

**CONTRACT BETWEEN**

**THE TOWN OF SOUTHLINGTON**

**AND**

**I.A.F.F. LOCAL 2033**

**2018 - 2021**

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## PREAMBLE

The following contract by and between, respectively, the Town of Southington, hereinafter referred to as the “Town”, and Local 2033 International Association of Firefighters, hereinafter referred to as the “Union”, is designed to maintain and promote a harmonious relationship between the Town of Southington and such of its employees who are within the provisions of this contract, in order that more efficient and progressive public service may be rendered.

## **ARTICLE I RECOGNITION**

**SECTION 1.** The Town hereby recognizes the Union as the exclusive representative and bargaining agent for the bargaining unit, consisting of all uniformed and investigatory positions within the Southington Fire Department, except that of Chief and Assistant Chief.

**SECTION 2.** This contract recognizes the following bargaining unit classifications of the work force:

- a. Firefighter
- b. Inspector / Firefighter
- c. Inspector
- d. Fire Lieutenant
- f. Fire Captain
- g. Battalion Chief
- h. Deputy Fire Marshal
- i. Deputy Chief

## **ARTICLE 2 PAYROLL DEDUCTIONS OF THE UNION DUES**

The Town shall bi-weekly deduct voluntary Union dues from the earned wages of each employee in such amount as determined by the Union, provided that no such deduction shall be made from any employee’s wages except when authorized by him/her on an appropriate form, a copy of which must be submitted to the Town.

## **ARTICLE 3 EMPLOYEES TO RECEIVE COPIES OF THE CONTRACT**

**SECTION 1.** The Town shall provide access to present employees, and to each new employee when s/he is hired, an electronic copy of the Contract.

**SECTION 2.** The Town shall provide access to present employees, and to each new employee when s/he is hired, an electronic copy of all current written Fire Department orders, policies, and procedures.

**SECTION 3.** The Town shall provide access to all employees electronic copies of all new written Fire Department orders, policies, and procedures within ten (10) days from the date of issue.

**SECTION 4.** The Town shall provide two (2) hard copies of the Agreement to the Union after ratification and signing. The Town shall also provide copies of the Agreement necessary as exhibits at all proceedings with the Union at the SBMA and/or SBLR.

## **ARTICLE 4 BULLETIN BOARDS**

The Town shall permit the use of a bulletin board by the Union for the posting of notices concerning Union business and activities.

## **ARTICLE 5 GRIEVANCE PROCEDURE**

**SECTION 1.** Should any employee or group of employees feel aggrieved concerning his/her or their wages, hours, or conditions of employment, which wages, hours, or conditions are controlled by the Contract, or which are provided for in any Statute, Charter Provision, Ordinance, Rule, Regulation, or Policy which is not in conflict with this Contract; or concerning any matter or condition arising out of the employee-employer relationship, including any claim of discipline without just cause, unjust discrimination and/or any matter or condition affecting his/her or their health and safety, adjustment shall be sought as follows:

- a. **STEP 1.** The Union shall submit such grievance in writing to the Chief of the Fire Department, setting forth the nature of the grievance within thirty (30) calendar days of the event or occurrence which gives rise to the grievance. Within fourteen (14) calendar days after said Chief receives such grievance, s/he shall arrange to and shall meet with the representatives of the Union and/or the grievant for the purpose of adjusting or resolving such grievance. In the event of discipline imposed or recommended by the Chief, the written grievance may be filed within thirty (30) calendar days of the imposition of such discipline directly to the Fire Board under STEP 2 below.
- b. **STEP 2.** If such grievance is not resolved to the satisfaction of the Union by the Chief within five (5) calendar days after such meeting, the Union may present such grievance in writing within fourteen (14) calendar days thereafter to the Fire Board. Within thirty-five (35) calendar days, the Fire Board shall arrange to and shall meet with the representatives of the Union and/or the grievant for the purpose of hearing the appeal of such grievance including, but not limited to, the imposition or severity of any discipline.
- c. **STEP 3.** If such grievance is not resolved to the satisfaction of the Union by the Fire Board within five (5) calendar days after such hearing, the Union may present such grievance in writing within fourteen (14) calendar days thereafter to the Town Manager. Within seven (7) calendar days after said Town Manager receives such grievance, s/he shall arrange to and shall meet with the representatives of the Union and/or the grievant for the purpose of adjusting or resolving such grievance.

- d. **STEP 4.** If such grievance is not resolved to the satisfaction of the Union by the Town Manager within seven (7) calendar days after such meeting, the Union may, no later than fourteen (14) calendar days thereafter, submit such dispute to arbitration by the Connecticut State Board of Mediation and Arbitration. Said Arbitration Board shall hear the dispute in accordance with its rules and render a decision which shall be final and binding on all parties. The cost of arbitration shall be borne equally by both parties. Said Arbitration Board shall have the power to uphold the action of the Town or to rescind or modify such action, and such power shall include, but not be limited to, the right to reinstate a suspended or discharged employee with full back pay. The Board of Mediation and Arbitration shall not have the power to modify, amend or delete any terms or provisions of this Agreement.
- e. In the event the grievance is filed at STEP 1, 2 or 3, signed by a Union representative, the meeting or hearing shall be scheduled with the Union. In the event the grievance is filed at STEP 1, 2 or 3 by the grievant, the meeting or hearing will be scheduled with the grievant with written notice of the event to the Union.

**SECTION 2.** Failure by the Union to process a grievance within the time limits established under Section 1 of this Article, conclusively presumes that it has been satisfactorily resolved at the last step to which it has been properly processed. Failure on the part of the Town's representatives to act on a grievance within the time limits established under Section 1 of this Article conclusively presumes that such grievance is sustained and that the satisfaction requested will be provided. The above set forth time limits may be extended by agreement of both parties.

## **ARTICLE 6**

### **LEAVE FOR UNION BUSINESS**

**SECTION 1.** All members of the Union Negotiating Committee shall be granted leave from duty with full pay for all meetings between the Town and the Union for the purpose of negotiating the terms of a contract, when such meetings take place at a time during which such members are scheduled to be on duty.

**SECTION 2.** No more than two (2) members of the Union Grievance Committee shall be granted leave from duty with full pay for all meetings between the Town and the Union and all hearings for the purpose of processing grievances, when such meetings take place at a time during which such members are scheduled to be on duty.

**SECTION 3.** Such officers and members of the Union as may be designated by the Union shall be granted leave from duty with full pay for Union business such as attending labor conventions and educational conferences, provided that the total leave for the purpose set shall not exceed four hundred and twenty (420) hours within two consecutive years, commencing July 1, 2015.

**SECTION 4.** A maximum of two (2) members of the Union shall be granted leave from duty with full pay for all meetings between the Town and any Union member, and all hearings for the purposes of processing Workers' Compensation Claims, when such meetings take place at a time

during which such members are scheduled to be on duty.

## **ARTICLE 7 HOLIDAYS**

**SECTION 1.** Firefighters/Lieutenant/Captains/Battalion Chiefs shall receive holiday pay for each of the holidays listed and/or provided for in Section 2 of this Article. Each day of holiday pay for a Firefighter/Lieutenant/Captain/Battalion Chief shall be in addition to his/her regular pay and other benefits and shall be computed by multiplying his/her regular hourly rate by twelve (12) hours with the exception of New Year's Eve and Christmas Eve, which will be computed by multiplying the employee's regular hourly rate by six (6) hours.

**SECTION 2.** The following holidays are the regularly listed holidays for which holiday pay shall be received:

New Year's Day	Independence Day
Presidents' Day	Labor Day
Good Friday	Columbus Day
Easter	Veterans' Day (Nov 11)
Thanksgiving Day	Christmas Eve (Dec 24 1700-0700)
Martin Luther King Day	Christmas Day*
Memorial Day	New Year's Eve (Dec 31 1700 - 0700)

\*except, that employees actually working on Christmas Day shall receive the equivalent of triple time.

If, as a result of Presidential, Gubernatorial or Town of Southington declaration of a holiday or day of mourning, Town Offices are closed, bargaining unit members will be paid for that day as though it were a holiday.

**SECTION 3.** Inspectors, Inspector/Firefighter, Deputy Fire Marshal and Deputy Chief shall receive a base salary, will be exempt from Section 1 of this Article, and shall have all holidays off following the list in Section 2. If said holiday falls on a Saturday, the day previous shall be designated as the holiday. If said holiday falls on a Sunday, the day following shall be designated as the holiday. For Christmas Eve and New Year's Eve, these holidays will be combined into a floating holiday, to be taken at the employee's discretion.

**SECTION 4.** Employees working a shift that starts at 7:00 am, 8:00 am or 9:00 am or at 5:00 pm on all holidays listed in Section 2, shall be paid double his/her regular rate of pay in addition to the Holiday pay listed in Section 1 (equivalent to double time and one-half) unless Article 14 (Special Leave) is in effect.

**SECTION 5.** To be eligible for holiday premium pay, employees must work either their last regularly scheduled shift prior to the holiday or their first regularly scheduled shift after the holiday. Use of Sick time only, both before and after the Holiday will cause loss of eligibility for Holiday premium pay.

**SECTION 6.** Any employee assigned to the day shift (per Article 8, Section 4) will receive all provisions in Section 1, and in addition will receive four (4) hours pay each, for Christmas Eve

and New Year's Eve, in the week that they fall.

## **ARTICLE 8 WORK WEEK**

**SECTION 1.** The work week for Firefighters/Lieutenants/Captains/Battalion Chiefs who perform firefighting duty shall be an average of not more than forty-two (42) hours computed over a period of one (1) fiscal year, based on the schedule one (1) twenty-four (24) hour day, followed by three (3) days off, followed by another twenty-four (24) day followed by three (3) days off.

**SECTION 2.** The workday shall be from 7:00 a.m. to 7:00 a.m. for each twenty-four (24) hour day. For scheduling of vacations, holidays, personal and sick days, the day shall be from 7:00 a.m. to 5:00 p.m. on the day tour and from 5:00 p.m. to 7:00 a.m. on the night tour.

### **SECTION 3.**

- a. The normal work week for the Inspector, Deputy Fire Marshal, Deputy Chief, Training Staff, and Inspector/Firefighter shall be a forty (40) hour work week, with one (1) hour for lunch at the discretion of the Chief and/or Assistant Chief. Days and times shall be at the discretion of the Fire Chief.
- b. These positions shall be exempt from Section 1, 2 and 4 (a) of this Article.

### **SECTION 4.**

- a. An assignment of day shift compatible to a five (5) day, Monday through Friday schedule, comprising three (3) eight (8) hour days and two (2) nine (9) hour days a week to fill the 7:00 a.m. to 5:00 p.m. shift.  
  
8 hr. day schedule - 7:00 a.m. to 3:00 p.m. 9:00 a.m. to 5:00 p.m.  
9 hr. day schedule - 7:00 a.m. to 4:00 p.m. 8:00 a.m. to 5:00 p.m.
- b. Benefits for those firefighters shall be computed based on hours worked, i.e., sick leave, vacation leave, personal leave, funeral leave, union leave, holidays, special leave, etc.
- c. Day shift assignments shall be made from among firefighters in inverse order of seniority, except that in the event a more senior firefighter requests the assignment, s/he shall be given consideration on the basis of seniority. Should a firefighter request assignment to the rotating forty-two (42) hour work week, the assignment to the day shift will be filled again in the order of inverse seniority, except that a reassignment shall not be considered during the first ninety (90) days of said assignment.

## **ARTICLE 9 OVERTIME**

## **SECTION 1.**

- a. Subject to the provisions of Section 2 and Section 3 of this Article, whenever a Firefighter, Inspector, Inspector/Firefighter, Lieutenant, Captain, Battalion Chief, Deputy Fire Marshal, or Deputy Chief works in excess of his/her regularly assigned work week or work schedule as provided for in Article 8, in addition to any other benefits to which s/he may be entitled, s/he shall be paid for such overtime work at one and one-half (1 1/2) times his/her hourly rate by the actual number of hours of work, except that if s/he is called back from off duty to work overtime, s/he shall be paid for such overtime work at one and one-half (1 1/2) times his/her hourly rate, multiplied by four (4) hours work, whichever is greater.
- b. Call back for Inspector, Deputy Fire Marshal or Inspector/Firefighter as a result of fire or disaster shall be paid at one and one-half times his/her hourly rate for the actual number of hours worked.

**SECTION 2.** Whenever a regularly scheduled off-duty employee reports to work in connection with an alarm of fire or other duty of an emergency nature, such employee will receive, in addition to any other benefits to which s/he may be entitled, one and one-half times his/her regular hourly rate for each hour s/he works. For the purpose of this section, a fraction of any part of one hour will be considered to be a full hour.

**SECTION 3.** When the Chief or his/her designee declares a storm watch emergency, the following procedure will be followed:

- a. If additional personnel are required for storm watch standby at Headquarters, the first three (3) called in will be Company #1 members and then one (1) bargaining unit member for every additional Company #1 member hired, provided that bargaining unit personnel are available.
- b. If bargaining unit members are not available when called to Headquarters for storm standby duty, volunteers from Company #1 may be used to fill personnel requirements as needed.
- c. The Town may continue to use volunteers for storm watch standby duty at its discretion and in whatever number deemed appropriate by the Town at all volunteer companies in the Town except for Headquarters and Company #1.

**SECTION 4.** Fire watch assignments will be as follows:

- a. When required by law, a Deputy Fire Marshal, Inspector or Inspector/Firefighter will be assigned to Fire Watch.
- b. When Fire Watch is paid by a third party, the assignment will be offered first to bargaining unit members, provided bargaining unit members are available.
- c. All other Fire Watch assignments are subject to the discretion of the Chief and may include volunteers.

**SECTION 5.** Once overtime is posted, scheduled firefighter must give twenty-four (24) hours' notice of refusal of overtime, except for special events.

## **ARTICLE 10 ACTING OFFICERS**

**SECTION 1.** A Captain shall be assigned to each shift. Assignment will be according to Article 22 Section 6.

**SECTION 2.** Whenever any regularly assigned shift Officer is absent from duty, an Acting Officer shall be appointed to fill his/her position.

**SECTION 3.** Acting Officer positions shall be filled by (a) the senior Battalion Chief on duty or; (b) if no Battalion Chief is on duty, the Captain regularly assigned to the shift where the vacancy occurs or; (c) if the regularly assigned Captain is absent from duty, the senior Captain on duty or; (d) if no Captain is on duty, the Lieutenant on duty (e) if no Lieutenant is on duty, the senior career firefighter with at least three (3) years' experience with the paid department who is assigned to the shift where the vacancy occurs. In no event shall a member work in a class more than one grade higher than his or her current rank.

**SECTION 4.** Any Acting Officer shall be paid that officer's salary range or his/her regular salary, whichever is greater, for each tour of duty, or majority portion thereof, s/he serves in such capacity.

**SECTION 5.** For purposes of overtime work under this Article, any employee when serving in an acting capacity in a higher rank or classification shall be considered as holding such rank and shall receive compensation in accordance with such rank.

## **ARTICLE 11 VACATIONS**

### **SECTION 1.**

- a. In each fiscal year such employee who has or will have completed six (6) months but less than one (1) year of service on June 30th of that fiscal year will receive forty-two (42) hours of vacation leave with pay; each employee who has one (1) but less than five (5) completed years of service on June 30th shall receive eighty-four (84) hours of vacation leave with pay; each employee who has five (5) but less than ten (10) completed years of service on June 30th shall receive one-hundred-twenty-six (126) hours of vacation leave with pay; each employee who has ten (10) completed years of service by June 30th will receive one-hundred-sixty-eight (168) hours of vacation with pay.
- b. Inspectors, Inspector/Firefighter, Deputy Fire Marshal and the Deputy Chief shall be exempt from Section 1 a. of this Article and vacation hours are to be based upon forty (40) hour increments.

## **SECTION 2.**

- a. Vacation selection shall be based on prior practice and the following:
  1. One (1) weeks' notice must be given for all vacations.
- b. Inspectors, Deputy Fire Marshal, Inspector/Firefighter and Deputy Chief — one (1) week must be taken in a weekly form of three (3) days. Any vacation taken during the Christmas Holidays, December 24th to January 1st, must be taken as a full day.

**SECTION 3.** Any employee who is separated, dismissed, or retired from Town Service shall be paid a sum equal to his/her regular hourly rate multiplied by the number of unused vacation hours s/he has at the time of such separation, dismissal or retirement. Reimbursement under this section shall be paid to the employee within thirty (30) days of the last day of employment.

**SECTION 4.** The Town will pay to the wife or estate of an employee who dies, a sum equal to his/her regular hourly rate multiplied by the number of unused vacation hours s/he had at the time of his/her death.

**SECTION 5.** Any employee may request payment for up to ten (10) hours of unused vacation time at his/her regular hourly rate on June 10th of the contract year, or s/he may take vacation.

**SECTION 6.** Up to forty-eight (48) hours of unused vacation time may be accumulated by the employee provided he/she submits his/her request in writing to the Chief before April 1. Once requested and approved on or after April 1, this time will not be available to the employee during the current fiscal year. In the event of extenuating circumstances, an employee may request the use of accumulated vacation time and the issue will be presented to a committee consisting of an individual designated by the Chief and an individual designated by the Union. The committee's decision shall not be subject to the grievance arbitration provisions of this Agreement.

## **ARTICLE 12 SICK LEAVE**

**SECTION 1.** Each employee shall be entitled to one hundred eighty (180) hours of sick leave in each fiscal year. New firefighters shall be entitled to one-hundred-eighty (180) hours if hired July 1 through December 31, and ninety (90) hours if hired January 1 through June 30 of any year.

**SECTION 2.** All unused sick leave may be accumulated up to a Maximum of one-thousand-four-hundred-forty (1,440) hours. Such accumulated sick leave may be used after the benefits provided for in Section 1 of this Article have been exhausted.

## **SECTION 3.**

- a. Each employee will be credited for all unused sick leave s/he had accumulated prior to the effective date of this contract provided such credit does not exceed one-thousand-four-hundred-forty (1,440) hours.

- b. If no more than one (1) sick day is taken each six (6) month period, July 1 through December 31 and January 1 through June 30, a firefighter shall receive ten (10) hours of earned Vacation Leave as an incentive for good health. Vacation hours earned in either or both six (6) month periods shall be added to regular Vacation Leave in the following fiscal year.

**SECTION 4.** Each employee may use sick leave in case of his/her own illness, injury or exposure to contagious disease, and/or his/her attendance upon his/her spouse, parents and children when the illness or injury necessitates care by the employee. Illness in either case which extends beyond one (1) regularly scheduled 24-hour shift for line staff, or three (3) consecutive working days for staff on Monday-Friday schedules, may require, at the request of the Fire Chief, a doctor's certificate in order to return to work (overtime and swaps are not considered regularly scheduled shifts)

**SECTION 5.** For all employees hired prior to November 16, 1989, a sum of money equal to the employee's hourly rate multiplied by the number of unused hours of sick leave accumulated by the employee will be paid to the employee at the time of his/her retirement or separation, provided the employee has ten (10) years of service, or, in the case of the employee's death, to his/her wife or estate without any service requirement. Employees hired after November 16, 1989 shall be eligible for seventy-five percent (75%) of the benefits in this section. Employees hired after July 1, 1996, shall not be eligible for the benefits of this section. Reimbursement under this section shall be paid to the employee within thirty (30) days of the last day of employment.

**SECTION 6.** The Town shall have the right to verify employee illness through its physician. Improper use of sick leave shall be a cause for disciplinary action.

**SECTION 7.** Whenever any employee has used all of his/her accumulated sick leave, an extension may be granted upon approval of the Board of Fire Commissioners.

### **ARTICLE 13 INJURY LEAVE**

**SECTION 1.** Whenever an injury occurs to an employee for which compensation is payable under the State Workers' Compensation Act, the amount of salary paid to the employee of the Town, when combined with the compensation received under the Act, shall be equal to ninety percent (90%) of his/her gross regular salary for the first thirty (30) days, eighty percent (80%) for the period between thirty (30) and ninety (90) days, and seventy five percent (75%) beyond ninety (90) days.

**SECTION 2.** In the event that the listed difference of gross regular salary is paid to an employee by the Town while s/he is eligible to receive compensation, all such compensation, excluding specific awards received by the employee, shall be turned over to the Town Treasury.

**SECTION 3.** Any employee may elect not to accept the Town's supplemental payment, and be paid only the mandated compensation provided under the Workers' Compensation Act. But in such case, said compensation shall fully extinguish, except for the provision of insurance benefits, the Town's financial liability to the employee as set forth in this Section.

**SECTION 4.** In the event that an employee has reached maximum medical improvement and is unable to return to full duty after two (2) years, the Town may separate the employee from employment, provided such determination is supported by an independent medical examination.

#### **ARTICLE 14 SPECIAL LEAVE**

Each employee shall be granted special leave with pay including any Holiday Premium Pay as defined in Article 7 Section 4, for any day or days on which s/he is able to secure another employee to work in his/her place provided:

- a. Such substitution does not impose any additional cost to the Town.
- b. Such substitution is within classification only.
- c. The Chief or Asst. Chief is notified that such substitution is to take place not less than twenty-four (24) hours or more than fifteen (15) days prior to such substitution. Emergency situations will be judged on their merits.
- d. Neither the Department nor the Town is held responsible for enforcing any agreement made between employees.

#### **ARTICLE 15 FUNERAL LEAVE**

Each employee shall be granted leave with pay in the event of a death in his/her immediate family. Such leave shall start on the day of death and continue through and include the day of the burial, except that in no event shall such leave be more than two (2) working days for 24hr Shift Personnel and four (4) working days for week day Monday thru Friday Personnel, commencing with the day of death. For the purpose of this Article, the term immediate family shall mean and include the following: mother, father, mother-in-law, father-in-law, sister, brother, wife, child, grandchild, grandparents, and any relative domiciled in the employee's household. The prefix step- will be added to any of the above enumerated relations when applicable. In the event of unusual circumstances, such funeral leave with pay may be further extended upon approval of the Board of Fire Commissioners.

#### **ARTICLE 16 UNIFORMS**

##### **SECTION 1.**

- a. The Town will provide each employee in each fiscal year with three (3) sets of work uniforms (long or short sleeve at the member's selection) that are NFPA compliant and/or made of 100% cotton, and a pair of safety shoes.
- b. All employees assigned to a five (5) day shift shall receive two (2) extra sets of work uniforms.

- c. All new employees shall receive three (3) extra shirts and hiking boots.

**SECTION 2.** The Town will provide each employee with his/her own NPFA and/or OSHA compliant protective clothing including two (2) Nomex hoods.

**SECTION 3.** A regulation dress uniform will be provided by the Town to each employee. Replacement of dress uniform and hiking boots shall be by inspection of same by the Chief or Asst. Chief of the Department and replaced if needed. Uniforms shall be worn for ceremonial functions, fire watch duty, and occasions approved by the Chief of the Department.

The Town shall provide each uniformed member with a winter weight uniform jacket for use with the employee's station uniform. Replacement of winter weight uniform jacket shall be by inspection of the same by the Chief or Assistant Chief of the Department and replaced if needed.

**SECTION 4.** The Town agrees to provide each employee assigned to an overnight shift: new sheets, blanket, pillow, pillowcase and mattress pad. Replacement shall be by inspection of same by the Chief or Assistant Chief of the Department and replaced as needed.

**SECTION 5.** Inspectors, Inspector/Firefighter, Deputy Fire Marshal and the Deputy Chief shall wear the prescribed uniform as designated by the Chief and/or Asst. Chief.

## **ARTICLE 17 INSURANCE**

**SECTION 1.** Effective July 1, 2016, the Town shall provide a high deductible health care plan with a health savings account feature (HDHP/HSA), including the following components:

	In Network	Out of Network
Annual Deducible (Individual/aggregate family)	\$2000/\$4000	SAME
Co-Insurance	100% Co-Insurance after deductible, subject to co-insurance maximum.	80% Co-insurance after deductible, subject to co-insurance maximum.
Co-insurance Maximum (individual/aggregate family)	\$4000/\$8000	SAME
Lifetime Maximum	Unlimited	Unlimited
Preventative Care	Deductible not applicable 100% Co-insurance	80% Co-insurance after deductible, subject to co-insurance maximum
Prescription Drug Coverage	No co-payments for prescription drugs once the deductibles have been met. Effective July 1, 2020:	

	prescription coinsurance of \$1,500.	
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The following premium cost sharing provisions shall apply to the HDHP/HSA plan during the term of this agreement:

Effective July 1, 2018, the Town agrees to pay eighty-two percent (82%) of the allocation rate cost of coverage under the HDHP/HSA plan. The remaining portion of the allocation rate costs shall be paid by the employees by way of payroll deduction.

Effective July 1, 2019, the Town agrees to pay eighty-one percent (81%) of the allocation rate cost of coverage under the HDHP/HSA plan. The remaining portion of the allocation rate costs shall be paid by the employees by way of payroll deduction.

Effective July 1, 2020, the Town agrees to pay eighty and one half percent (80.5%) of the allocation rate cost of coverage under the HDHP/HSA plan. The remaining portion of the allocation rate costs shall be paid by the employees by way of payroll deduction.

**SECTION 2.** Effective July 1, 2017, the Town will contribute fifty percent (50%) of the applicable HSA deductible amount. The Town's contribution toward the HSA deductible will be deposited into the HSA accounts in two payments July 1st and January 1st. The parties acknowledge that the Town's contribution toward the funding of the HSA plan is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for active employed members of the bargaining unit. The Town shall have no obligation to fund any portion of the HSA deductible for retirees or other individuals upon their separation from employment.

An HRA shall be made available for any employee who is precluded from participating in the HSA bank account because the individual receives Medicare and/or veterans' benefits. The annual maximum reimbursement by the Town shall not exceed the Town's annual deductible contribution for those in the HSA. Allocation rate contributions for the individuals in the HRA shall be the same as the HSA.

- a. A Life Insurance Policy in the amount of one (1) times the annual base salary of each employee. Life Insurance shall be for the Employee only, except for deaths in the line of duty, where such benefit shall be one hundred thousand dollars (\$100,000).
- b. All benefits under Article 17, sub-section "a" will be available to all retired members of the Fire Department at their own expense. The Town shall make these plans available at group rates.
- c. Hepatitis B vaccination series and follow-up blood testing for each employee on a voluntary basis and booster vaccinations every five (5) years as required.
- d. The Town shall provide the Union with two copies of the insurance plan documents.

- e. Employees may elect to waive all health insurance benefits and in lieu thereof, be remunerated in the amount of \$1000 for single coverage, \$2000 for 2-person coverage and \$3000 for family coverage. One-half (1/2) of such remuneration shall be paid on or about December 1 and June 1. Employees choosing this option shall be able to change their mind on July 1, for any reason, and/or at one other time during each year, if there has been a significant change in the employee's circumstances, such as divorce, death of spouse, etc., which warrants such change in option. Such request for change must be presented, in writing, to the Town Manager's office at least sixty (60) days prior to the beginning of the month in which the change is to take effect. Upon receipt of the revocation of waiver, coverage by the insurer shall be subject to any regulations including waiting periods, which may then be in effect.

Waivers under this section are subject to the approval of the applicable insurance carrier.

**SECTION 3.** The Town will be permitted to substitute a medical insurance plan for the HDHP/HSA plan only under the following terms and conditions:

- a. Anthem is substituted for an equally reputable insurance provider;
- b. the coverage for all items currently covered (e.g., physician, hospitals, prescriptions, patient services, equipment, etc.) are comparable to the existing coverage;
- c. the list of participating physicians and facilities covered in-network and without additional co-pays is comparable; and
- d. the substitution is not implemented prior to either agreement of the Union or arbitration award confirming compliance with the above conditions.
- e. the Union will be given at least sixty (60) days' notice of any anticipated change in coverage, such notice to include the proposed insurance plan documents. Should the Union feel the proposed change does not provide comparable coverage or that the insurance provider is not equally reputable, it may, within the sixty (60) day period, file a grievance on the sole issues of comparability and/or reputability with the American Arbitration Association, in accordance with its voluntary rules. The costs of the arbitrator will be shared equally by the Town and the Union. The arbitrator's decision shall be final and binding on the issues of comparability and/or reputability.

**SECTION 4.** Effective July 1, 2015 and effective every July 1st thereafter, an employee's allocation rate contributions shall be reduced by 2% if, during the preceding calendar year, the employee and the employee's enrolled spouse and dependents (as applicable) participated in all applicable components of a wellness incentive program as established by the Town, in coordination with the Town's insurance plan administrator. The wellness incentive program will include age-based preventative physical examinations and age-based preventative screenings, and will be designed to provide early diagnosis and appropriate information to the participants in

the health insurance plan so that they and their health care professionals can determine appropriate, timely courses of treatment as needed.

Employees hired after July 1, 2013 will not pay the discounted contribution percentage until they have had one (1) complete calendar year of employment with the Town to fulfill the components of the wellness incentive plan.

## **ARTICLE 18 SENIORITY**

Seniority shall be by classification and shall consist of the relative length of accumulated service of each employee in his/her respective classification. For the purpose of this Article, classification shall mean and include the following:

Inspector - Firefighter - Inspector/Firefighter - Lieutenant - Fire Captain - Battalion Chief  
- Deputy Fire Marshal - Deputy Chief

In the case of an exact tie in seniority which needs to be broken to establish a list, such tie will be broken by the Chief by lot in the presence of those employees who are tied.

## **ARTICLE 19 LEAVE OF ABSENCE WITHOUT PAY**

The Town may grant leave of absence without pay to any employee upon his/her written request, for a period not to exceed ninety (90) days, a second ninety (90) days may be granted upon a second written request. Upon expiration of an approved leave of absence, or earlier if requested by such employee, s/he shall be reinstated in the position held at the time leave was granted.

## **ARTICLE 20 UNION ACTIVITY PROTECTED**

Except for the right to strike and to picket city property, or to withhold services, which are hereby prohibited, all other Union activities are protected. Nothing shall abridge the right of any duly authorized officer and representative of the Union to present the views of the Union to the citizens on issues, which affect the welfare of its members.

## **ARTICLE 21 PROBATIONARY PERIOD**

**SECTION 1.** To enable the Town to exercise sound discretion in the filling of firefighter positions within the Fire Department, no appointment in such classification in the Fire Department shall be deemed final and permanent until after the expiration of a period of one (1) year probationary service after the graduation from recruit class, but in no event more than eighteen (18) months after date of hire. During the probationary period of any such employee, the Town may terminate the employment of such employee, if during this period upon observation and consideration of his/her performance of duty, the Town shall deem him/her unfit for such appointment. If probationary period is extended for any reason beyond the one (1) year period, the salary shall remain at Step #1 of the contract until probationary period is completed.

Extension shall not exceed ninety (90) days duration. Nothing contained herein shall be used to deny any employee of any right or benefit provided by this contract except such rights as are provided in Article 5 as they apply to dismissal.

## **SECTION 2.**

- a. Prior to assigning a new firefighter to firefighting duties, all new firefighters hired shall have attended and graduated from the Connecticut Fire Academy (CFA) recruit training. The training shall be completed regardless of current training level. Notwithstanding the above, new firefighters who have not attended and graduated from CFA who have Firefighter I certification or better may be assigned to firefighting duties, but will attend the next available CFA recruit training course. If classes are held during regular time off, they will be paid at a rate of one and one-half (1½%) times their regular pay rate.
- b. New firefighters shall attain State of Connecticut FF I and FF II Certification during the probationary period. Upon completion of one (1) year of service, FF I and FF II certification, a firefighter shall advance to Step #2 of the pay scale. Upon completion of two (2) years of service and Fire Instructor I certification, a firefighter shall advance to Step #3 of the pay scale. Upon completion of three (3) years of service and Fire Officer I certification, a firefighter shall advance to Step #4 of the pay scale. In the event a firefighter reaches two (2) years of service and does not complete Fire Instructor I certification, s/he shall remain at Step #2 of the pay scale until Fire Instructor I is completed and certified. In the event a firefighter reaches three (3) years of service and does not complete Fire Officer I certification, s/he shall remain at Step #3 of the pay scale until Fire Officer I is completed and certified. Present employees who wish to become certified shall also be granted time off to attend certification classes when said classes are held during the employee's regularly scheduled workweek. In the event that the State of Connecticut eliminates or changes the designation(s) for the above certifications, the parties will negotiate to comport with the changes in the certification process.

**SECTION 3.** Inspector/Firefighter and the Deputy Fire Marshal, as applicable, shall attend the first available offering of the Inspector Certification of the State Fire Marshal. Said course shall be successfully completed and certification received before s/he becomes certified in this position.

## **ARTICLE 22 MISCELLANEOUS**

**SECTION 1.** The officer in charge shall apportion all work among subordinates as equitably as possible.

**SECTION 2.** With the exception of minor repairs, no employee shall be required to perform any work in or about the Fire Station which is classified as building trades work.

**SECTION 3.** All clothing, watches, eyeglasses that are damaged, destroyed or lost in the line of

duty will be repaired, if possible, or replaced by the Town at no cost to the employee, provided the employee is wearing designated protective gear.

**SECTION 4.** No rule or regulation will be changed until the Fire Board has given thirty (30) days' notice of such change to the bargaining unit employees. Any rule or regulation which changes working conditions within the meaning of the Municipal Employees' Relations Act will not be changed except through the bargaining process.

**SECTION 5.** The chain of command shall be as follows: Chief, Asst. Chief, Deputy Chief, Battalion Chief, Captain, Lieutenant, Volunteer Captain, Volunteer Lieutenant. Anyone acting in an acting position shall be considered holding that rank while acting.

**SECTION 6.**

a. Promotional application procedure for the rank of Lieutenant, Captain, Deputy Fire Marshal, Deputy Chief, Inspector/Firefighter, or Battalion Chief shall be as follows:

1. Written application forms shall be provided by the Town.
2. Written notice of deadline for applications and a reading material list must be given by the Town a minimum of two (2) weeks before the application deadline.
3. Applicants:
  - i. Shall be a career member of the Southington Fire Department with a minimum of three (3) years service. If no application is received under (i), then (ii) shall apply.
  - ii. Shall be a career member of the Southington Fire Department with a minimum of one (1) year service. If no application is received under (ii), then (iii) shall apply.
  - iii. Shall be a career member of the Southington Fire Department. If no application received under (iii), then (iv) shall apply.
  - iv. If no application is received under (i), (ii), or (iii), the position may be filled from outside the career department.
  - v. Shall be eligible for promotional examination for Battalion Chief only if they hold the rank of Captain or greater at the time of examination.
  - vi. Shall be eligible for promotional examination for Deputy Fire Marshal only if they hold a State Of Connecticut Fire Marshal Certification, or they are a Career Officer at the time of examination.
  - vii. Shall be eligible for promotional examination for Deputy Chief only if they hold the rank of Battalion Chief. If no Battalion Chief applies then must hold the rank of Captain. If no Captain applies then the Junior

Captain shall be assigned to the position.

- viii. The Civilian Inspector will be eligible for promotion to Deputy Fire Marshal if they meet all the requirement established for the position. If the Civilian Inspector is selected for Deputy Fire Marshal, the resulting vacant Civilian Inspector position will be offered to a uniform person first, and if filled by a uniformed member, shall remain a uniformed Firefighter position (Firefighter-Inspector).
- ix. To be eligible for promotion to Captain they must be a Career Lieutenant in the Southington Fire Department.
- 4. Seniority points shall be calculated based on years of service with the paid contingent of the Southington Fire Department completed on or before the application deadline.
- 5. All dates for promotional testing must be announced within two (2) weeks of the application deadline. Promotional examinations shall begin no earlier than six (6) weeks nor later than eight (8) weeks after the application deadline. If testing does not begin within this period, the application period shall be reopened and the process repeated as above.
- b. All persons eligible to compete for any promotion will be given an oral examination and a written examination.
- c. The oral examination will be given by a group of three (3) members from another paid fire service. The group shall consist of Captains and/or other command officers from towns that are comparable to Southington in size and structure. When applicable, Fire Marshals and/or Deputy Fire Marshals shall participate in the oral examination.
- d. A written examination, prepared by an outside testing agency, based on subjects on firefighting and management, shall be given to each candidate. For Deputy Fire Marshal and Inspector positions, subjects on Life Safety Codes, Inspections and Building Codes shall also be included. The testing agency shall be approved by both the Town and the Union.
- e. The Board of Fire Commissioners will use the written and oral examinations and past experience on the job in their final determination. The weightings for the final marks will be:

Written examination	50%
Oral examination	35%
Past experience	10%
Seniority	5%*

\*(one-quarter (1/4) percentage point for each completed year of service greater than five (5))

The Fire Board will select one candidate, from either of the top two candidates, who attained the highest averages. The list of candidates shall be maintained for a period of two years from the date of completion of the exam and any promotion(s) for subsequent position(s) shall be selected only from the promotional list generated by virtue of the examination for that particular position. Notwithstanding the two-year provision, for the positions of Deputy Fire Marshall and Deputy Chief, retesting will be done if the list contains only one (1) name.

- f. All promotions in the paid service will be made through the ranks of the paid personnel.
- g. During any type of Promotional testing, including oral, written interviews, or any other Departmental requirements, the candidate will not be responsible to respond to any emergency, nonemergency, or conduct of any other departmental business one (1) hour before thru one (1) hour after the scheduled testing.

**SECTION 7.** At least one officer of the Local shall be permitted to attend all meetings of the Board of Fire Commissioners.

**SECTION 8.** Each Firefighter, Lieutenant, Fire Captain and Battalion Chief shall be granted forty-eight (48) hours of personal leave with full pay. Each Inspector, Inspector/Firefighter, Deputy Fire Marshal, Deputy Chief and any person assigned to the day shift (per Article 8, Section 4) shall be granted three (3) personal days with full pay; however, no personal days shall be used to extend a vacation period or to work part-time jobs. Members can use personal time in minimum of four (4) hour increments. Probationary members hired after January 1 shall be granted one (1) personal day until the new fiscal year starts.

**SECTION 9.** There shall be a Battalion Chief assigned to each shift.

**SECTION 10.** A written, oral and agility test shall be given to all candidates for the job of firefighter. The Fire Board shall interview the individuals with the top three (3) scores from whom it shall select the successful candidate, pending passing a physical examination by a physician appointed by the Fire Board. All employees hired after June 30, 2004 must be and remain non-smokers as a condition of employment.

**SECTION 11.** Any firefighter hired shall undergo all training assigned by the Chief and/or Asst. Chief. Subjects to be covered shall include: breathing apparatus, hose and ladders, hydrant operations, etc. A satisfactory performance shall be required to complete probation. A varied work schedule for the new firefighter shall be allowed, if necessary, during this training.

**SECTION 12.**

- a. Each off-duty platoon shall attend at least two (2) training sessions with pay each year. These training sessions shall be designated by the Chief and/or Asst. Chief.
- b. Inspector/Firefighter and Deputy Fire Marshal shall participate in training as mandated by the Chief and/or Asst. Chief.

**SECTION 13.** Any member of the bargaining unit who is subpoenaed to court on Fire

Department related matters shall be paid under the Overtime section of this Contract, minus any and all court allowances paid.

**SECTION 14.** Minor reprimands, written or oral, shall not be used for purposes of progressive discipline after 18 months for oral reprimands and twenty-four (24) months for written reprimands. Suspensions are to remain as a permanent record. Employees shall be offered a hearing with the Department Chief and appropriate representation before any suspension or termination actions are taken.

**SECTION 15.** Effective upon ratification, a physical fitness program shall be reimbursed by the Town. These programs shall be voluntary. Members shall pay for the program and, upon submission of acceptable evidence of payment, shall be reimbursed up to one hundred percent (100%) of the annual cost of an individual Southington YMCA membership.

**SECTION 16.** If the Town is unable to provide on duty EMT-B training:

- a. The Town of Southington shall grant each employee time off with pay for the purpose of obtaining and/or retraining for a Connecticut certification as an EMT-B.
- b. The Town of Southington shall pay for all tuition and fees associated with the EMT-B certification program.
- c. If classes/training sessions are held when the employees are scheduled to be on duty, they shall be allowed time off with pay. If the classes are held during their regular time off, they shall be paid the rate of one and one-half (1 1/2) times their regular rate of pay.
- d. Any employee who maintains his/her EMT certification shall have the sum of two thousand dollars (\$2,000) added to his/her salary. This benefit shall be paid on or about December 15 of each year to each employee on the payroll as of December 15.
- e. Any employee who maintains his/her EMR certification shall have the sum of one thousand dollars (\$1,000) added to his/her salary. This benefit shall be paid on or about December 15 of each year to each employee on the payroll as of December 15.

**SECTION 17.** Employees of Local 2033 shall be afforded the option of entering into a retirement program governed by the Internal Revenue Code 457. A company with an established program shall administer the deferred compensation program. It is however understood that the Town will make available the IAFF Financial Corporation 457 plan as one of the options that bargaining unit members may participate in. Bargaining unit members will be entitled to transfer 457 plan assets to the plan of their choice.

**SECTION 18.** If in any year, a Lieutenant, Fire Captain, Battalion Chief, Inspector/Firefighter, Deputy Fire Marshal, or the Deputy Chief wishes to return to line duty, s/he shall notify the Chief in writing. S/he shall remain in the position until a new candidate is trained in the first

available class and is available to assume duties, unless by mutual agreement between the individual and Chief.

**SECTION 19.** Effective July 1, 2018, four additional Lieutenant positions will be created. The first time these positions are filled, the Town will use the most recent promotion list until October 1, 2019, at which point the normal promotional testing procedure under Section 6 of this Article will be followed.

**SECTION 20.** Effective July 1, 2018, an Officer will be assigned, if available, to each piece of apparatus for responding to emergencies. This Officer will serve as the supervisor on that piece of apparatus.

## **ARTICLE 23 SAVINGS CLAUSE**

**SECTION 1.** The Town retains all rights it had prior to the signing of this Contract except as such rights are specifically relinquished or abridged by this Contract.

**SECTION 2.** All other job benefits enjoyed by employees which are not specifically provided for or abridged in this Contract are hereby protected by this Contract.

## **ARTICLE 24 PENSIONS**

Both parties agree to join and pay as required, all funds necessary to maintain membership in the Connecticut Municipal Employees' Retirement Fund "B" and O.A.S.I. Employee contributions to this plan shall be paid prior to deduction of Regular Payroll Taxes.

## **ARTICLE 25 WAGES**

The wages for all employees shall be as set forth in Appendix A (attached hereto). Employees shall receive the rate of pay specified in their classification, on a bi-weekly basis via direct deposit.

## **ARTICLE 26 MANAGEMENT RIGHTS**

**SECTION 1.** Unless expressly limited by a specific section of this agreement, the rights, powers and authority held by the Town of Southington, including any of its Boards, Agencies, Departments or Commissions pursuant to the Town Charter, general or special act of the Legislature, Town Ordinance, regulation or other type of lawful provision over matters involving the Southington Fire Department, including but not limited to, full control over the policies, practices, procedures, and regulations with respect to employees of the Department covered by this Agreement shall remain vested solely and exclusively in the Town of Southington.

**SECTION 2.** Subject to the terms and conditions of this Agreement, the Union recognizes the retention by the Town of the usual management rights, including the management of the work

and the direction of the work force, the right to hire, suspend or discharge for just cause, the right to relieve employees because of lack of work, or if such reduction in force is determined to be necessary by the Town, the right to determine shift hours and the right to use new equipment and technology which the Town feels may improve the efficiency or effectiveness of the Fire Service.

**SECTION 3.** Nothing in this contract will minimize or restrict the use of Volunteer Fire Companies. The right to use Volunteer Fire Companies which role is noted in the Town Charter, shall continue unabated. Volunteers may be used for the Fire Service as the Fire Chief, Assistant Fire Chief and Fire Board shall determine.

## **ARTICLE 27 MILITARY LEAVE**

**SECTION 1.** Employees who leave the department for military service and who report back within ninety (90) days of their date of discharge shall be reinstated on a similar basis as that provided in the Universal Military Training Act and receive seniority credit for the length of their military service.

**SECTION 2.** Temporary military leave from work shall be granted to regular employees when ordered to serve a period on active reserve or National Guard duty during such periods, and if scheduled to be on duty for the Town, the employee shall be paid the difference between his/her regular fire department salary and his/her military pay. A statement of military earnings and orders shall be submitted by the employee to the department.

Said leaves shall be in addition to his/her annual vacation leave or any leave provisions of this agreement.

## **ARTICLE 28 FIRE TECHNOLOGY SCHOOL**

**SECTION 1.** Upon submission of evidence of a grade of "B" or better, the Town agrees to reimburse any member of the Southington Fire Department for the cost of textbooks and tuition for courses leading to an Associates, one (1) Bachelors and/or one (1) Masters degree in the following fields: Fire Technology, Protection or Science; Fire or Public Safety Administration; or Emergency Management or any field that is agreed upon by the Fire Chief and Union President. Such degrees must be offered by any accredited college or university. The text books shall become the property of the employee. Prior to the commencement of any such degree program, employees seeking reimbursement will be required to submit a program description from the school, which includes the course requirements. Employees must submit requests for reimbursement by October 1 of the contract year prior to the contract for which the course is taken. Total reimbursement per contract year shall not exceed \$30,000 in aggregate or \$5000 per employee. Members in a master's program may draw tuition reimbursement up to \$7,500 per year.

**SECTION 2.** The Town agrees to authorize any member of the Southington Fire Department to participate in any classes offered through the Connecticut State Fire School or the Connecticut Regional State Fire Schools. Town authorization does not imply fiscal responsibility of the

Town. Fiscal responsibility will be at the discretion of Town, except the Town shall pay for any course for which it requires attendance.

## **ARTICLE 29 HEIGHT AND WEIGHT RESTRICTIONS**

**SECTION 1.** All employees hired on or after November 16, 1989 must, as a condition of employment, not exceed the following maximum body weight for their height:

**MALES:**

5'4"	5'5"	5'6"	5'7"	5'8"	5'9"	5'10"	5'11"	6'0"	6'1"	6'2"
170	175	180	185	190	195	200	205	210	215	220

**FEMALES:**

5'3"	5'4"	5'5"	5'6"	5'7"	5'8"	5'9"	5'10"	5'11"	6'10"	6'11"
140	145	150	155	160	165	170	175	180	185	190

Maximum body weights for heights not listed above shall be extrapolated from the schedule at five (5) pounds per inch of height.

**SECTION 2.** All employees hired prior to November 16, 1989 shall be weighed and measured within two (2) months after November 16, 1989. At least two (2) weeks' advance notice shall be provided. Their official weight at that time shall be recorded and either that weight plus ten (10) pounds, or the applicable weight in the chart above, whichever is greater, will be their maximum allowable during their remaining employment with the Town.

**SECTION 3.** All employees shall be subject to a weigh-in Conducted by the Department at the direction of the Chief or his/her designee on or about April 1 and October 1 of each year. The weigh-in will be conducted within the first two (2) days that an employee works a weekday shift after that date. Weigh-ins will be on the official scale provided at the Central Fire Station. Weigh-ins will be in stocking feet and work uniform. Employees determined to be out of compliance with the above applicable procedures shall be given until the next weigh-in date to comply.

**SECTION 4.** Employees not in compliance with any of the above applicable procedures will, nonetheless, be considered in compliance with this Article if their body fat content does not exceed twenty percent (20%) for new male hires, twenty-six percent (26%) for new female hires, twenty-three percent (23%) for males and thirty percent (30%) for females.

For the purposes of this Article new hires is defined from date of hire up to and including the probationary period.

**SECTION 5.** Employees determined to be out of compliance with any of the above applicable procedures shall be given a fitness evaluation after each weigh-in until compliance is reached. The fitness evaluation will consist of the following assessments:

1. Aerobic capacity
2. Body fat percentage

3. Muscular strength
4. Muscular endurance
5. Flexibility
6. Weight

Once the fitness evaluation is completed the employee will receive feedback regarding their current level of fitness, positive improvement, or negative improvement since the last assessment and suggestions on how to improve their functional capacity. Personnel must understand that the objectives of these evaluations are to facilitate improvements in personal fitness. All members are expected to see improvements in at least two (2) out of the six (6) assessment areas. A confidential file will be established and maintained for each employee.

The fitness evaluations will be outsourced to a qualified center agreed upon by both Management and the Local. The employee will be sent for their first evaluation on duty. All subsequent evaluations will be on the employee's time. Evaluations will be conducted within thirty (30) days of the employee's weigh-in. Failure to appear equals a fail, unless mutually agreed to by the parties.

**SECTION 6.** Employees not showing improvement in at least two (2) of the six (6) assessment areas on the next weigh-in date shall be placed on probation. After two (2) consecutive evaluations without improvement in at least two (2) of the six (6) assessment areas, the employee will receive a one (1) week unpaid suspension. Three (3) consecutive evaluations without improvement will result in suspension without pay until improvement is attained. After continued noncompliance, termination may be instituted at the discretion of the Town.

### **ARTICLE 30 DURATION**

The duration of this Contract shall extend from July 1, 2018 through June 30, 2021. Either party wishing to terminate, amend or modify such Contract must so notify the other party in writing no more than two-hundred-forty (240) days nor less than one-hundred-fifty (150) days prior to June 30, 2021.

Within five (5) days of the receipt of such notification by either party, a conference shall be held between the Town and the Union Negotiating Committee for the purpose of negotiating such amendment, modification or termination.

FOR THE TOWN OF SOUTHTON

  
TOWN MANAGER, Mark J. Sciota

  
WITNESS

LOCAL 2033, INTERNATIONAL  
ASSOCIATION OF FIREFIGHTERS

  
PRESIDENT, Glenn Dube

  
WITNESS

## **APPENDIX A**

### **SALARY SCHEDULE EFFECTIVE JULY 1, 2018 THROUGH JUNE 30, 2019**

<b>CLASSIFICATION</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>
Firefighters	\$63,026	\$67,047	\$69,632	\$73,197
Lieutenants	\$76,263			
Captains	\$79,444			
Inspector	\$55,784			
Inspector/Firefighter	\$80,881			
Battalion Chief, Deputy Fire Marshal	\$86,046			
Deputy Chief	\$87,337			

### **SALARY SCHEDULE EFFECTIVE JULY 1, 2019 THROUGH JUNE 30, 2020**

<b>CLASSIFICATION</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>
Firefighters	\$64,539	\$68,656	\$71,303	\$74,954
Lieutenants	\$78,093			
Captains	\$81,351			
Inspector	\$57,123			
Inspector/Firefighter	\$82,822			
Battalion Chief, Deputy Fire Marshal	\$88,111			
Deputy Chief	\$89,433			

### **SALARY SCHEDULE EFFECTIVE JULY 1, 2020 THROUGH JUNE 30, 2021**

<b>CLASSIFICATION</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>
Firefighters	\$65,959	\$70,166	\$72,872	\$76,603
Lieutenants	\$79,811			
Captains	\$83,141			
Inspector	\$58,380			
Inspector/Firefighter	\$84,644			
Battalion Chief, Deputy Fire Marshal	\$90,049			
Deputy Chief	\$101,621			

- Note 1: The rates set forth in this appendix are annual rates.
- Note 2: All firefighters will be paid according to Article 21, Section 2. All other members will be paid according to Salary Schedule.
- Note 3: Any employee who has completed five (5) but less than ten (10) years of continuous service will have added to his/her annual salary the sum of two hundred dollars (\$200.00). Any employee who has completed ten (10) but less than fifteen (15) years of continuous service shall have added to his/her annual salary the sum of three hundred dollars (\$300.00). Any employee who has completed fifteen (15) or more years of continuous service shall have added to his/her annual salary the sum of four hundred dollars (\$400.00). All benefits paid under this section will be paid on or about December 15 of each year to each employee on the payroll as of December 15.
- Note 4: Any firefighter who has not received a bond and who has or shall complete a Fire Officer I certification course will be reimbursed for the cost of an incentive savings bond in the amount of five hundred dollars (\$500.00) one time only. However, any firefighter receiving the above mentioned certificate as a result of being “grandfathered” shall not be entitled to the \$500.00 bond unless he/she completes the same course of study as those firefighters who have not been “grandfathered.” Firefighters holding an Associates Degree in Fire Technology, Protection or Science; Fire or Public Safety Administration; Emergency Management; or any field that the Fire Chief and Union President agree upon shall have added to their salary annually the sum of three hundred dollars (\$300.00). Firefighters holding a Bachelor’s Degree in Fire Technology, Protection or Science; Fire or Public Safety Administration; Emergency Management; or any field that the Fire Chief and Union President agree upon shall have added to their salary annually the sum of six hundred dollars (\$600.00). Firefighters holding a Master’s Degree in Fire Technology, Protection or Science; Fire or Public Safety Administration; Emergency Management; or any field that the Fire Chief and Union President agree upon shall have added to their salary annually the sum of nine hundred dollars (\$900.00). All benefits paid under this section will be paid on or about December 15 of each year to each employee on the payroll as of December 15.
- Note 5: Should the Southington Fire Department require bargaining unit members to operate at the Hazardous Material Technician level, the Town shall supply the members with the proper equipment, manpower, baseline physical exams, and training as defined in OSHA’s 1910.120 (HAZWOPER) as it relates to Hazardous Materials Technicians.

## **APPENDIX B PHYSICALS**

In order to be in compliance with Connecticut's Occupational Safety and Health Act, specifically section 1910.134(b)(10), the Town of Southington and Local 2033, International Association of Firefighters, have agreed to the following:

- I. That every two years all members of Local 2033, IAFF, shall submit to a full physical exam including basic pulmonary function test and a Sitting electrocardiogram (non-stress EKG) with the following options for payment:
  - A) The Town will provide and pay for the above mentioned tests with full and complete access to the results of said tests.
  - B) The employee may have the above mentioned Tests performed by his/her own doctor at his/her own expense using his/her current health insurance Plan and supply only the summary results (pass or fail) to the Town. On bi-annual years when the cost of these tests would not be covered, the employee shall submit the bill to be paid by the Town.

## **APPENDIX C**

### **Inspector/Firefighter--Conditions**

1. Candidate must attend first available Inspector course and successfully pass testing and be certified by the State of Connecticut.
2. Inspector/Firefighter will have same holidays as the Deputy Fire Marshal.
3. The Town will pay for schooling (overtime) other than regular work hours,
4. Inspector/Firefighter will be eligible to test for officers positions.
5. Inspector/Firefighter will receive, in addition to regular uniform issue, one (1) light-weight and one (1) winter-weight jacket.
6. The duties of the Inspector/Firefighter include being available to respond while off duty. Such duty shall be called "on call". The Firefighter/Inspector will be subject to "on call" for a maximum of 13 weeks in any consecutive 52 week period; however the "on call" shall not exceed three (3) consecutive weeks without the Firefighter/Inspectors consent. The Firefighter/Inspector shall receive, in addition to their regular salary, \$32.22 for each day they are on call.
7. A department vehicle shall be made available to the Inspector/Firefighter during the period they are "on call", after regularly scheduled hours, for department use only.
8. During any "on call" period, the Inspector/Firefighter will be ineligible for shift overtime.

## APPENDIX D

**TITLE:** Deputy Chief

**Overtime:** The Deputy Chief shall be eligible for shift replacement overtime assignment, fire watch and other miscellaneous overtime outside of his/her regular working hours. While working normal shift replacement overtime, his/her rank shall be equivalent to a Battalion Chief.

**Holidays:** The Deputy Chief shall receive holiday benefits as outlined under Article 7, Section 3.

**Benefits:** The Deputy Chief shall, in addition to all other benefits and privileges accorded under the Contract and not specifically abridged or revised in this memorandum:

- a. Receive overtime pay for approved classes attended outside regular working hours (Mon.-Fri., 08:00-17:00).
- b. Be eligible to test for any other officer positions.
- c. Receive, in addition to regular uniform issue, one (1) light weight and one (1) winter weight jacket.
- d. Shall be provided with transportation for all official business.

## **APPENDIX E**

1. The position of Deputy Fire Marshal will have the duties of the Deputy Fire Marshal (hereinafter "Duties") added. The position will have the new title of Deputy Fire Marshal.
2. The Town reserves the right to have the Duties performed by the Fire Chief (hereinafter "Chief"), Fire Marshal and/or Assistant Fire Chief (hereinafter "Assistant Chief") in conjunction with the Deputy Fire Marshal.
3. The parties agree that the duties of Deputy Fire Marshal will be considered shared bargaining unit work. The duties of the Deputy Fire Marshal shall include and are not limited to the duties currently performed by the position of Deputy Fire Marshal.
4. The annual compensation for the Deputy Fire Marshal shall be that of the Deputy Fire Marshal. In addition to the current compensation for the Deputy Fire Marshal, the Deputy Fire Marshal shall receive an additional stipend of \$3,710, which will be prorated into weekly payments and included as a part of the Deputy Fire Marshal weekly compensation.
5. The duties of the Deputy Fire Marshal include being available to respond while off-duty. Such duty shall be called "on-call". The Deputy Fire Marshal will be subject to "on-call" for a maximum of 26 weeks in any consecutive 52 week period; however, the "on call" shall not exceed three (3) consecutive weeks without the Deputy Fire Marshal consent. The start of the "on-call" week will be mutually agreed between the Fire Marshal and the Deputy Fire Marshal. The Deputy Fire Marshal shall receive, in addition to his/her regular salary, \$32.22 for each day he is "on-call".
6. A department car shall be made available to the Deputy Fire Marshal during the period the Deputy Fire Marshal is "on call" after regularly scheduled hours, for Department use only, and may be made available at other times, at the sole discretion of the Chief.
7. During any on-call period, the Deputy Fire Marshal will be ineligible for shift over time; otherwise, the Deputy Fire Marshal will be eligible for such overtime in accordance with the then current contractual policies and procedures.

## **APPENDIX F**

### **TITLE: Inspector**

**Applicants:** A written and oral test shall be given to all candidates for the job of Inspector. The Fire Board shall interview the individuals with the top three (3) scores from whom it shall select the successful candidate, pending passing a physical examination by a physician appointed by the Fire Board. All Inspectors must be and remain non-smokers as a condition of employment.

**Hours:** As outlined under Article 8 Section 3 paragraph a.

**Overtime:** The Inspector shall be eligible for overtime when working outside of their normal work hours.

**Holidays:** The Inspector shall receive holiday benefits as outlined under Article 7, Section 3.

**Probation:** No appointment in such classification in the Fire Department shall be deemed final and permanent until after the expiration of a period of one (1) year probationary service. During the probationary period of any such employee, the Town may terminate the employment of such employee, if during this period upon observation and consideration of his/her performance of duty, the Town shall deem him/her unfit for such appointment. Nothing contained herein shall be used to deny any employee of any right or benefit provided by this contract except such rights as are provided in Article 5 as they apply to dismissal.

- Duties:**
1. Inspectors will receive, in addition to regular uniform issue, one (1) light-weight and one (1) winter-weight jacket.
  2. Inspectors would have no firefighting responsibilities nor would they be eligible to fill any firefighting or officer positions. To be eligible for any other Fire department position, they must apply and test as other entry level positions.
  3. The duties of the Inspector include being available to respond while off duty. Such duty shall be called "on call". The Inspector will be subject to "on call" for a maximum of 13 weeks in any consecutive 52 week period; however the "on call" shall not exceed three (3) consecutive weeks without the Inspectors consent. The Inspector shall receive, in addition to their regular salary, \$32.22 for each day they are on call.
  4. A department Vehicle shall be made available to the Inspector during the period they are "on call", after regularly scheduled hours, for department use only.

## **APPENDIX G**

### **Policy Alcohol and Controlled Substance Testing**

#### **I. PURPOSE**

The purpose of this document is to outline the policy of the Town of Southington (hereinafter "Town") to comply with Federal Guidelines to maintain a drug and alcohol free workplace for employees employed by the Town. The Town is firmly committed to operating in the safest and most efficient manner possible. As a responsible employer, the Town is also committed to promoting the safety and welfare of its employees and the public. The widespread problem of drug and alcohol abuse in our society is a potential threat to these objectives, endangering not only the public, but also the future of the Town and the personal lives of its employees. Many problems are associated with drug abuse: it can cost employees in terms of health, broken marriages, abused children, and lost employment. Such problems can also cost the Town in terms of absenteeism, accidents, lost productivity and increased medical expenses.

It is the responsibility of each employee (as defined below) to ensure that he/she is drug free in compliance with the requirements outlined in this policy.

#### **II. APPLICABLE FEDERAL REGULATIONS**

This policy was developed and will be implemented in accordance with the following federal rules and regulations which are applicable to the Town:

\* Department of Transportation, Federal Highway Administration, 49 CFR Parts 40, 382, 391, and 394 - Controlled Substance Testing.

This policy applies to all applicants and employees of the Southington Fire Department.

#### **III. CATEGORIES OF TESTING**

Detection will be accomplished through the following categories of drug and alcohol testing as outlined in 45 CFR Part 40:

- Pre-employment
- Random Testing
- Reasonable Cause
- Post Accident
- Return-To-Duty
- Unannounced Follow Up Testing

## **APPENDIX G**

(Cont.)

The drugs to be tested for are as follows:

Marijuana  
Cocaine  
PCP  
Opiates  
Amphetamines

Alcohol — Breath Alcohol Content (B.A.C.) levels of .02 to .039 will preclude an individual from working his/her shift for a period of 24 hours. Levels above >.04 will be provided transportation to their residences.

The Town will train all appropriate supervisory personnel to recognize the signs and symptoms of substance abuse.

#### IV. **POLICY STANDARDS**

Employees are prohibited from using, being impaired by, under the influence or, being in possession of, manufacturing, dispensing or distributing any controlled substance while on duty or on Town property except as permitted by Section 4 below. No employee shall perform safety-sensitive functions within four (4) hours after using alcohol. The Town shall not permit an employee to perform or continue to perform safety-sensitive functions, while having actual knowledge that an employee has used alcohol within four (4) hours. The illicit use of controlled substances is prohibited at any time. Any employee who tests positive as indicated by the test and confirmed by the Medical Review Officer will be subject to disciplinary action in accordance with the Policy.

Upon testing positive, the employee has the right to have the “split” specimen analyzed at a different S.A.M.S.H.A, certified laboratory. If requested, this test will be performed and, if the “split” test is positive, will be paid for by the employee. Negative “split” tests will be paid for by the Town. In the event an employee cannot “void” (shy bladder) after consuming 24 fluid ounces over a 2-hour period, the employee will be evaluated by a medical doctor to determine if this is a physical problem. If not, the test will be classified as a “refusal” i.e. dealt with as a positive.

Any rehabilitation services resulting from a positive drug or alcohol test not covered by insurance shall be the responsibility of the employee.

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(Cont.)**

**V. DISCIPLINARY CONSEQUENCES OF A POSITIVE DRUG OR ALCOHOL TEST**

The disciplinary penalties described below will generally apply to straightforward situations in which the employee tests positive on a random or reasonable suspicion drug or alcohol test.

Situations involving more complicated circumstances such as those involving an accident, property damage, personal injury, violations of the law or State or

Departmental regulations or policies, endangering the public or co-workers, insubordination, belligerent behavior, or other factors may result in more severe discipline being imposed than what is described below.

It should also be noted that in situations where an employee tests positive in one instance for alcohol and in a subsequent instance for drugs (or vice-versa), the subsequent test will be considered as a second (or third, etc.) offense, even though the types of substances than tested positive were different. Employees will not be afforded the full range of disciplinary steps for alcohol, and then another full range of steps for drugs.

Any disciplinary penalties resulting from an employee's first positive substance/alcohol test result shall be held in abeyance until successful completion of a rehabilitation program which the employee elects to attend and enters within 72 hours of the test result. If the tested employee successfully completes a rehabilitation program and no further substance/alcohol related incidents occur within three (3) years from the date of the first instance, then all records of treatment and substance abuse testing shall be retired to a closed medical file. The employee will be given a fresh start with a clean administrative record as to substances. If the employee successfully completes the program, he shall be returned to active status without reduction in pay, grade or seniority. This paragraph shall not restrict or limit any charges brought against the individual for either a second substance/alcohol abuse offense or for any acts of behavior of the individual while performing his/her duties. In the event of a second positive test result within three (3) years any disciplinary penalties resulting from an employee's first positive substance/alcohol test result shall be enforced in addition to the second offense penalties as described in this policy.

**Any employee, who tampers with, falsifies, substitutes, or alters a urine sample, or breath test, or who attempts to do so, shall be subject to discharge.**

In determining the level of discipline for alcohol and drug tests as prescribed in items 1, 2 and 3 below, the Town will not consider disciplinary action taken against the

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(Cont.)**

employee if the employee has not tested positive for a period of three (3) years.

1. **Evidential Breath Test (EBT) less than 0.04.** Under FHWA rules an employee with an alcohol concentration of .02 or greater, but less than 0.04, must be removed from safety-sensitive duties until the beginning of the

employee's next shift, but not less than 24 hours from the test. Concentrations less than .02 will be dealt with under regular disciplinary procedures. In addition, the following levels of disciplinary action will be imposed for concentrations of .02 or greater, but less than 0.04:

**First Offense:** Employees will be sent home with pay for the remainder of the shift and any portion of the next shift that falls within the 24-hour period from the test. In addition, the employee will receive a written warning for alcohol-related misconduct rendering him/her unavailable for duty.

**Second Offense:** Employees will be sent home without pay for the remainder of the employee's shift in addition, the employee will receive a one (1) day disciplinary suspension without pay for chronic alcohol-related misconduct rendering him/her unavailable for duty. The suspension will begin at the start of the employee's next shift

**Third Offense:** A third offense will be cause for termination. The employee will be sent home without pay pending a fact-finding meeting. If the employee is not terminated, the time off the payroll will be considered a disciplinary suspension without pay for not less than thirty (30) calendar days. The employee will also be subject to unannounced alcohol testing, in addition to FHWA required testing, for a period of two (2) years. Any subsequent alcohol test with a result of .02 or greater, or refusal to submit to a test, will result in immediate termination of employment.

2. **Evidential Breath Test (EBT) equal to or greater than 0.04.** A breath alcohol level of 0.04 and above mandates removal from duties, evaluation and treatment as directed by a Substance Abuse professional, return-to-duty and follow-up testing. In addition, the following levels of disciplinary action will be imposed:

**First Offense:** One (1) day suspension without pay to begin at the start of the employee's next shift. Any other time for in-patient rehabilitation, excluding the suspension period, may be charged to any available leave balances in accordance with existing Employee Assistance Program policies. An employee who refuses to participate in the treatment program recommended by the Substance Abuse Professional, or who fails to report for duty following a

## **APPENDIX G (Cont.)**

negative return-to-duty test, will be placed on unauthorized leave. An unauthorized absence of five (5) or more days will be considered a resignation not

in good standing. A failed return-to-duty test or follow-up test will be considered the same as a second offense.

**Second Offense:** Three (3) day suspension without pay to begin at the start of the employee's next shift. Any other time for in-patient rehabilitation, may be charged to any available leave balances in accordance with existing Employee Assistance Program policies. The employee will also be subject to unannounced alcohol testing, in addition to FHWA required testing, for a period of two (2) years. An employee who refuses to participate in the treatment program recommended by the Substance Abuse Professional, or who fails to report for duty following a negative return-to-duty test, will be placed on unauthorized leave. An unauthorized absence of five (5) or more days will be considered a resignation not in good standing. A failed return-to-duty test or follow-up test will be considered the same as a third offense.

**Third Offense:** A third offense will result in termination of employment.

3. **Controlled Substances.** Employees with confirmed positive test results must be removed from safety-sensitive duties, be evaluated and participate in treatment as directed by a Substance Abuse Professional, and be subject to return-to-duty and follow-up testing. In addition, the following levels of disciplinary action will be imposed:

**First Offense:** Three (3) day suspension without pay to begin at the start of the employee's next shift following removal from duty. Any other time for in-patient rehabilitation, excluding the suspension period, may be charged to any available leave balances in accordance with existing Employee Assistance Program policies. An employee who refuses to participate in the treatment program recommended by the Substance Abuse Professional, or who fails to report for duty following a negative return-to-duty test, will be placed on unauthorized leave. An unauthorized absence of five (5) or more days will be considered a resignation not in good standing. A failed return-to-duty test or follow-up test will be considered the same as a second offense.

**Second Offense:** Six (6) day suspension without pay to begin at the start of the employee's next shift following removal from duty. Any other time for in-patient rehabilitation, excluding the suspension period, may be charged to any available leave balances in accordance with existing Employee Assistance Program policies. The employee will also be subject to unannounced alcohol testing, in addition to FHWA required testing, for a period of two (2) years. An

## **APPENDIX G (Cont.)**

employee who refuses to participate in the treatment program recommended by the Substance Abuse Professional, or who fails to report for duty following a negative return -to-duty test, will be placed on unauthorized leave. An

unauthorized absence of five (5) or more days will be considered a resignation not in good standing. A failed return-to-duty test or follow-up test will be considered the same as a third offense.

**Third Offense:** A third offense will result in termination of employment.

**4. Use of Prescribed and Over the Counter Medication**

The Town will permit prescribed and over the counter medication and/or the use of medication on the company premises, specifically prescribed for the employee by his/her physician, that is clearly labeled with the employee's name, the name of the medication and the physician's Federal Drug Enforcement Administration license number, provided the substance is used at the dosage prescribed or authorized and it does not impair their ability to perform in their job or endanger their safety or the safety of others. It is the responsibility of the employee to provide his/her supervisor with documentation from his physician provided the employee tests positive due to a Random Test or a Post-Accident test.

**5. Requirement of Cooperation with Testing procedure**

Each employee required to be tested pursuant to this policy must cooperate with the collection procedures. If a person refuses to cooperate with the collection process, the collection site person shall inform management and shall document the non-cooperation on the Urine Custody and Control form. Any person who refuses to cooperate in providing a sample or is found to have, in any way, tampered with or substituted a sample shall be subject to disciplinary action up to and including termination.

**VI. EMPLOYEE AWARENESS PROGRAM SUPERVISOR TRAINING PROGRAM**

A major tool in the battle against drug use is education and awareness. Accordingly, the Town will educate its employees about the dangers of drugs, their effects and consequences. The education program will help motivate employees to understand the problems associated with using drugs, the misuse of alcohol and the ways such use could compromise their personal functioning as well as their functioning on the job. To accomplish this objective, a number of approaches will be taken to include the following:

1. An annual employee education and training program for all employees.

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The education component shall include:

- Informational material;
  - This policy.
2. The training component for employees shall include information on the

effects and consequences of drug and alcohol abuse on personal health, safety and the work environment, and the manifestations and behavioral cues that indicate drug and/or alcohol abuse.

3. Supervisory employees who will be determining when an employee is subject to drug and alcohol testing based on reasonable cause under this policy shall receive annually at least one (1) hour of additional training on the physical, behavioral, and performance indicators of probable drug use and one (1) hour on the symptoms of the abuse of alcohol.

## **VII. TESTING METHODOLOGY**

All drug testing conducted pursuant to this policy will be performed via urinalysis. Alcohol tests may be conducted by the use of an initial screen (non-evidentiary test) and if the presence of alcohol is detected, the confirmation test will be conducted on an Evidentiary Breath Testing (E.B.T.) unit. In the absence of a non-evidentiary test, the screening test will be conducted on an E.B.T. The E.B.T. will be operated by a Breath Alcohol Technician (B.A.T.). All of the above procedures will be consistent with 49 CFR Part 40.

### **1. Pre-Employment**

All final applicants for employment as drivers are required to submit to a drug test. The applicant will be informed that the urine specimen being collected will be tested for drugs to include Marijuana, Cocaine, Opiates, Phencyclidine (PCP) and Amphetamines.

Final applicants will be required to sign a form consenting to the drug test and authorizing the release of any test results to the Town.

Any applicant who decides not to cooperate in the pre-employment drug test may withdraw their application. No record will be maintained of the declination. Final applicants who test positive for drugs will be rejected for employment. Any employee who does not perform the function of driver may not transfer to this function until the employee passes the drug test administered under this section.

## **APPENDIX G (Cont.)**

### **2. Random Testing**

All employees will be subject to random drug and alcohol testing at the annualized rate determined by DOT FHWA regulations. Selection of employees to be tested will be administered by a 3rd party management company utilizing a validated computerized random selection program. This program ensures that every covered employee has an equal opportunity of being selected at any given time.

Notification of an employee's selection will not be provided until the employee's tour of duty in which the drug and alcohol test is to be conducted. Immediately upon notification of being randomly selected, the employee is to proceed to the collection facility.

**3. Reasonable Cause Testing**

**A. Drug Test**

Employees of the Town are required to submit a urine analysis for the purpose of detecting the presence of controlled substances when a supervisory employee has reasonable cause as defined below.

Under this type of testing, the employee will be removed from service with pay. If testing proves positive for controlled substances, the employee will be required to repay, through payroll deductions, any pay received while off duty awaiting the test and results therefrom.

In all cases where an employee is subject to reasonable cause testing, an evidentiary report of reasonable cause must be completed and signed by a supervisor before the test is administered. Supervisory employees must receive at least one (1) hour of training in the physical, behavioral and performance indicators of probable drug use if they will be determining when an employee is subject to testing based on reasonable cause under this section.

"Reasonable Cause" exists when a supervisory employee believes based on facts, circumstances, physical evidence, physical signs and symptoms or a pattern of performance and/or behavior that would cause a trained supervisory to reasonably conclude that an employee has violated the prohibitions of this policy.

Reasonable suspicion does not require certainty. Mere hunches or "gut feelings", however, are not valid in making a reasonable cause determination. If supervisors with training in the identification of the signs and symptoms of

**APPENDIX G  
(Cont.)**

drug use reasonably conclude that there are objective facts indicative of the use of drugs, sufficient justification for testing exists.

**B. Alcohol Test**

Reasonable suspicion for alcohol abuse exists when a trained supervisory employee suspects that alcohol involvement has interfered with an employee's present ability to safely perform his/her job function. This shall be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the employee.

**4. Post-Accident Testing**

Under this type of testing, employees will be removed from service with pay. The drug test(s) must take place within 32 hours of an accident as defined below. If testing proves positive for alcohol or controlled substances, the employee will be required to repay, through payroll deductions, any pay received while off duty awaiting the test and results therefrom.

The alcohol test should be conducted within 2 hours, but no later than 8 hours after the accident. If the test is not conducted within these parameters, the reason why must be documented.

Post-Accident testing is required of any driver involved in an accident as defined below:

“Accident” means an occurrence associated with the operation of a commercial vehicle, if:

- a. There is a fatality. (Test is mandatory)
- b. A vehicle is towed from the scene of the accident and a citation is issued to the driver;
- c. Medical treatment is administered away from the scene of the accident and a citation is issued to the driver;

(Except in cases involving fatalities, a test is not required if a citation is not issued to the driver.)

**5. Return-to-duty testing**

After completing any required rehabilitation, any employee who tested positive must have a negative Return-to-duty test result before returning to his/her job.

## **APPENDIX G (Cont.)**

### **6. Unannounced Follow Up Testing**

Upon returning to work (after a negative Return-to-duty test) the MR0 or SAP will schedule unannounced Follow Up tests for up to 60 months. For alcohol at least 6 tests must be conducted in the first 12 months upon reporting to work.

### **VIII. URINE COLLECTION AND ALCOHOL TESTING PROCEDURES**

All aspects of urine analysis, drug and alcohol testing, collection and chain of custody procedure shall be conducted in strict accordance with the Town's Substance Abuse Testing Procedures and D.H.H.S. standards as outlined in 49 CFR Part 40.

### **IX. EMPLOYEES ADMITTING TO DRUG AND/OR ALCOHOL ABUSE PRIOR TO NOTIFICATION OF TEST**

In accordance with and subject to other applicable policies and procedures, an employee who admits to Controlled Substance Abuse and/or Alcohol Abuse prior to notification that a random or "reasonable cause" test will be given may avoid termination on the basis of Drug Abuse or Alcohol Misuse and be allowed the opportunity to reform. Any rehabilitation costs not covered by insurance would be the responsibility of the employee.

## NOTICE TO APPLICANTS

The Town of Southington (hereinafter "Town") requires successful completion of a urinalysis drug test as part of its pre-employment screening process. Additionally, the Town requires successful completion of a urinalysis drug test and/or breath alcohol test if the Town has reasonable suspicion that the employee is under the influence of drugs and/or alcohol, which adversely affects or could adversely affect the employee's job performance. The Town also requires employees in occupations that have been designated as safety-sensitive by the Federal Regulations to undergo random urinalysis drug testing at the rate of 50% of the total covered employees. Random alcohol tests will be conducted at the rate of 25% of the total FHWA covered employees only. Drug tests are conducted for the Town by an outside, professional laboratory. Further details will be provided to applicants who successfully meet the Town's other criteria for employment.

Because we are required to notify applicants of our intent to conduct urinalysis drug testing, we ask that you sign and date this notice.

Date 3/8/19

Signature 