty and/or follow-up testing for both alcohol and controlled substances are necessary; and
11. If an employee has a blood alcohol content test result of 0.02 or greater, a positive controlled substances test result, or refuses to submit to testing subsequent to the test in which he/she had a positive test result, he/she will be subject to discipline, up to and including termination.

No action to discipline, or other action against an employee, will be taken based solely on the first occurrence of blood alcohol test results showing a concentration of 0.04 or greater but less than 0.08 other than the possible loss of pay for the time the employee spends relieved from duty. However, the Town reserves the right to apply other measures, including discipline, up to and including termination of employment with the Town, when such test results occur, taking into account all circumstances and relying on the Town's authority to control the workplace.

For the first two violations of the Program, the cost of evaluation by the SAP shall be borne by the Town. Costs of any course of rehabilitation/treatment recommended by an SAP may be eligible expenses under the employee's medical insurance plan. The Town shall not be responsible for any rehabilitation/treatment costs in excess of the coverage provided by the employee's medical insurance plan.

As stated in 11. above, any employee who has violated the provisions of the Program with respect to a blood alcohol content of 0.04 or greater but less than 0.08 a first time shall be subject to discipline, up to and including termination, for any subsequent blood alcohol content test result of 0.02 or greater, a positive controlled substances test result, or a refusal to submit to testing. Under no circumstances will the Town bear the cost of an SAP evaluation or any treatment or rehabilitation for any employee who commits a third violation with respect to blood alcohol content, controlled substances, or refusal to submit to testing.

Blood Alcohol Content Test Result Of 0.08 Or Greater

The following consequences will apply for all first and second occurrences of a positive blood alcohol content test result 0.08 or greater:

1. The employee will not be allowed to perform any safety-sensitive functions;
2. The employee will be suspended from work without pay for 2 consecutive 24-hour shifts if he is a 24-hour-shift employee and 5 consecutive 8-hour work days if he is a 40-hour-per-week employee;

3. After the suspension, the employee will be required to use any available sick leave while he/she is relieved from duty and must use sick time to participate in treatment if it is recommended by the SAP. If the employee has no sick leave available, he/she will be relieved from duty without pay;
4. The employee must be evaluated by an SAP to determine recommended treatment;
5. The employee must successfully complete the SAP's recommended treatment, if any is made;
6. The employee must be evaluated by the SAP a second time to determine that the employee has properly followed any rehabilitation program prescribed by the SAP prior to resuming any safety-sensitive functions;
7. The employee must successfully pass a return-to-duty test(s), meaning a blood alcohol content result of less than 0.02, before resuming any safety-sensitive duties. The Town will pay for the test if the result is negative whereas the employee will bear the cost if the result is positive. If no treatment is prescribed by the SAP, this return-to-duty test result must be accomplished within 3 days from the date the employee was notified of the original positive test result. If an employee has a test result of a blood alcohol content of 0.02 or greater on a return-to-duty test, he/she will be subject to disciplinary action, up to and including termination;
8. If, due to circumstances beyond the employee's control, the employee is unable to obtain a successful return-to-duty test(s) within the prescribed time limits, the employee must contact the Testing Program Coordinator as soon as possible to explain the circumstances causing the delay and to arrange for a time extension. If the employee fails to achieve a negative return-to-duty test result within the prescribed time period and does not contact the Testing Program Coordinator within 2 business days of the specified testing deadline, the Town will consider the employee on an unexcused leave of absence, and he/she will be subject to disciplinary action up to and including termination;
9. As a condition of having a third chance after the first and second occurrences of an alcohol test result of a blood alcohol content of 0.08 or greater, the employee shall execute the Last Chance Agreement appended to this Policy as Attachment A;
10. The employee shall be subject to unannounced follow-up testing once he/she has resumed his/her duties with the Town. The Town will pay for the test if the result is negative whereas the employee will bear the cost if the result is positive. Continued employment will be dependent upon the employee having blood

alcohol content test results of less than 0.02 and negative controlled substances test results. The number and frequency of such follow-up tests shall be directed by the SAP involved, but shall consist of at least 6 tests in the first 12 months after the employee returns to duty. Follow-up testing shall not extend beyond 36 months from the date of return to duty. The SAP involved may determine to end follow-up testing after the minimum 6 tests in 12 months have been administered, and the SAP expressly determines that such testing is no longer needed. The maximum number of follow-up tests will be determined by the SAP;

11. The SAP determines if return-to-duty and/or follow-up testing for both alcohol and controlled substances are necessary; and
12. If an employee has a blood alcohol content test result of 0.02 or greater, a positive controlled substances test result, or refuses to submit to testing subsequent to the test in which he/she had a positive test result, he/she will be subject to disciplinary action, up to and including termination.

No action to discipline, or other action against an employee, will be taken based solely on the first occurrence of a blood alcohol test result showing a concentration of 0.08 or greater other than the loss of pay for the suspension and any additional loss of pay for time the employee spends relieved from duty when he has no paid leave available to him/her. However, the Town reserves the right to apply other measures, including discipline, up to and including termination of employment with the Town, when such test results occur, taking into account all circumstances and relying on the Town's authority to control the workplace.

For the first two violations of the Program, the cost of evaluation by the SAP shall be borne by the Town. Costs of any course of rehabilitation/treatment recommended by an SAP may be eligible expenses under the employee's medical insurance plan. The Town shall not be responsible for any rehabilitation/treatment costs in excess of the coverage provided by the employee's medical insurance plan.

As stated in 12. above, any employee who has violated the provisions of the Program with respect to a blood alcohol content of 0.08 or greater a first time shall be subject to disciplinary action, up to and including termination, for any subsequent blood alcohol content test result of 0.02 or greater, a positive controlled substances test result, or a refusal to submit to testing. Under no circumstances will the Town bear the cost of an SAP evaluation or any treatment or rehabilitation for any employee who commits a third violation with respect to blood alcohol content, controlled substances, or refusal to submit to testing.

Positive Controlled Substance(s) Test Result

For all first occurrences of a positive controlled substances test result, meaning positive initial and split sample test results, the following procedures will apply:

1. After notification by the MRO of an initial positive test result, the employee will immediately be relieved from duty and will be required to use any available sick leave while he/she is relieved from duty. If he/she has no sick leave available, he/she will be placed on leave without pay;
2. If the employee exercises his/her option to have the split sample tested at his/her cost within the allowable 72-hour time limit (or longer if the employee provides the MRO with documented information indicating that he/she was unavoidably prevented from timely contacting the MRO), he/she will continue to be on sick leave or leave without pay if he/she has no sick leave available until such time as the Town receives notification of the split sample test results;
3. If the employee does not exercise his/her option to have the split sample tested within the allowable 72-hour time limit, it will be treated as a positive result, and the consequences listed under 5. below will apply;
4. If the split sample test result is negative, the Town will pay for the cost of the split sample test and will reimburse the employee for the wages lost during the time he/she was relieved from duty pending the split sample test results; and
5. If the split sample test result is positive, the following consequences will apply:
 - The employee will not be allowed to perform any safety-sensitive functions;
 - The employee will be suspended from work without pay for 2 consecutive 24-hour shifts if he is a 24-hour-shift employee and 5 consecutive 8-hour work days if he is a 40-hour-per-week employee;
 - The employee will pay for the cost of the split sample test;
 - After the suspension, the employee will be required to use any available sick leave while he/she is relieved from duty and must use available sick time to participate in treatment if it is recommended by the SAP. If the employee has no sick leave available, he/she will be relieved from duty without pay;
 - The employee must be evaluated by an SAP to determine recommended treatment;
 - The employee must successfully complete the SAP's recommended treatment, if any is made;

- The employee must be evaluated by the SAP a second time to determine that the employee has properly followed any rehabilitation program prescribed by the SAP prior to resuming any safety-sensitive functions;
- The employee must successfully pass a return-to-duty test(s), meaning a negative controlled substances test, before resuming any safety-sensitive duties. The Town will pay for the test if the result is negative whereas the employee will bear the cost if the result is positive. If no treatment has been prescribed by the SAP, this negative return-to-duty test must be accomplished within 30 days from the date the employee was notified of the original positive test result. If an employee has a positive controlled substances test result on a return-to-duty test, he/she will be subject to disciplinary action, up to and including termination;
- If, due to circumstances beyond the employee's control, the employee is unable to obtain a successful return-to-duty test(s) within the prescribed time limits, the employee must contact the Testing Program Coordinator as soon as possible to explain the circumstances causing the delay and to arrange for a time extension. If the employee fails to achieve a negative return-to-duty test result within the prescribed time period and does not contact the Testing Program Coordinator within 2 business days of the specified testing deadline, the Town will consider the employee on an unexcused leave of absence, and he/she will be subject to disciplinary action up to and including termination;
- As a condition of having a second chance after the first occurrence of a positive controlled substances test result, the employee shall execute the Last Chance Agreement appended to this Policy as Attachment B;
- The employee shall be subject to unannounced follow-up testing once he/she has resumed his/her duties with the Town. The Town will pay for the test if the result is negative whereas the employee will bear the cost if the result is positive. Continued employment will be dependent upon the employee having negative controlled substances test results and blood alcohol content test results of less than 0.02. The number and frequency of such follow-up tests shall be directed by the SAP involved, but shall consist of at least six tests in the first 12 months after the employee returns to duty. Follow-up testing shall not extend beyond 36 months from the date of return to duty. The SAP involved may determine to end follow-up testing after the minimum 6 tests in 12 months have been administered, and the SAP expressly determines that such testing is no longer needed. The maximum number of follow-up tests will be determined by the SAP;
- The SAP determines if return-to-duty and/or follow-up testing for both alcohol and controlled substances are necessary; and

- If an employee has a positive controlled substances test result or refuses to submit to testing for controlled substances subsequent to the test in which he/she had the first positive test result, he/she shall be terminated in accordance with the Last Chance Agreement. If an employee has a subsequent blood alcohol content test result of 0.02 or greater or refuses to submit to testing for alcohol, he/she shall be subject to disciplinary action, up to and including termination.

No action to discipline, or other action against an employee, will be taken based solely on the first occurrence of a positive controlled substances test result other than the loss of pay for the suspension and any additional loss of pay for time the employee spends relieved from duty when he has no paid leave available to him/her. However, the Town reserves the right to apply other measures, including discipline, up to and including termination of employment with the Town, when such test results occur, taking into account all circumstances and relying on the Town's authority to control the workplace.

For the first violation of the Program, the cost of evaluation by the SAP shall be borne by the Town. Costs of any course of rehabilitation/treatment recommended by an SAP may be eligible expenses under the employee's medical insurance plan. The Town shall not be responsible for any rehabilitation/treatment costs in excess of the coverage provided by the employee's medical insurance plan.

As stated above, any employee who has violated the provisions of the Program with respect to a positive controlled substances test result a first time shall be subject to disciplinary action, up to and including termination, for any subsequent blood alcohol content test result of 0.02 or greater or refusal to submit to testing for alcohol, and shall be terminated in accordance with the Last Chance Agreement for any subsequent positive controlled substances test result or refusal to submit to testing for controlled substances. Under no circumstances will the Town bear the cost of an SAP evaluation or any treatment or rehabilitation for any employee who commits a second violation with respect to controlled substances, blood alcohol content, or refusal to submit to testing.

Refusal To Submit To Testing

As stated in Section 3., Prohibited Alcohol- and Controlled-Substances-Related Conduct, refusal to submit to testing is considered prohibited conduct with serious consequences. Refusal to submit to testing is regarded as a positive result.

If the refusal to test occurs in a pre-employment testing situation, the applicant will be denied the offer of employment with the Town or the transfer to the safety-sensitive position.

In all other testing circumstances, if the refusal to test occurs in an alcohol testing situation, the consequences of a positive alcohol test result of a blood alcohol content of 0.08 or greater will apply, and they are as follows:

1. The employee will not be allowed to perform any safety-sensitive functions;
2. The employee will be suspended from work without pay for 2 consecutive 24-hour shifts if he is a 24-hour-shift employee and 5 consecutive 8-hour work days if he is a 40-hour-per-week employee;
3. After the suspension, the employee will be required to use any available sick leave while he/she is relieved from duty and must use available sick time to participate in treatment if it is recommended by the SAP. If the employee has no sick leave available, he/she will be relieved from duty without pay;
4. The employee must be evaluated by an SAP to determine recommended treatment;
5. The employee must successfully complete the SAP's recommended treatment, if any is made;
6. The employee must be evaluated by the SAP a second time to determine that the employee has properly followed any rehabilitation program prescribed by the SAP prior to resuming any safety-sensitive functions;
7. The employee must successfully pass a return-to-duty test(s), meaning a blood alcohol content result of less than 0.02, before resuming any safety-sensitive duties. The Town will pay for the test if the result is negative whereas the employee will bear the cost if the result is positive. If no treatment has been prescribed by the SAP, this return-to-duty test must be accomplished within 3 days from the date the employee was notified of the original positive test result. If an employee has a test result of a blood alcohol content of 0.02 or greater on a return-to-duty test, he/she will be subject to disciplinary action, up to and including termination;
8. If, due to circumstances beyond the employee's control, the employee is unable to obtain a successful return-to-duty test(s) within the prescribed time limits, the employee must contact the Testing Program Coordinator as soon as possible to explain the circumstances causing the delay and to arrange for a time extension. If the employee fails to achieve a negative return-to-duty test result within the prescribed time period and does not contact the Testing Program Coordinator within 2 business days of the specified testing deadline, the Town will consider the employee on an unexcused leave of absence, and he/she will be subject to disciplinary action up to and including termination;

9. As a condition of having a third chance after the first and second refusals to submit to testing, the employee shall execute the Last Chance Agreement appended to this Policy as Attachment A;
10. The employee shall be subject to unannounced follow-up testing once he/she has resumed his/her duties with the Town. The Town will pay for the test if the result is negative whereas the employee will bear the cost if the result is positive. Continued employment will be dependent upon the employee having blood alcohol content test results of less than 0.02 and negative controlled substances test results. The number and frequency of such follow-up tests shall be directed by the SAP involved, but shall consist of at least six tests in the first 12 months after the employee returns to duty. Follow-up testing shall not extend beyond 36 months from the date of return to duty. The SAP involved may determine to end follow-up testing after the minimum 6 tests in 12 months have been administered, and the SAP expressly determines that such testing is no longer needed. The maximum number of follow-up tests will be determined by the SAP;
11. The SAP determines if return-to-duty and/or follow-up testing for both alcohol and controlled substances are necessary; and
12. If an employee has a test result of a blood alcohol content of 0.02 or greater on any alcohol test, a positive controlled substances test result, or refuses to submit to testing subsequent to the refusal to test, he/she will be subject to disciplinary action, up to and including termination.

No action to discipline, or other action against an employee, will be taken based solely on the first occurrence of a refusal to test other than the loss of pay for the suspension and any additional loss of pay for time the employee spends relieved from duty when he has no paid leave available to him/her. However, the Town reserves the right to apply other measures, including discipline, up to and including termination of employment with the Town, when such test results occur, taking into account all circumstances and relying on the Town's authority to control the workplace.

For the first two violations of the Program, the cost of evaluation by the SAP shall be borne by the Town. Costs of any course of rehabilitation/treatment recommended by an SAP may be eligible expenses under the employee's medical insurance plan. The Town shall not be responsible for any rehabilitation/treatment costs in excess of the coverage provided by the employee's medical insurance plan.

As stated in 12. above, any employee who has violated the provisions of the Program with respect to a refusal to test a first time shall be subject to disciplinary action, up to and including termination, for any subsequent refusal to test, blood alcohol content test result of 0.02 or greater, or a positive controlled substances test. Under no circumstances will the Town bear the cost of an SAP evaluation or any treatment or

rehabilitation for any employee who commits a third violation with respect to blood alcohol content, controlled substances, or refusal to submit to testing.

If the refusal to test occurs in a controlled substances testing situation, the consequences of a positive controlled substances test result apply:

1. The employee will not be allowed to perform any safety-sensitive functions;
2. The employee will be suspended from work without pay for 2 consecutive 24-hour shifts if he is a 24-hour-shift employee and 5 consecutive 8-hour work days if he is a 40-hour-per-week employee;
3. The employee will pay for the cost of the split sample test;
4. After the suspension, the employee will be required to use any available sick leave while he/she is relieved from duty and must use available sick time to participate in treatment if it is recommended by the SAP. If the employee has no sick leave available, he/she will be relieved from duty without pay;
5. The employee must be evaluated by an SAP to determine recommended treatment;
6. The employee must successfully complete the SAP's recommended treatment, if any is made;
7. The employee must be evaluated by the SAP a second time to determine that the employee has properly followed any rehabilitation program prescribed by the SAP prior to resuming any safety-sensitive functions;
8. The employee must successfully pass a return-to-duty test(s), meaning a negative controlled substances test, before resuming any safety-sensitive duties. The Town will pay for the test if the result is negative whereas the employee will bear the cost if the result is positive. If no treatment has been prescribed by the SAP, this negative return-to-duty test must be accomplished within 30 days from the date the employee was notified of the original positive test result. If an employee has a positive controlled substances test result on a return-to-duty test, he/she will be subject to disciplinary action up to and including termination;
9. If, due to circumstances beyond the employee's control, the employee is unable to obtain a successful return-to-duty test(s) within the prescribed time limits, the employee must contact the Testing Program Coordinator as soon as possible to explain the circumstances causing the delay and to arrange for a time extension. If the employee fails to achieve a negative return-to-duty test result within the prescribed time period and does not contact the Testing Program Coordinator within 2 business days of the specified testing deadline, the Town will consider

the employee on an unexcused leave of absence, and he/she will be subject to disciplinary action up to and including discharge;

10. As a condition of having a second chance after the first refusal to submit to testing, the employee shall execute the Last Chance Agreement appended to this Policy as Attachment B;
11. The employee shall be subject to unannounced follow-up testing once he/she has resumed his/her duties with the Town. The Town will pay for the test if the result is negative whereas the employee will bear the cost if the result is positive. Continued employment will be dependent upon the employee having negative controlled substances test results and blood alcohol content test results of less than 0.02. The number and frequency of such follow-up tests shall be directed by the SAP involved, but shall consist of at least six tests in the first 12 months after the employee returns to duty. Follow-up testing shall not extend beyond 36 months from the date of return to duty. The SAP involved may determine to end follow-up testing after the minimum 6 tests in 12 months have been administered, and the SAP expressly determines that such testing is no longer needed. The maximum number of follow-up tests will be determined by the SAP;
12. The SAP determines if return-to-duty and/or follow-up testing for both alcohol and controlled substances are necessary; and
13. If an employee refuses to submit to testing or has a positive controlled substances test result subsequent to the refusal to test, he/she shall be terminated in accordance with the Last Chance Agreement. If an employee has a blood alcohol content test result of 0.02 or greater subsequent to the refusal to test or refuses to submit to testing for alcohol, he/she shall be subject to disciplinary action, up to and including termination.

No action to discipline, or other action against an employee, will be taken based solely on the first refusal to test other than the loss of pay for the suspension and any additional loss of pay for time the employee spends relieved from duty when he has no paid leave available to him/her. However, the Town reserves the right to apply other measures, including discipline, up to and including termination of employment with the Town, when such test results occur, taking into account all circumstances and relying on the Town's authority to control the workplace.

For the first violation of the Program, the cost of evaluation by the SAP shall be borne by the Town. Costs of any course of rehabilitation/treatment recommended by an SAP may be eligible expenses under the employee's medical insurance plan. The Town shall not be responsible for any rehabilitation/treatment costs in excess of the coverage provided by the employee's medical insurance plan.

As stated in 13. above, any employee who has violated the provisions of the Program with respect to a refusal to test a first time shall be subject to disciplinary action, up to and including termination, for any subsequent blood alcohol content test result of 0.02 or greater or refusal to submit to testing for alcohol, and shall be terminated in accordance with the Last Chance Agreement for any subsequent refusal to submit to testing for controlled substances or for any positive controlled substances test result. Under no circumstances will the Town bear the cost of an SAP evaluation or any treatment or rehabilitation for any employee who commits a second violation with respect to controlled substances, blood alcohol content, or refusal to submit to testing.

NOTE: Under the 2 strikes rule for controlled substances, you are entitled to a total of 1 violation of the Town's Testing Program with respect to testing positive for controlled substances or refusing to submit to controlled substances testing before the Last Chance Agreement provision goes into effect. Under the 3 strikes rule for alcohol, you are entitled to a total of 2 violations of the Town's Testing Program with respect to testing positive for controlled substances and/or having an alcohol test result of 0.08 or greater, i.e., two alcohol test results of 0.08 or greater, or one positive controlled substances test and 1 alcohol test result of 0.08 or greater, before the Last Chance Agreement provision goes into effect. A refusal to submit to controlled substances or alcohol testing is regarded as a positive test result and counts as a violation of the Testing Program.

7. **Information on the Effects and Signs and Symptoms of Alcohol and Substance Abuse and Available Methods of Intervention**

Illegal drug use and alcohol misuse can have potentially devastating consequences for the individual abusing and for innocent bystanders. In addition, such behavior negatively impacts on the individual's health, work productivity, and personal life. Employees who abuse controlled substances and misuse alcohol are prone to accidents, poor job performance, and absenteeism. This behavior directly results in increased costs to the employer and risk of harm to the public, the employee, and fellow employees. Public Safety EAP will provide training concerning the effects, signs, and symptoms of alcohol and controlled substances abuse as well as the responsibilities of supervisors in a successful alcohol and controlled substances program.

For information regarding methods of intervention available through the employee's insurance plans, please contact the Town's designated Program Coordinator, Chief Paul Milositz at 203/834-6246.

TO: All Wilton Fire Department Employees Participating in the Wilton
Fire Department's Alcohol and Controlled Substances Testing Program

FROM: Chief Milositz

DATE: October 21, 2005

SUBJ: ADDENDUM TO THE WILTON FIRE DEPARTMENT'S ALCOHOL
AND CONTROLLED SUBSTANCES TESTING PROGRAM AND
POLICY STATEMENT

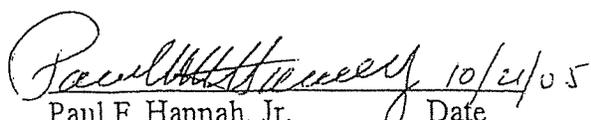
This memo serves to clarify aspects of the Wilton Fire Department's Alcohol and Controlled Substances Testing Program ("Testing Program") as well as establish procedures for certain testing circumstances and is regarded as an addendum to the Testing Program and Policy Statement.

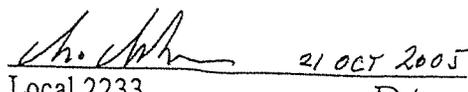
Random Alcohol and/or Controlled Substances Testing: The random testing shall be conducted only if either the Chief or the Deputy Chief is present at the Fire Station at the time of the testing.

Post-Accident Testing: In the event that post-accident testing is required, both the Chief and the Deputy Chief shall be notified by pager and/or telephone. The Chief or Deputy Chief will contact the testing facility to make arrangements for the necessary testing. The Chief or the Deputy Chief will make the necessary arrangements for the member to be transported to the testing site.

Shy Bladder Syndrome: In the event a member fails to produce a urine specimen when required to do so in accordance with established protocols of the Testing Program, the member will be relieved from safety sensitive duties, as described in the Testing Program and Policy Statement, and an off-duty member will be hired back to cover for the member. The member shall have seven (7) calendar days from the date and time of the failure to produce a urine specimen to obtain a medical certification verifying the existence of a medical condition causing the inability to produce a urine specimen as prescribed under the Testing Program. The medical certification shall be presented to the Chief or, in his absence, the Deputy Chief. If the member fails to provide the medical certification within the seven (7) calendar days, the failure to produce a urine specimen will be treated as a positive result, and the consequences of a positive controlled substances test shall apply.

This addendum to the Testing Program and Policy Statement has been agreed to by the Town of Wilton and Local 2233, International Association of Firefighters.


Paul F. Hannah, Jr. Date
First Selectman
Town of Wilton


Local 2233 21 OCT 2005
International Association of
Firefighters Date
President

THE TOWN OF WILTON
ALCOHOL AND CONTROLLED SUBSTANCES
PROGRAM AND POLICY STATEMENT

I, _____, hereby acknowledge that I have received a copy of the Town of Wilton's Alcohol and Controlled Substances Program and Policy Statement. I understand that it is my responsibility to read this Program and Policy Statement and question the Program Coordinator regarding any aspect of the Policy and/or Program that I do not understand. I further understand that compliance with the requirements of the Policy and Program is a condition of employment with the Town of Wilton.

Employee

Date

