

AGREEMENT

Between

CITY OF GROTON

and

**LOCAL 1964
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS**

JULY 1, 2025 – JUNE 30, 2029

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PREAMBLE

AGREEMENT made and entered into by and between the CITY OF GROTON (hereinafter referred to as the “City”, “Employer” or “Department”) and LOCAL 1964, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, A.F.L. - C.I.O. (hereinafter referred to as the “Union”).

WHEREAS, the City and its designated representatives have met with the representatives of the Union, including meeting appropriately related to the budget making process and fully considered and discussed with them, as representatives of the employees in the bargaining unit, wages, hours and other conditions of employment, it is agreed as follows:

ARTICLE 1 - RECOGNITION

- 1.1 The City recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining of wages, hours of employment and other conditions of employment for all of the full-time employees of the Groton Fire Department, excluding the Chief and Deputy Chief of the Department.

ARTICLE 2 - UNION SECURITY

- 2.1 The City agrees that, upon voluntary written authorization of any employee covered by the bargaining unit, it will make a monthly deduction from the wage of such employee for union dues. Such deduction shall be discontinued in the event of termination of the services or upon his/her written request. The total amount deducted each month in accordance with the provisions of this Section will be remitted by the City, together with a list of the employees from whose wages such deductions have been made, to such individual and at such address as shall be specified by the Secretary of the Union. Such remittance shall be made by the last day of the month in which the deductions are made.
- 2.2 The Union agrees to indemnify and save the City harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or inaction by the City for the purpose of complying with the provisions of this Article.

ARTICLE 3 - EMPLOYEES TO RECEIVE COPIES OF THE AGREEMENT

- 3.1 The City shall give each present employee and to each new employee, when he/she is hired, a copy of this Agreement. The City shall also give to the Union five (5) additional copies of this Agreement.

ARTICLE 4 - BULLETIN BOARDS AND UNION MEETINGS

- 4.1 The City shall permit the Union to maintain a bulletin board in the firehouses for the posting of notices concerning Union business and activity, and the Union shall continue to have reasonable use, subject to the approval of the Chief, of the Headquarters Firehouse or Eastern Point Fire Station for conducting Union meetings provided,

however, such activity shall in no way interfere with or hamper the operations of the Department. Union meetings will be held on the third Wednesday of each month and special meetings may be called at any time.

ARTICLE 5 - DISCIPLINARY ACTION

- 5.1 No permanent employee shall be disciplined except for just cause. If an employee is disciplined and desires to grieve such action, he/she may, no later than five (5) business days after the date of such action utilize the grievance procedure as hereinafter set forth in Article 6, commencing with the written grievance at the Second Step.

ARTICLE 6 - GRIEVANCE PROCEDURE

- 6.1 Should any employee or group of employees feel aggrieved concerning his/her wages, hours or conditions of employment, which wages, hours and conditions are controlled by this Agreement, or which are provided for in any statute, charter provision, or ordinance which is not in conflict with this Agreement, or concerning any matter or condition arising out of the employee – employer relationship, including any claim of unjust discrimination, adjustment shall be sought as follows:

a. Step 1 The employee shall first notify the Chief of the Fire Department of the nature of the grievance in writing, setting forth the nature of the grievance. Within five (5) business days after said chief or his/her designated representative receives such grievance, he/she shall meet with the Union Grievance Committee for the purpose of resolving such grievance, and shall render his/her decision to the Union, in writing, on such grievance within five (5) business days of such meeting.

b. Step 2 If the grievance is not settled in Step 1, then, within seven (7) business days of such decision, an appeal in writing may be made to the Mayor. The Mayor or his/her designated representative shall meet with the Union Grievance Committee. Such meeting shall be held within seven (7) business days of the receipt by the Mayor of the appeal. The Mayor or his/her designated representative will render his/her decision in writing to the Union within five (5) business days of such meeting.

c. Step 3 If any grievance remains unsettled after the Second Step, then the Union may request that such grievance be referred to the State Board of Mediation and Arbitration (“Board”) for arbitration in accordance with its administration procedures, practices and rules. Notice of submission to arbitration must be in writing, addressed to the Mayor, or his/her designated representative, and submission to the Board must be made no later than ten (10) business days following the decision of the Mayor, or his/her designated representative, in the Second Step, or the expiration of the time limits for making such decision, whichever shall first occur. Either party may, in its discretion, choose to have the grievance heard by the American Arbitration Association (“AAA”) rather than the Board, in which case, the cost of the arbitration, which shall include the fees and expenses of the arbitrator and the charges of the AAA shall be borne by the moving party. The parties agree to use a mediator/arbitrator from Connecticut as a neutral arbitrator in any grievance that is submitted to AAA.

For purposes of this Article, unjust discrimination is defined as under state and/or federal employment law. An arbitrator shall not have jurisdiction to hear or decide (i.e., grievance shall not be arbitrable) a claim of discrimination which has been filed in State or Federal Court and/or with a state or federal agency or commission including, but not limited to, the Connecticut Commission on Human Rights and Opportunities (CHRO), Equal Employment Opportunity Commission (EEOC) and/or the State Board of Labor Relations.

- 6.2 a. The decision of the Board or AAA shall be binding upon both parties and all employees during the life of the Agreement, unless the same is contrary to law.
b. It is understood that in arbitrations involving matters of discipline the Board has the authority not only to uphold any action taken by the City or to reinstate a suspended or discharged employee with full back pay, but in appropriate cases, to make awards falling between these two positions.
- 6.3 Any grievance, as defined above, not presented for disposition through the grievance procedure set forth above, within ten (10) business days of the occurrence of the condition giving rise thereto, shall not thereafter be considered a grievance under this Agreement. Failure at any step of this procedure to communicate a decision within the specified time limits shall permit the aggrieved employee to proceed immediately to the next step. Failure at any step to appeal within the specified time limits shall be considered acceptance by the aggrieved employee of the decision rendered, and such decision shall thereafter be binding upon the aggrieved employee and the Union.
- 6.4 No employee may file for arbitration as an individual, but only the Union may file an appeal to arbitration hereunder.
- 6.5 As used in this Article, the term “employee” shall mean either (1) an individual employee or (2) a group of employees having a grievance on the same issue, in which event the group grievance shall be considered to be one grievance under Section 2 of this Article.
- 6.6 Meetings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity to attend for all persons proper to be present.
- 6.7 The mediation services of the State Board of Mediation and Arbitration may be used prior to or after filing a grievance for arbitration provided both parties mutually agree on the desirability of this service.

ARTICLE 7 - MANPOWER

- 7.1 a. In order to protect the health and safety of the employees in the bargaining unit, one (1) Battalion Chief and one (1) Fire Fighter shall be the minimum manpower assigned to Headquarters Fire Station on each shift, and one (1) Fire Fighter shall be the minimum manpower assigned to Eastern Point Fire Station on each shift. One (1) additional Fire Fighter shall be assigned to Eastern Point Fire Station on each shift.

The Union and the Chief agree to meet within six (6) months after the ratification of the 2025-2029 Agreement to develop a policy that will ensure that no bargaining unit member shall enter an emergency situation alone

b. In the absence of the Battalion Chief for vacation, sick leave, Kelly time, funeral leave, vacancy, or other leave allowed by contract, an acting Battalion Chief in accordance with Article 24 section 4 of this CBA shall assume the Battalion Chief's duties and receive the Battalion Chief's rate of pay.

7.2 The minimum manpower strength on duty at all times in each fire station on each platoon shall be the same as the minimum manpower assigned in accordance with Section 7.1 of this Article. No temporary assignment shall be permitted which would require any regular employee to transfer from one platoon to another. For the purpose of this Section, a temporary assignment shall mean one of duration of less than fourteen (14) consecutive days.

7.3 In the event that a platoon has less than the minimum manpower strength required under Section 7.2 of this Article, such shortage will be filled in the following order:

a. By offering bargaining unit employees from other platoons, in the order that their names appear on the rotating overtime roster, the opportunity to work overtime.

b. In the event no employees volunteer for such overtime work, by assigning employees from the other platoons in the order that their names appear on the rotating overtime roster to work such overtime.

ARTICLE 8 - HOLIDAYS

8.1 In each fiscal year, each employee shall be granted the following holidays in the form of compensatory time off as provided hereafter:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
Washington's Birthday	Veteran's Day
Lincoln's Birthday	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	One (1) Floating Holiday
Employee's Birthday	Juneteenth

8.2 Notwithstanding any other provision of this Agreement, each employee shall be paid in each fiscal year for fourteen (14) holidays as specified in Section 8.1 of this Article, in lieu of receiving compensatory time off, at the rate of ten (10) hours per holiday for a total of one hundred forty (140) hours of holiday pay. Said payment shall be made in two (2) equal installments, the first on or about December 1st and the second on or about June 1st of each such fiscal year.

8.3 In each fiscal year, each employee shall be granted four (4) working periods of twelve (12) consecutive hours off duty with full pay as a personal leave day. This leave will be

taken at the discretion of the employee, provided he gives a minimum of twelve (12) hours' notice of his intention to do so. Requests for personal leave made less than twelve (12) hours in advance may be granted at the sole discretion of the Fire Chief or his designee. Failure to grant such a request shall not be a grievable matter by the employee or the Union.

- 8.4 Each employee who actually works on Thanksgiving Day or Christmas Day shall be paid at two (2) times his/her regular hourly rate.
- 8.5 Holiday pay as provided for in Section 2 herein shall be included for Pension purposes in the computation of Final Average Salary.

ARTICLE 9 - WORK WEEK

- 9.1 The workweek of all employees who perform firefighting duties shall be an average of not more than forty-eight (48) hours a week computed over a period of one (1) year.
- 9.2 The workweek provided for in this section for all employees shall be based on work schedules consisting of twenty-four (24) hours on duty, followed by forty-eight (48) hours off duty, followed by twenty-four (24) hours on duty, followed by forty-eight (48) hours off duty and so on over a twenty-one (21) day work period. At the end of the twenty-one (21) day work period, a new period shall begin. The workday will be 8:00 a.m. to 8:00 a.m.
- 9.3
 - a. To accomplish the reduction of hours in the work week from an average of fifty-six (56) hours to an average of forty-eight (48) hours, each employee who performs firefighting duties will be entitled to seventeen and one-third (17 $\frac{1}{3}$) full days off to be known as Kelly leave days. Such Kelly days will be taken in the discretion of the employee provided, however, that not more than two (2) bargaining unit employees on each platoon shall be off duty at the same time on such leave, or on a vacation day. In the event three (3) or more employees select the same time off for the leave provided for in this Section, or for a vacation day, the most senior of the employees will be given preference.
 - b. Further, such leave may be taken in either twelve (12) hour increments, twenty-four (24) hour increments, or one (1) eight (8) hour increment. At least twenty-four (24) hours' notice must be given when taking such leave. Employees shall not be permitted to take more than ten (10) consecutive Kelly Days off at a time. The twenty-four (24) hours' notice shall be waived if, at the time of the request, no other employee is on *any* leave.
- 9.4 Notwithstanding any other provision of this Agreement, (except for Article 11 Section 2 (b)) not more than two (2) bargaining unit employees on each platoon shall be allowed off duty at the same time on either, vacation, or Kelly leave days. In the event three (3) or more employees select the same time off, the most senior of the employees will be given preference. With respect to the aforementioned right to have two (2) bargaining unit employees off duty, this right shall be limited as follows:

- 1) In the event military leave for one employee is scheduled in advance of vacation or Kelly leave days then only one (1) bargaining unit employee on each platoon shall be allowed off duty under this section; and/or
- 2) In the event training of more than five hours for one employee is scheduled in advance of vacation or Kelly leave days then only one (1) bargaining unit employee on each platoon shall be allowed off duty under this section.
- 3) Effective upon signing, the number of times an employee can be the second person off (for Kelly and/or vacation days only), shall be limited to six (6) full days and one (1) eight hour block.

Under no circumstances shall the provision contained above limit the Union's right to have one (1) bargaining unit member off duty on each platoon. The City at its sole discretion may permit additional employees to take the aforesaid leave at the same time; however, the failure of the City to grant such a leave request shall not be a grievable matter by the employee or the Union.

- 9.5 Notwithstanding any other provision of the Agreement, newly hired Fire Department personnel shall be assigned to a forty-five (45) hour per week work schedule until such time as they are permanently assigned on a shift. The aforementioned personnel shall be assigned to shifts, as outlined in Article 9 Section 2, within ninety (90) days of beginning the forty-five (45) hour per week schedule.

ARTICLE 10 - OVERTIME

- 10.1 Whenever any employee works in excess of his/her regularly assigned work week or work schedule, as provided for in Article 9, including assignment to work for a private person or organization for special duty, in addition to any other benefits to which he/she may be entitled, he/she shall be paid for such overtime work at one and one half (1½) times the hourly rate which he/she receives for his/her regularly assigned duty, multiplied by the number of hours of overtime work, except that if any employee is called back to duty to work overtime, he/she shall be paid at one and one half (1½) times his/her regular hourly rate, multiplied by four (4) hours, or the actual number of hours of his/her overtime work on such occasion, whichever is greater.
- 10.2 Whenever overtime work is required, it shall be rotated among the bargaining unit employees. No employees shall be required to have his/her name on the rotating list (roster). Any employee wanting his/her name removed from the rotating overtime roster must notify in writing, the Chief of the Department (or his designee) thirty (30) days prior to the requested date of removal. Any employee desiring to have his/her name reinstated on the rotating overtime list shall notify in writing, to the Chief of the Department (or his designee) thirty (30) days prior to the requested date of reinstatement. On such date, the employee's name shall be placed at the bottom of the rotating overtime roster. If an employee works eight (8) hours or more overtime, his/her name shall then be placed at the bottom of the rotating overtime roster. The Chief shall assign employees from other platoons in the order that their names appear on the rotating overtime roster, whenever an employee is unavailable for overtime as described in this Section.

- 10.3 In the event of an inadvertent violation of this Article, the City shall offer the aggrieved employee the next available overtime opportunity, as the sole remedy.
- 10.4 Employees working on Extra Duty assignments, contracted for an outside agency, shall be paid in accordance with the following minimum and hourly rates. All assignments shall be paid at a minimum rate of four (4) hours and the rate shall be Sixty-Five Dollars and twenty-one cents (\$65.21) per hour and increase at the same percentage as the increases set out in Article 20 of this Agreement effective July 1, 2022. Extra Duty assignments shall be paid at one and one-half (1 ½) times the Extra Duty rate on Saturday assignments, and two times (2) on Sunday and holidays.

ARTICLE 11 - VACATIONS

- 11.1 In each fiscal year, each employee who has or will have completed one (1) year of service, but less than eight (8) years of service with the City on March 31, of each fiscal year, shall receive in such year a vacation leave with pay of five (5) working days; each employee who has, or will have completed eight (8) but less than fifteen (15) years of service with the City on March 31 of such fiscal year, shall receive in such fiscal year seven (7) working days; and each employee who has, or will have completed fifteen (15) or more years of service with the City on March 31 of such fiscal year, shall receive in such year a vacation leave with pay of ten (10) working days. Vacation time shall not accrue during an unpaid leave of absence.
- 11.2 a. Each employee may split his/her vacation in any manner that he/she wishes, and he/she may select and take his/her vacation at any time during the fiscal year, provided no more than two (2) bargaining unit employees on each platoon may be off duty on vacation leave at the same time. Effective upon signing, the number of times an employee can be the second person off (for Kelly and/or vacation days only), shall be limited to five and one-half (5.5) days. Effective July 1, 2013, the limitation shall be six (6) days. In the event of a conflict concerning choice of vacation leave at the same time, preference shall be given on the basis of Department seniority, provided that no employee may select more than five (5) consecutive working days of vacation leave.
- b. No employee may exercise his/her seniority rights under this Section if he/she fails to select his/her vacation leave in any fiscal year prior to May 15 of the preceding fiscal year, and all conflicts concerning a choice of vacation leave which have been selected on or after May 15 in any fiscal year shall be resolved in favor of the employee who has first submitted his/her choice. For vacation leave which is not selected prior to May 15, an employee must give at least twenty-four (24) hours advance notice of a request for vacation. The twenty-four (24) hours' notice shall be waived if, at the time of the request, no other employee is on *any* leave.
- c. Notwithstanding any other provision in this Agreement or any past practice, all vacation leave must be taken in whole workdays.
- 11.3 Each employee who resigns in good standing or retires shall be granted one (1) day of pay in lieu of each day of vacation leave for which he/she is eligible on the effective date

of such action. To resign in good standing, an employee shall give the Chief of the Department notice of such resignation at least fifteen (15) calendar days in advance of its effective date. Each day of such pay shall be computed at such employee's regular hourly rate, multiplied by twenty-four (24) hours.

- 11.4 In the event that an employee shall die, his/her widow and/or his/her surviving children, or his/her estate, shall receive one (1) day of pay at his/her regular daily rate of pay for each day of vacation leave, if any, to which he/she was entitled at the time of his/her death.

ARTICLE 12 - SICK LEAVE

- 12.1 Each employee shall earn sick leave with pay at the rate of one and one quarter (1¼) days of sick leave for each full month of employment with the City, up to a maximum accumulation of one hundred twenty-five (125) days of sick leave with pay. On or about the first day of October, the Employer will furnish each employee a written record of the total accumulation of sick leave such employee has as of October 1st of each fiscal year. Paid sick leave shall not accrue during an unpaid leave of absence.
- 12.2 A day of sick leave shall constitute eight (8) hours. However, an employee working the regular shift who is absent for reasons of illness shall only be required to use a maximum of two (2) days for each twenty-four (24) hour shift. Regular shift employees who are absent for less than sixteen (16) hours shall only be charged for the fractional sick days that correspond to the actual hours lost from work due to illness.
- 12.3 Sick leave may be used for personal illness, non-job connected injury, or contraction of a serious, contagious disease due to the exposure thereto. When the serious illness of a member of the employee's immediate family residing in his/her household requires his/her personal attendance, the employee may use no more than two days [twenty-four (24) hours] of his/her sick leave during each such serious illness.
- 12.4 Upon retirement, an employee shall receive compensation for sixty-six and two-thirds percent (66 2/3%) of that portion of his/her unused accumulated sick leave beyond the first fifty (50) days up to a maximum accumulation of one hundred and twenty-five (125) days, i.e. a maximum of fifty (50) days compensation.
- 12.5 a. A medical certificate signed by a duly licensed physician may be requested:
1. For any period of absences consisting of more than five (5) consecutive working days.
 2. When it is reasonably presumed that a member of the immediate family is suffering from a serious contagious disease, which may endanger the health of other employees of the Department.
- b. For a prolonged illness or injury exceeding ten (10) working days, a medical certificate from a licensed physician acceptable to the City may be required from the employee for every two (2) week period the employee is absent from work. In addition,

the employee shall be required to provide the City with a medical certificate indicating that the employee is able to return to work.

c. A medical certificate signed by a duly licensed physician may be required for the fourth separate sick leave occurrence and for each subsequent sick leave occurrence during each fiscal year. For purposes of this Section, the term "occurrence" shall mean one (1) or more, full contiguous days. Failure to provide the same, if required by the City, shall result in the employee not being paid for the sick leave occurrence. Notwithstanding the foregoing, before requiring an employee to provide a medical certificate under this Section of the Article, the Fire Chief, or his/her designee, will meet with the employee and counsel the employee relative to the use of sick leave. Further, the Fire Chief, or his/her designee, will advise an employee of the need to provide a medical certificate for each subsequent sick leave occurrence for the remainder of said fiscal year.

- 12.6 On or about the following June 30th of each calendar year, all employees who have more than one hundred and twenty-five (125) days of accumulated sick leave shall be compensated at one half ($\frac{1}{2}$) their respective base hourly rate for an eight (8) hour day, up to a maximum of one half ($\frac{1}{2}$) the base hourly rate for three (3), eight (8) hour days, for those days of sick leave in excess of one hundred and twenty-five (125) days.

ARTICLE 13 - INJURY LEAVE

- 13.1 In the event of an injury to an employee in the performance of his/her duties compensable under the Workers' Compensation Law, he/she shall be entitled to Injury Leave from the date of injury until such time as the Workers' Compensation benefits cease or he/she reaches the point of maximum recovery or returns to work, whichever comes first. The City will make up the difference between the Workers' Compensation benefits and the employee's regular pay during the period of his/her entitlement to injury leave as described heretofore for a maximum of eighteen (18) months. If an employee reaches the point of maximum recovery and is unable to be returned to duty, he/she shall be retired and paid a disability pension in accordance with the Retirement System covering employees of the Fire Department at such time without reduction in whatever benefits he/she may be entitled to under the Workers' Compensation Act.
- 13.2 No provision of this Agreement shall be construed to limit the ability of the City to provide transitional or light work duty to employees capable of performing such tasks. A list of examples of transitional or light duty tasks is set forth in Appendix E. The decision on whether or not transition or light duty work falls within an individual's stated restrictions and capabilities is to be determined by the City. Light duty work will be provided between the hours of 8 a.m. and 4 p.m. on the employee's regularly scheduled work days, absent agreement between the City and employee. Individuals performing light duty are not included in any minimum staffing requirements. Individuals performing light duty shall use Kelly days before vacation or personal time in increments consistent with their light duty schedule.

ARTICLE 14 - SPECIAL LEAVE

- 14.1 Each employee shall be granted special leave with pay for any day or days on which he/she is able to secure another employee to work in his/her place provided:
- a. Such substitution does not impose any additional cost to the City.
 - b. The Chief is notified at least one (1) day in advance whenever reasonably possible.
- 14.2 An employee who is required to report for jury duty, shall be paid the difference between the amount he/she receives, excluding any travel pay for such jury duty, and the amount which he/she would have earned at his/her normal rate of pay for the time the employee was on jury duty. This payment will only be made when the jury duty is scheduled during all or part of the employee's scheduled work shift.
- a. In order to be eligible for jury duty pay, the jury duty must fall within the employees regular scheduled work shift, the employee must notify the Fire Chief, or his/her designee, at least 24 hours before the start of such jury duty, and the employee must furnish to the City, a statement or record from the appropriate public official, showing the date and time served, and the amount of compensation received.

ARTICLE 15 - FUNERAL LEAVE

- 15.1 In the event of a death in the immediate family, leave with pay commencing the day of death or the first work day after said death, not to exceed two (2) consecutive work days, shall be granted. An employee may request alternate funeral leave. The same may be granted at the sole discretion of the Fire Chief or his/her designee. The failure to grant such alternate funeral leave shall not be a grievable matter by the employee or the Union. The immediate family shall include mother, father, step father, step mother, wife, child, brother, sister, mother-in-law, father-in-law, daughter-in-law, son-in-law, grandchild or grandparent and any other relative who is an actual member of the household of the employee. Pay for those days of absence shall be computed by multiplying such employee's hourly rate by twenty-four (24) hours.
- 15.2 If an employee is scheduled to work on the day of the funeral of his/her brother-in-law, sister-in-law, uncle, aunt, nephew or niece, said employee will be granted that day off with pay provided the employee attends the funeral. Pay for such absence for which the employee is entitled shall be computed by multiplying such employee's hourly rate by twenty-four (24) hours.
- 15.3 Any situation relating to funeral leave not covered by this Article shall be at the discretion of the Chief.

ARTICLE 16 - UNIFORM ALLOWANCE

- 16.1 Effective July 1, 2025, each Fire Fighter shall receive a uniform allowance of eight hundred and fifty dollars (\$850.00), and each Battalion Chief shall receive a uniform

allowance of eight hundred seventy-five dollars (\$875.00). Payments due under the provisions of this Section will be made during the month of October.

- 16.2 Each new employee who is appointed to the Fire Department on or after the effective date of this Agreement shall receive a uniform allowance of eight hundred and fifty dollars (\$850.00) at the time of his/her appointment. No such employee will be eligible for benefits provided for in Section 1 of the Article during the fiscal year in which benefits of this Section of this Article are paid.
- 16.3 The City shall furnish each employee with protective clothing of good quality and condition. Such clothing shall consist of helmet, three-quarter length boots, turn-out coat, night hitch, protective hood, and gloves, and such equipment will be the property of the City. The City will provide three (3) separate checks for clothing allowance, holiday pay and EMT.

ARTICLE 17 - INSURANCE

- 17.1 The City shall provide for each employee and enrolled dependent, the following insurance, or comparable health insurance, to the extent and under the terms and provisions of the programs provided:
- a. The City of Groton Medical Plan as described in Appendix B. Effective as soon as practicable after ratification, the HDHP/HSA will be the sole medical plan.
 - 1. An HRA shall be made available for any employee enrolling in the HDHP who is precluded from participating in the HSA bank account because the individual is ineligible to have a health savings account funded due to military service or other legal or IRS regulations exclusion. The annual maximum reimbursement by the City shall not exceed the City's annual deductible contribution for those in the HSA. Unused HRA funds may rollover to subsequent plan years. Premium contributions for the participants in the HRA shall be the same as the HSA.
 - b. Life Insurance. On July 1st of each year, employees shall receive life insurance in the amount of their annual base salary rounded up or down to the nearest one thousand dollars (\$1,000.00) at no cost to the employee.
 - c. Dental Plan. The City shall provide and pay eighty percent (80%) of the premium cost of the City of Groton Dental Plan and Rider A, or comparable insurance, for employee and dependents.
 - d. Section 125 Plan. The City, in accordance with the applicable provisions of Section 125 of the Internal Revenue Code (hereinafter "Code"), as the same may be amended from time to time, and so long as legally permissible, shall allow members of the bargaining unit the opportunity to elect to participate in the City's Premium Conversion Plan (hereinafter "Plan") whereby eligible employees are permitted the option to pay for medical insurance coverage as required by this Agreement with a portion of their salary prior to federal income or social security taxes being withheld. Subject to the provisions of the Code and the Plan, the City shall deduct the employee's share of said medical

insurance coverage by a reduction in the base salary of the employee. The reduction in base salary shall be in addition to any reductions under other agreements or benefit programs maintained by the City or required by law.

e. Flexible Spending Account. The City provides members the opportunity to participate in a Flexible Spending Account (“FSA”) consistent with state and/or federal regulations.

- 17.2 HDHP Plan: Effective July 1, 2025, the City will be authorized to deduct from an employee’s pay thirteen percent (13%) of the cost of medical and prescription insurance coverage. The City shall contribute 50% of the deductible to the employee’s HSA, payable in July.

Effective July 1, 2026, the City will be authorized to deduct from an employee’s pay thirteen and one-half percent (13.5%) of the cost of medical and prescription insurance coverage.

Effective July 1, 2027, the City will be authorized to deduct from an employee’s pay fourteen and one-half percent (14.5%) of the cost of medical and prescription insurance coverage.

Effective July 1, 2028, the City will be authorized to deduct from an employee’s pay fifteen percent (15.0%) of the cost of medical and prescription insurance coverage.

- 17.3 Notwithstanding any other provision of this Agreement, the cost containment measures outlined in the attached City of Groton Medical Plan shall become binding upon each employee. (See Appendix B, attached hereto and made a part hereof.)

- 17.4 Waiver of Coverage. Notwithstanding the above, employees may voluntarily elect to waive, in writing, all medical insurance outlined above and in lieu thereof, shall receive an annual payment which represents fifty percent (50%) of the cost of the existing medical insurance for single person coverage only.

Should the City offer more than one medical plan option, cost of the single person coverage shall be that of the least costly plan; for purposes of any HDHP/HSA, the cost for purposes of this section shall not include any deductible, and shall only include the 100% fully insured or allocated rate. Payment to those employees waiving such coverage shall be made in equal payments during the months of January and June.

Where a change in an employee's status prompts the employee to resume City provided insurance coverage, the written waiver may, upon written notice to the City, be revoked. Upon receipt of revocation of the waiver, insurance coverage shall be reinstated as soon as possible; subject, however, to any regulations or restrictions, including waiting periods, which may then be prescribed by the appropriate insurance carriers. Depending upon the effective date of such reinstated coverage, appropriate financial adjustments shall be made between the employee and the City to ensure that the employee has been compensated, but not overcompensated, for any waiver elected in this section.

Notice of intention to waive insurance coverage must be sent to the Finance Director not

later than March 1st, to be effective on July 1st of each contract year. The election to waive coverage shall only be approved after the employee has provided the City with proof of alternative insurance coverage.

Waiver of coverage procedures outlined herein must be acceptable to the applicable insurance carrier.

17.5 a. Retiree Insurance. Any employee who was a member of the bargaining unit as of July 1, 2015 will be provided with the following medical retiree benefit options:

- (1) An employee who retires under the normal retirement provisions of the Pension Plan on or after age fifty (50) and before age sixty (60), may purchase the insurance coverage that is available to bargaining unit employees at that time, for himself/herself, his/her spouse, and dependents at the then current group rates paid by the City. Spousal and dependent coverage under this provision shall be limited to the employee's spouse and dependents on the date of his/her retirement. Should the retired employee or his/her spouse be employed elsewhere after the employee's retirement and have comparable benefits available at no greater cost than the City's group rates for the insurance, the benefits provided under this section shall be suspended, but shall be reinstated if the employee and/or spouse subsequently terminates.
 - (a) The spouse and dependents of deceased employees or disabled employees until the start of Medicare eligibility may also purchase the insurance coverage as described and under the conditions outlined in Section 17.5(1) above, except that the age fifty (50), minimum shall be waived.
- (2) The City shall pay eighty-five percent (85%) and the retiree and spouse shall pay fifteen percent (15%) of the cost of the premium cost for individual and spouse coverage only under the same medical plan offered to full-time bargaining unit employees for a retiree between the ages of fifty-eight (58) and the start of Medicare. Spousal coverage under this provision shall be limited to the employee's spouse on the date of his/her retirement; no other dependents are eligible for such insurance. Spousal coverage will cease if the spouse turns age sixty five (65) before the employee turns age sixty five (65) for employees hired after July 1, 2021. Effective July 1, 2025, a minimum of six (6) months notice must be given to the City from the bargaining unit member with the date of retirement to qualify for the aforementioned retiree insurance.

Said amount shall be deducted on a weekly/monthly basis from the retirees' pension payments, if duly authorized, or retirees will be required to pay said amount, in advance, to the City. As regards the latter, failure to make the required payments to the City will relieve the City of any further obligation to provide insurance coverage under this Section of this Article.

Retirees who retire after the ratification date at age 58 will receive the same deductible funding to an HSA as active employees receive.

- (3) At age sixty-five (65), retired employees pursuant to (1) and/or (2) who have been enrolled in the City's retiree insurance immediately preceding age sixty-five (65) and/or their widowed spouse, may purchase Medicare supplements or similar insurance available to City employees. The retired employee and/or spouse shall pay the full cost of this insurance on a monthly basis through a deduction from the pension check at the then current City rates.
 - (4) Should a retiree enroll in a HDHP/HSA (or an employee otherwise separate from employment), the City shall have no obligation to fund any portion of the deductible, except retirees who retire after the ratification date at age 58 will receive the same deductible funding to an HSA as active employees receive.
- b. An employee hired after July 1, 2015 who retires under the normal retirement provisions of the Pension Plan shall only be eligible for retiree medical and prescription coverage at age fifty-eight (58). Such coverage shall be pursuant to 17.5 a (2)-(4). However, should the retired employee or his/her spouse be employed elsewhere at the time of eligibility for coverage and have comparable benefits available at no greater cost than the City's group rates for the insurance, the benefits provided under this section shall be suspended, but shall be reinstated if the employee and/or spouse subsequently terminates that employment.
- 17.6 Retiree Life Insurance. The City shall pay one hundred percent (100%) of the premium cost for life insurance in the amount of fifteen thousand dollars (\$15,000.00) for each retired employee.
- 17.7 Safety Prescription Glasses. The City of Groton will pay a maximum of two hundred and fifty dollars (\$250.00) towards the cost of one (1) pair of prescription safety glasses, no more than once every two years.

ARTICLE 18 - SENIORITY

- 18.1 The seniority rights of all members of the Department shall be based upon length of service in the Department and shall be determined from the day such member or members were officially appointed to the Department.
- 18.2 No newly appointed employee shall attain seniority under this Agreement until he/she has been continuously employed in the Department for a period of twelve (12) months. During such period, the employee shall be on probation and may be discharged for any reason that the City, in its absolute and unfettered discretion, deems to be in the best interests of the Department. Upon completion of the probation period, the employee's seniority shall date back to the time of his/her original appointment to the Department.
- 18.3 Rank 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 and Section, classification shall mean and include the following: Fire Fighter, Battalion Chief. An employee's length of service shall not be reduced by time lost due to sick leave or because of an injury sustained in the line of duty for which he/she is entitled to compensation under the Workers' Compensation Act.

ARTICLE 19 - SAVINGS CLAUSE

- 19.1 There are no provisions in this Agreement that shall deem to limit or curtail the Employer in any way in the exercise of rights, powers and authority which the Employer had prior to the effective date of this contract unless, and only to the extent that provisions of this Agreement specifically curtail or limit such rights, powers and authority. The Union recognizes that the Employer's rights, powers and authority include, but are not limited to, the right to manage its operation, direct, select, decrease and increase the work force, including hiring, promotion, demotion, transfer, suspension, discharge or layoff; the right to make all plans and decisions on all matters involving its operations, the extent to which the facilities of any Department thereof shall be operated, additions thereto, replacements, curtailments or transfers thereof, removal of equipment, outside purchases of products or services, the scheduling of operations, means and processes of operations, the materials to be used, and the right to introduce new and improved methods and facilities and to change existing methods and facilities; to maintain discipline and efficiency of employees; to prescribe rules to that effect; to establish and change production standards and quality standards, determine the qualifications of employees; regulate quality and quantity of production and to run the Department efficiently.

ARTICLE 20 - WAGES

- 20.1 Effective and retroactive to July 1, 2025, the wages and salary rates in effect June 30, 2025 shall be increased by \$3.50 per hour for all employees.
- 20.2 Effective July 1, 2026, the wages and salary rates in effect June 30, 2026 shall be increased by three percent (3.0%).
- 20.3 Effective July 1, 2027, the wages and salary rates in effect June 30, 2027 shall be increased by three and one-quarter percent (3.25%).
- 20.4 Effective July 1, 2028, the wages and salary rates in effect June 30, 2028 shall be increased by three and one-quarter percent (3.25%).
- 20.5 The rate of pay for each employee shall be in accordance with Appendix A hereto attached. GWI is for employees on the active payroll as of the date this Agreement is ratified.
- 20.6 Bi-weekly Pay. Upon the agreement of all other bargaining units to institute bi-weekly pay, the City shall have the right, with at least one hundred twenty (120) days' notice, to implement bi-weekly pay. Prior to implementation, the City will meet with the Union to discuss the process for implementation. The City will provide three separate checks from the bi-weekly payroll for clothing allowance, holiday pay in December, and EMT/Holiday pay in June.

20.7 Battalion Chief/Deputy Fire Marshal

As part of their position, Battalion Chiefs shall also perform Deputy Fire Marshal duties.

a. Duties. On duty Deputy Fire Marshal duties shall include, for example, the following: general research and support for the Chief and/or Deputy Chief, plan review and assigned inspections (liquor permits, nurseries, etc.). Such duties shall be limited to an average of four (4) hours per week during normal work hours.

Separate and apart from those duties, Battalion Chiefs/Deputy Fire Marshals may also be assigned special duty assignments by the Chief and/or his/her designee. Special duty assignments shall be limited to eight (8) hours per month per Battalion Chief/Deputy Fire Marshal while on duty, and eight (8) hours per month per Battalion Chief/Deputy Fire Marshal while off duty and earning a premium rate of pay. When Special Duty assignments take place on duty, the Battalion Chief position shall be covered by other bargaining unit personnel. Such personnel shall earn an appropriate rate of pay. Such duties may consist of less than these maximum hours, but in no event shall these duties exceed these maximum hours. Special duty assignments shall be made without consideration of the rotating list set forth in Section 10.2.

As a part of their regular duties, and in the event that the Chief and Deputy Chief are both unavailable for a period of one week or more, Battalion Chief/Deputy Fire Marshals shall serve in the capacity of Acting Chief and shall be responsible for payroll, scheduling hours and day to day operations. When serving in the capacity of the Acting Chief, the schedule of the Battalion Chief/Deputy Fire Marshal shall be the same forty (40) hours, Monday-Friday, as that of the Chief, and the City shall otherwise fill the regular shift of the Battalion Chief/Deputy Fire Marshal as needed. The Acting Chief shall receive a total of forty eight (48) hours pay at the Deputy Chief's hourly rate per week, consisting of forty (40) regular hours Monday-Friday, plus eight (8) regular hours of after-hours coverage or on-call. Should an Acting Chief actually work more than forty-eight (48) hours in a week (the calculation of forty-eight (48) hours actually worked does not include the eight (8) hours of after-hours coverage or on-call), then he/she shall receive compensation at time and one half (1.5x) the Deputy Chief's rate. Battalion Chief/Deputy Fire Marshals shall not be subject to the overtime list while serving in the capacity as Acting Chief. In addition to these duties, the Chief and/or Deputy Chief may designate other duties for which the Battalion Chief/Deputy Fire Marshals shall be responsible, which shall be provided to the Battalion Chief/Deputy Fire Marshals prior to the Chief's and Deputy Chief's unavailability. The duties set forth in this paragraph shall rotate among the three Battalion Chief/Deputy Fire Marshals. No compensation in addition to that outlined above will be paid for serving as Acting Chief; compensation for such service is included in the regular compensation for Battalion Chief/Deputy Fire Marshal.

b. Training.

1. Individuals serving as Battalion Chief/Deputy Fire Marshals must complete the proper training programs as approved by the Chief and/or his/her designee and the Authority Having Jurisdiction. The City will pay the costs of the training and compensate employees for attendance.

2. Additionally, Battalion Chiefs/Deputy Fire Marshals shall participate in necessary training on and/or off duty, up to forty (40) hours per year. The City will pay the costs of the training, as well as compensate employees for up to forty (40) hours.

c. This Section is neither intended to establish nor establishes Deputy Fire Marshal duties as solely and exclusively bargaining unit work. Battalion Chief/Deputy Fire Marshals perform fire marshal duties in conjunction with non-bargaining unit personnel.

20.8 Effective July 1, 2015, the City shall retain discretion to pay employees through direct deposit.

ARTICLE 21 - PENSION

21.1 Pensions for employees shall be in accordance with the terms of a pension plan (Appendix D) hereto attached. Further, it is understood and agreed by the parties that said plan is hereby incorporated and specifically made a part of this Agreement.

ARTICLE 22 - LONGEVITY

22.1 In addition to any other benefits or compensation to which he/she may be entitled, in each fiscal year, each employee who has completed five (5) years but less than ten (10) years of service with the City on October 1st of such fiscal year, shall receive a longevity increment of two hundred fifty dollars (\$250.00) payable on or about October 30th of such fiscal year; each employee who has completed ten (10) years but less than fifteen (15) years of service with the City on October 1st of such fiscal year, shall receive a longevity increment of four hundred dollars (\$400.00) payable on or about October 30th of such fiscal year; each employee who has completed fifteen (15) years but less than twenty (20) years of service with the City on October 1st of such fiscal year, shall receive a longevity increment of five hundred fifty dollars (\$550.00) payable on or about October 30th of such fiscal year; and each employee who has completed twenty (20) or more years of service with the City on October 1st of such fiscal year, shall receive a longevity increment of six hundred fifty dollars (\$650.00) payable on or about October 30th of such fiscal year. Such longevity increment shall be paid to each employee who qualified for such benefit and who is on the payroll on the date such increment is to be paid in accordance with the provisions of this Article; or if such employee should retire during the fiscal year prior to such date, such increment shall be paid to him/her at the time of his/her retirement. If such an employee should die prior to such date, his/her longevity increment shall be paid to his/her widow, and if he/she is not survived by a widow, to his/her estate. In the event that such an employee terminates his/her employment or is terminated for any reason other than retirement or death, except discharge for just cause, his/her longevity increment shall be paid to him/her on a prorated basis, based on the amount of his/her service during the fiscal year in which and for which such longevity increment is being paid.

ARTICLE 23 - UNION BUSINESS LEAVE

- 23.1 Two (2) members of the Union Negotiating Committee shall be granted leave from duty with full pay for all meetings between the City and the Union for the purposes of negotiating the terms of a contract when such meeting takes place at a time during which such members are scheduled to be on duty. When the Union exercises its right to have two (2) members granted leave under this section then for usage purposes under section 2.3 of this Article one day shall be subtracted from the yearly allotment (initially 9 days).
- 23.2 Two (2) members of the Union Grievance Committee shall be granted leave from duty with full pay for all meetings between the City and the Union for the purpose of processing grievances when such meetings take place at a time during which such member is scheduled to be on duty. When the Union exercises its right to have two (2) members granted leave under this section then for usage purposes under section 2.3 of this Article one day shall be subtracted from the yearly allotment (initially 9 days).
- 23.3 No more than two (2) members of the Union, per day, may 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 bargaining unit, under this Section, shall not exceed nine (9) working days in any fiscal year. All such leaves shall be requested at least one (1) week in advance of the leave whenever possible.

ARTICLE 24 - PROMOTION

- 24.1 In order to be considered for the position of Battalion Chief, an applicant must have at the time of test, and maintain thereafter, the following certifications: Fire Fighter I, Fire Fighter II, Fire Officer I, and Fire Instructor I. The applicant must also have accumulated thirteen (13) years in good standing in a career position in the GCFD.
- 24.2 Promotional Process. The promotional process shall contain a Written Exam and Oral Exam, in addition to the exams the candidate can obtain additional points for seniority and education to be added to the combination Written and Oral exam Grade. The candidate must pass both the written and oral exams with a minimum of 70% to move on and be eligible for additional points.
- a. Written Exam
- i. One hundred multiple choice question from a reading list to be mutually agreed upon by the Chief and Union President. The City of Groton will supply 1 copy of agreed upon reading materials.
 - ii. Worth fifty percent (50%) of overall score.
- b. Oral Exam
- i. Twenty question with a group of outside Chiefs or Fire Officers containing questions pertaining to Ethics, Management, Leadership, Conflict Resolution and Fire Tactics.

ii. Worth fifty percent (50%) of overall score.

24.3 Additional points added to overall score will be awarded in the following manner:

- a. Seniority. The most senior candidate to pass both the written and oral exams will receive 10 additional points to the combined score, the next senior shall receive 9 points and so forth.
- b. Education credits. Candidates may only receive points from one (1) of the education sources listed below in section i, ii, and iii. If applicable the candidate can combine earned credit in section iv to total score.

i. Bachelor from an accredited college 5 Points

ii. Associates from an accredited college 3 Points

iii. 30 college credits from an accredited college 2 Points

iv. An accumulation of at least 10 semester hours from list below will be worth: 1 Point:

Chemistry for Emergency Response: 3 Semester hours

Command and General Staff Function for Local Incident Management Teams: 3 Semester hours

Fire Officer II: 3 semester hours

Fire Officer III: 3 Semester hours

Fire Officer IV: 6 Semester hours

Fire Service Instructor II: 3 Semester hours

Fire Service Instructor III: 3 Semester hours

Health and Safety Officer: Fire Suppression: 1 Semester hour

Incident Safety Officer: 1 Semester hour

Public Fire and Life Safety Educator: 2 Semester hours

*this list is established by the Connecticut Fire Academy in conjunction with Charter Oak State College and may be amended from time to time.

- c. The Chief will pick from the top three (3) overall candidates and submit his selection to the Mayor for consideration; this list will be maintained for one (1) year and may be extended up to six (6) months at the Chief's discretion.

24.4 The position of Acting-Battalion Chief shall be subject to the following promotional procedures:

- a. The Acting-Battalion Chief examination shall be administered by the City every two (2) years to all qualified applicants who have been employed with the City of Groton fire department for a minimum of sixty (60) months, and must possess at a minimum, the certification for Fire Fighter I, Fire Fighter II, Fire Officer I and Instructor I. Sixty (60) months shall be calculated from the date of hire and shall include probation.

- b. The Chief of the department and the union shall create a mutually agreed upon competitive examination process that shall be instituted within six (6) months after the ratification of this agreement.
- c. This new position of Acting-Battalion Chief will not cost the City any additional money, i.e. create extra overtime shifts.

ARTICLE 25 - NO STRIKE-NO LOCKOUT

- 25.1 The City agrees that there will be no lockout of any employee or employees during the term of this Agreement. The Union and the individual employees covered hereunder expressly agree that there will be no strike, slowdown or work stoppage during the term of this Agreement.

ARTICLE 26 - PROPERTY REPLACEMENT

- 26.1 Clothing, watches, eyeglasses, dentures and turnout gear (helmet, coat, boots, night hitch, gloves) damaged or destroyed in the line of duty will be repaired or replaced by the City provided such loss is reported to the Chief or his/her designee, who may be the Deputy Chief or Battalion Chief within twenty-four hours and provided that the reported loss is approved by the Chief.

ARTICLE 27 - EDUCATIONAL PROGRAM

- 27.1 The City will pay all expenses up to Three Five Hundred Thousand Dollars (\$3,500.00) per semester (maximum of two semesters per fiscal year) for tuition, books and any other costs for equipment needed to complete college courses in fire technology, administration, engineering and science, to all employees who successfully receive a grade of C or better, subject to the prior approval of the Chief. In courses where the grade is a "Pass/Fail," the employee must receive a "Pass" grade upon completion of the course and provide proof satisfactory to the City of same.

One (1) year of additional service with the City is required at the end of completion of each semester; otherwise, the aforesaid tuition must be repaid to the City by the employee. The City reserves the right to deduct the same from any payments, including, but not limited to, salary, vacation, and sick leave, owed to the employee at the time of termination of service with the City, irrespective of the reason, except in the case of disability retirement, the additional one (1) year of service requirement is waived.

ARTICLE 28 - PHYSICAL EXAMINATIONS

- 28.1 Physical Examination.
 - a. Each member of the Department shall obtain an annual physical examination to be performed by a licensed physician of the member's choice. Payment for such examination shall be made under the provisions of the current employee medical insurance plan, or through direct payment by the City of Groton if such insurance has

been exhausted. If the physician orders special testing or referral to a specialist, the City shall pay for said testing upon certification from the physician that the additional work was necessary to properly complete the examination.

b. Said examination shall be taken annually between October 1st and December 31st. A physician's written statement ("statement") verifying only that such examination has been completed shall be presented to the City no later than December 31st. After said date, a written warning will be given to the employee. If the statement is not received within fifteen (15) calendar days of the employee being issued a written warning, the employee may be suspended without pay. If the statement has not been received by the City within thirty (30) calendar days of the employee being suspended, the employee may be terminated. Members shall not be required by the City of Groton or any agent of the City to disclose in any manner, the result of such examination, including, but not limited to, diagnosis, prognosis or treatment including any medication(s) prescribed by such physician.

c. The City or its agent(s) shall not be allowed to use the results of any such physical examination in any manner for such purposes as termination, layoff or discharge of any member. The sole purpose of the physical examination is to ensure the best interest of the employee is served and that the employee, on a regular basis, has a means by which any medical problems may be detected and necessary treatment be thus obtained.

28.2 OSHA Certification.

a. Prior to attending his/her annual physical, each employee must complete Appendix C to Section 1910.134: OSHA Respirator Medical Evaluation Questionnaire, as modified or amended from time to time, and provide the completed Questionnaire to the physician who will be conducting his/her physical. When an employee submits proof of his/her annual physical, he/she shall also submit written proof to the City that he/she (1) provided the completed Questionnaire to the physician; and (2) is respirator certified per OSHA Section 1910.134 et seq. The City will provide each employee with a form to complete and submit as such written proof. A copy of the Questionnaire, current as of August 2014, is attached as Appendix F.

b. The City will pay for any additional costs for the above mentioned respiratory clearance examination not covered by the employee's medical insurance plan. This test will be administered by a qualified licensed medical practitioner, chosen by the employee, who will certify that the employee is physically capable of performing tasks requiring the use of self-contained breathing apparatus (S.C.B.A.) in compliance with OSHA Section 1910.134 et seq.

c. If an employee fails a respiratory clearance examination (hereinafter "examination") or is not respiratory certified per OSHA Section 1910.134 et seq. (hereinafter "OSHA certified"), he/she will not be allowed to work until he/she passes the examination or becomes OSHA certified. During such period, he/she will be permitted to take any earned time he/she may have on the books. Notwithstanding the aforesaid, the maximum time an employee will have to pass the examination or become OSHA certified, and return to work on full duty, shall be sixty (60) calendar days. Thereafter, the City may

terminate the employee. The City at its sole discretion may extend said period beyond sixty (60) calendar days. The failure of the City to grant such a request shall not be a grievable matter by the employee or the Union.

ARTICLE 29 - HEALTH, SAFETY ADVISORY COMMITTEE

- 29.1 There shall be a Health, Safety Advisory Committee consisting of three (3) members of the Bargaining Unit, the Fire Chief, a Deputy Fire Chief and the Chief's designated representative.
- 29.2 The purpose of the Committee is to review and discuss Fire Department procedures and equipment which affect the health and safety of the Bargaining Unit members.
- 29.3 Committee meetings shall be held every three (3) months or more often if deemed necessary by both parties.
- 29.4 The Committee will establish its own procedures to fulfill its purpose.

ARTICLE 30 - SUBSTANCE ABUSE POLICY

- 30.1 Purposes. The purposes of this policy are as follows:
 - a. To establish and maintain a safe, healthy, working environment for all members of the City of Groton's Fire Department (hereinafter "Department");
 - b. To ensure the reputation of the Department and its fire fighters (hereinafter "fire fighters" or "employee" or "member") as good, responsible citizens worthy of the public trust;
 - c. To reduce absenteeism, tardiness and indifferent job performance; and
 - d. To provide assistance toward rehabilitation for any member who seeks the Department's help in overcoming any addiction to, dependence on, or problem with alcohol or drugs.
- 30.2 Definitions
 - a. Alcohol or Alcoholic Beverages - means any beverage that has any alcoholic content;
 - b. Drug - means any substance (other than alcohol) capable of altering the mood, perception, pain level or judgment of the individual consuming it;
 - c. Prescribed Drug - means any substance prescribed for the individual consuming it by a licensed medical practitioner;
 - d. Illegal Drug - means any drug or controlled substance, the sale or consumption of which is illegal;

e. Supervisor - means the Officer or Acting Officer who is the employee's immediate superior in the chain of command;

f. Employee Assistance Program - means Employee Assistance Program (hereinafter "EAP") provided by the City of Groton or any agency/entity the City has contracted with to provide said Program.

30.3 Employee Assistance Program

a. Any member who feels that he/she has developed an addiction to, dependence upon or problem with alcohol or drugs, legal or illegal, is encouraged to seek assistance. Entrance into the EAP can occur by self-referral, recommendation, or referral by a Supervisor.

b. Requests for assistance through "recommendation" or "Supervisor referral" will be treated as confidential. "Self-referral" confidentiality will be maintained between the individual seeking help and employee assistance personnel.

c. Member progress will be monitored by the Fire Chief or his/her designee, except for self-referrals.

d. Rehabilitation itself is the responsibility of the employee. For employees enrolled in a formal treatment program, the Department will grant rehabilitation leave at full pay up to accumulated sick leave. Outpatient care will be charged to sick leave. Employees using up accumulated sick leave will be allowed to use vacation and other accumulated leave time. An employee may request an extension of sick leave for rehabilitation purposes, however, the failure of the City to grant said extension shall not be a grievable matter by the member or the Union.

e. To be eligible for continuation of employment on a rehabilitation pay basis, in accordance with Section 30.3d above, the employee must have been employed at least one (1) year; must maintain at least weekly contact with the Fire Chief or his/her designee; and must provide certification that he/she is continuously enrolled in a treatment program and actively participating in that program.

f. Upon successful completion of an approved treatment program, the employee will be returned to active status without reduction of pay, grade or seniority.

30.4 Alcoholic Beverages

a. No alcoholic beverages will be brought into or consumed upon Fire Department premises. The Fire Department will invoke appropriate disciplinary action for any violations.

b. Drinking or being under the influence of alcoholic beverages while on duty is cause for suspension or termination.

c. Any member whose off-duty use of alcohol results in an inability to perform all duties required of said member in a satisfactory manner will be offered an opportunity to participate in the EAP for rehabilitation in lieu of disciplinary action being taken. In the event the member refuses or fails rehabilitation, disciplinary action for the violation committed may be imposed.

30.5 Prescription Drugs

a. No prescription drug shall be brought upon Department premises by any person other than the person for whom the drug is prescribed by a licensed medical practitioner, and shall be used only in the manner, combination and quantity prescribed.

b. Any member whose use of prescription drugs results in an inability to perform all duties required of said member in a satisfactory manner will be offered an opportunity to participate in the EAP for rehabilitation in lieu of disciplinary action being taken. In the event the member refuses or fails rehabilitation, disciplinary action for the violation committed may be imposed.

30.6 Illegal Drugs

a. The use of an illegal drug or controlled substance or the possession of them by an employee while said member is on duty is cause for suspension or termination.

b. Any member whose use of illegal drugs, off duty, results in an inability to perform all duties required of said member in a satisfactory manner will be offered an opportunity to participate in the EAP for rehabilitation in lieu of disciplinary action being taken. In the event the member refuses or fails rehabilitation, disciplinary action for the violation committed may be imposed.

c. The sale, trade or delivery of illegal drugs or controlled substances by a member, on or off duty, to another person is cause for suspension or termination, and/or for referral to law enforcement authorities.

30.7 Procedures. The procedures of the City of Groton's Fire Department in regards to members using, possessing or under the influence of alcohol, drugs, or controlled substances while on duty are as follows:

a. Employees shall report to their places of assignment fit and able to perform their required duties and shall not by any improper act render themselves unfit for duty.

STEP 1: A Supervisor who has reasonable grounds to believe that an employee is under the influence of alcohol, drugs, or controlled substances shall immediately relieve said employee from duty in order to protect said employee, fellow members, and the public from harm.

STEP 2: The Supervisor shall immediately notify the Fire Chief or his/her designee.

STEP 3: The Supervisor and the Fire Chief or his/her designee, in the presence of a Union representative if possible, will interview the employee, and if the Supervisor and the Fire Chief or his/her designee both believe, based upon reasonable grounds, that the employee is under the influence of alcohol, drugs, or controlled substances, then said member will be taken to the Department's designated hospital or testing facility. Notwithstanding the aforesaid, in a case involving a Battalion Chief, the Fire Chief or a Deputy Fire Chief may ask another Fire Officer, whether or not such individual is said Battalion Chief's Supervisor, to participate in the aforesaid interview.

STEP 4: The decision to relieve the member from duty shall be documented as soon as possible. Both the Supervisor and Fire Chief or his/her designee should document reasons and observations, such as, but not limited to, glazed eyes, smell of alcohol, slurred speech, wobbly walk, change in attitude, aggressiveness, passed out, change in normal appearance, etc.

STEP 5: If the employee is willing to sign the appropriate release form, the hospital or testing facility will perform a drug and/or alcohol test.

1. It shall be made clear to the employee before he/she signs the release form that the results will be made available to the Fire Chief and/or his/her designee and may be used in disciplinary proceedings against the employee. In addition, said results will be made available to the employee.
2. If the tests are not given and the results not provided, due to the failure of the employee to fully comply and/or fully cooperate, the employee will be considered by the City to be in violation of the Collective Bargaining Agreement between the City and the Union and the Fire Department's Rules and Regulations.
3. The employee will be relieved from active duty and removed from the payroll.

STEP 6: When an alcohol/drug test is administered the employee will be placed on limited duty or leave with pay until results are available.

1. When test results are positive the employee will be relieved of duty and may be referred to the EAP in lieu of disciplinary action being taken.
2. The Fire Chief or his/her designee shall make final determination whether the employee returns to active status or remains off duty regardless of the test outcome.
3. Rejection of treatment or failure to complete the program may be cause for suspension or termination.
4. Upon successful completion of treatment, the employee will be returned to active status without reduction of pay, grade or seniority.
5. No employee will be eligible for the EAP more than twice. Said usage (based upon eligibility) shall be restricted to once every fifteen (15) years.

- b. Any Supervisor who does not relieve an employee suspected of being under the influence of alcohol, drugs, or controlled substances will be subject to disciplinary action.
- c. Anyone knowingly bringing false charges against an individual or using these procedures for harassment or personal reasons will be subject to disciplinary action.

30.8 Notice to Members – State/Federal Law

- a. Each present member will be furnished a copy of this Policy and will sign a receipt for same. Members hired in the future will be furnished a copy before hiring.
 - b. Prior to implementing this Substance Abuse Policy, the City will provide training programs regarding the same for Supervisors and two (2) officers of the Union selected by the Union.
 - c. These policies will be implemented in a manner that will comply with all applicable federal and state laws.
- 30.9 It is mutually understood and agreed by the parties that the City shall have the right to engage in alcohol and drug testing of applicants for employment with the Department in accordance with applicable law. The City shall have no obligation to hire any applicant who fails said alcohol or drug testing.
- 30.10 While the Union and the City agree to a Substance Abuse Policy, the Union shall be held harmless for any violation of any of the employees' legal rights that may be violated by the City out of and arising from the administration of this policy.
- 30.11 The failure of the City to exercise any right under this Article in a particular way shall not be deemed as a waiver of such right or preclude the City from exercising the same in some other way not in conflict with the provisions of this Article.

ARTICLE 31 - JOB CLASSIFICATIONS/POSITION DESCRIPTIONS

- 31.1 Job classifications and job descriptions shall be in accordance with Appendix C, attached hereto and made a part hereof.

ARTICLE 32 - PERFORMANCE EVALUATION PROCESS

- 32.1 Effective July 1, 2015, annual performance evaluations will be completed within the month of September (or as soon as practicable thereafter). Evaluations will include, among other things, identification of strength and weaknesses, goal achievement over the past twelve (12) months and goal setting (which may include short and/or long term objectives) for the following twelve (12) month evaluation period). To the extent necessary to address any work performance issues and/or review progress on goals, more frequent, formal evaluations will be utilized on an individual basis.

- 32.2 Performance evaluations of Fire Fighters will be completed by Battalion Chiefs, after discussions with the Chief and/or Deputy Chief. Performance evaluations of Battalion Chiefs will be completed by the Deputy Chief after discussions with the Chief. Each employee will be asked to sign said report and the same shall be a permanent part of the employee's official personnel file located in the Human Resources Department. If an employee does not agree with his/her evaluation, the employee shall have the right to submit a written rebuttal within thirty (30) days of receipt to the Human Resources Department.
- 32.3 Performance evaluations are not disciplinary. Performance evaluations may be considered or referenced in future personnel matters.
- 32.4 The form listed in Appendix G shall be used for performance evaluations.

ARTICLE 33 - MISCELLANEOUS

- 33.1 The City, at its sole discretion, reserves the right to designate the Fire Department as the First Responder, or as a designated medical responder, for the City, or as a Co-First Responder or a co-designated medical responder for the City, with other qualified departments/entities. Notwithstanding the aforesaid, the City, at its sole discretion, may, at any time, withdraw said designation from the Fire Department.
- 33.2 EMT/First Responder/EMT-B with Medical Control Authorization for Defibrillation Certifications/Stipends.
- a. Each employee shall obtain and maintain EMT Certification as a condition of employment, and, thereafter, shall perform all duties and responsibilities associated with and commensurate with said certification. If First Responder responsibilities are assigned to the Fire Department, in accordance with Section 1 of this Article, employees, as a condition of employment, will obtain and maintain all required certifications related to said designation, and, thereafter, shall perform all duties and responsibilities associated with and commensurate with said designation. Further, as a condition of employment, each employee may be required by the Employer to obtain and maintain certification as an EMT-B with Medical Control Authorization for Defibrillation, in a timely fashion subject to course availability, and, thereafter, shall perform all duties and responsibilities associated with and commensurate with said designation. Failure to obtain/maintain any or all of the aforesaid required certifications and to perform the duties and responsibilities associated with said certifications or designations is grounds for disciplinary action, up to and including termination.
- b. All employees who hold an active EMT-B certification, with Medical Control Authorization for Defibrillation, and perform the duties as designated by the Fire Department as the First Responder, or as a designated medical responder, for the City, or as a Co-First Responder or as a co-designated medical responder for the City will receive a stipend of two thousand two hundred and fifty dollars (\$2,250.00), payable in the month of June. Said sum shall not be considered as additional compensation for wage, overtime, or any other calculation purposes (excluding pension).

c. The City will offer, provide or pay for required EMT/First Responder/EMT-B with Medical Control Authorization for Defibrillation training so that employees will have the opportunity to obtain/maintain such certification(s). When such training takes place at a time outside scheduled hours of work, employees will be paid in accordance with the overtime provisions of this Agreement.

33.3 It is understood by the parties that the technical names assigned by the State to certifications/services referenced in this Article (i.e. EMT, First Responder, etc.) and the requirements regarding the same may be changed from time to time by the State. The aforesaid shall not alter the basic rights, responsibilities or obligations of the parties under this Article.

33.4 The City of Groton will grant a military leave of absence to employees who are required to serve in the military or who are called to active duty in accordance with State and Federal law. The City will pay full-time employees who are members of the military reserves or National Guard and who are called to active duty the difference between the amount the employee receives as military pay and the employee's base rate of pay for a period of up to one year. This payment shall be known as "Gap Pay" as defined by City Ordinance 165. In the event such employee's active duty extends beyond one year, the City reserves the right to extend the employee's Gap Pay in its sole discretion.

ARTICLE 34 - DURATION

34.1 The duration of this Agreement shall extend through June 30, 2029. Either party wishing to terminate, amend or modify such Agreement must so notify the other party, in writing, no more than one hundred eighty (180) days nor less than one hundred fifty (150) days prior to such expiration date. Within five (5) days of receipt of such notification by either party, a conference shall be held between the City and the Union Negotiating Committee for the purpose of dealing with such amendment, modification or termination.

34.2 Unless otherwise specified, all provisions of this Agreement shall become effective as of the date of the execution of said Agreement by the parties.

ARTICLE 35 – ENTIRE AGREEMENT

35.1 This CBA constitutes the complete and entire Agreement between the parties and neither the City nor the Union shall be bound by any requirement not specifically stated in this CBA, the City Charter or applicable City ordinances. The parties are not bound by the past practices or understandings of the City or the Union unless such past practices or understandings are incorporated in this CBA.

35.2 Should a situation arise where the Union or the City were to recollect a past practice not cited within this agreement, the two sides shall meet to negotiate a fair remedy to the dispute.

35.3 Notwithstanding the preceding paragraph, if the parties are not able to arrive at a resolution, the Union shall still have access to the grievance procedure.

SIGNATURE PAGE

In witness whereof, the parties have caused their names to be signed this ____ day of _____, 2025.

FOR THE CITY OF GROTON

WITNESS

KEITH HEDRICK
MAYOR

FOR THE UNION

WITNESS

DANIEL TOMPKINS
PRESIDENT, LOCAL 1964, IAFF

APPENDIX A - SALARY PLAN

POSITION	CURRENT	2025-26	2026-27	2027-28	2028-29
		\$3.50/hr	3.00%	3.25%	3.25%
FIRE FIGHTER STEP 1	\$55,337.14	\$64,073.14	\$65,995.33	\$68,140.18	\$70,354.74
FIRE FIGHTER STEP 2	\$65,072.49	\$73,808.49	\$76,022.74	\$78,493.48	\$81,044.52
FIRE FIGHTER STEP 3	\$69,896.59	\$78,632.59	\$80,991.57	\$83,623.79	\$86,341.57
FIRE FIGHTER STEP 4	\$74,630.44	\$83,366.44	\$85,867.43	\$88,658.12	\$91,539.51
FIRE FIGHTER STEP 5	\$79,832.27	\$88,568.27	\$91,225.32	\$94,190.14	\$97,251.32
FIRE FIGHTER STEP 6	\$82,878.22	\$91,614.22	\$94,362.65	\$97,429.43	\$100,595.89
BATTALION CHIEF/DEPUTY FIRE MARSHAL	\$91,680.91	\$100,416.91	\$103,429.42	\$106,790.87	\$110,261.58

Note 1: All wages are annual wages.

Note 2: All Fire Fighters who have completed less than one (1) year of satisfactory service will be paid at Step 1 of the salary plan.

All Fire Fighters who have completed one (1) year but less than two (2) years of satisfactory service will be paid at Step 2 of the salary plan.

All Fire Fighters who have completed two (2) years but less than three (3) years of satisfactory service will be paid at Step 3 of the salary plan.

All Fire Fighters who have completed three (3) years but less than four (4) years of satisfactory service shall be paid at Step 4 of the salary plan.

All Fire Fighters who have completed four (4) years but less than five (5) years of satisfactory service shall be paid at Step 5 of the salary plan.

All Fire Fighters who have completed five (5) or more years of satisfactory service shall be paid at Step 6 of the salary plan.

All Battalion Chiefs will be paid at Step 1 of the salary plan for their classification.

APPENDIX B - CITY OF GROTON MEDICAL PLANS

City of Groton

	HDHP/HSA Option
Type of Plan	HDHP/H S A
Referrals required	No
In Network	
Deductible	\$2000/\$4000
Coinsurance	100%
OOP Maximum	\$5000/\$10,000
Preventive care	No Charge
Office visit copay	Deductible then 100%
Specialist visit copay	Deductible then 100%
Allergy services, 80 injections in 3yrs.	Deductible then 100%
Vision Exam, every 2yrs.	Deductible then 100%
Diagnostic Lab & X-ray	Deductible then 100%
High Cost Diagnostic: MRI, CAT, PET	Deductible then 100%
Outpatient Rehab, 50 visits per yr for PT, OT, ST	Deductible then 100%
Infertility Services	Deductible then 100%
Emergency Room copay	Deductible then 100%
Urgent Care copay	Deductible then 100%
Walk In Center	Deductible then 100%
Outpatient surg. Copay	Deductible then 100%
Inpatient copay	Deductible then 100%
Inpatient Mental Health - Biological Unlimited	Deductible then 100%
**Non Biological	Deductible then 100%
Outpatient Mental Health - Biological Unlimited	Deductible then 100%
**Non Biological:	Deductible then 100%
Inpatient Substance Abuse -	Deductible then 100%
**Limits:	Deductible then 100%
Outpatient Substance Abuse -	Deductible then 100%
**Limits:	Deductible then 100%
Lifetime Maximum	Unlimited
Out-of-Network	
Deductible - Calendar Year	Combined with In-Network
Coinsurance	80/20%
Out-of-Pocket Maximum - Calendar Year	Combined with In-Network
RX Plan Co Pays (Generic/Listed/Non-Listed)	Deductible then:
Rx Summary Type	\$5/20/40 MP4
Calendar Year Maximum	Unlimited
Days Supply - Retail/Mailorder	30/90
Number of Copays for Mail Order vs Retail	2x
Health Savings Account: City of Groton Contribution	50%

*** Federal Mental Health parity is required to apply at the next renewal. Mental Health paid same as any other illness
Maximum City HSA contribution is 50% of the deductible*



Lumenos HSA Plan Summary

The Lumenos[®] HSA plan is designed to empower you to take control of your health, as well as the dollars you spend on your health care. This plan gives you the benefits you would receive from a typical health plan, plus health care dollars to spend your way. And you'll have access to personalized services and online tools to help you reach your health potential.

Your Lumenos HSA Plan

First – Use your HSA to pay for covered services:

Health Savings Account

With the Lumenos Health Savings Account (HSA), you can contribute pre-tax dollars to your HSA account. Others may also contribute dollars to your account. You can use these dollars to help meet your annual deductible responsibility. Unused dollars can be saved or invested and accumulate through retirement.

Contributions to Your HSA

For 2015, contributions can be made to your HSA up to the following:

\$3,350 individual coverage
\$6,650 family coverage

Note: These limits apply to all combined contributions from any source including HSA dollars from incentives.

Earn More Money for Your Account

What's special about your Lumenos HSA plan is that you may earn additional funds for your health account through the Healthy Rewards incentive program.

To receive funds earned through the Healthy Rewards program, you must have an open HSA with Mellon Bank or with another bank through which your employer is sponsoring your HSA.

Healthy Rewards

If you do this:

- Future Moms for participation and completion
- Healthy Lifestyles online participation
- Condition Care participation and completion.

You can earn this in your HSA:

Up to \$200
Up to \$150
Up to \$300

Some eligibility requirements apply. See page 2 for program descriptions.

Plus – To help you stay healthy, use:

Preventive Care

100% coverage for nationally recommended services. Included are the preventive care services that meet the requirements of federal and state law, including certain screenings, immunizations and physician visits.

Preventive Care

No deductions from the HSA or out-of-pocket costs for you as long as you receive your preventive care from an in-network provider. If you choose to go to an out-of-network provider, your deductible or Traditional Health Coverage benefits will apply.

Then –

Your Bridge Responsibility

The Bridge is an amount you pay out of your pocket until you meet your annual deductible responsibility. Your bridge amount will vary depending on how many of your HSA dollars, if any, you choose to spend to help you meet your annual deductible responsibility. If you contribute HSA dollars up to the amount of your deductible and use them, your Bridge will equal \$0.

HSA dollars spent on covered services plus your Bridge responsibility add up to your annual deductible responsibility.

Health Account + Bridge = Deductible

Bridge

Your Bridge responsibility will vary.

Annual Deductible Responsibility

\$2,000 individual coverage
\$4,000 family coverage

If Needed –

Traditional Health Coverage

Your Traditional Health Coverage begins after you have met your Bridge responsibility.

Traditional Health Coverage

After your bridge, the plan pays:

100% for in-network providers 80% for out-of-network providers

Additional Protection

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

Annual Out-of-Pocket Maximum

In-Network and Out-of-Network Providers

\$5,000 individual coverage
\$10,000 family coverage

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

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

Healthy Rewards Program

Your employer will provide you with additional health care dollars in your HSA for the following:

- **Future Moms:** Individualized obstetric support for expectant high-risk and non-high-risk mothers. Members can earn up to a \$200 Future Mom's incentive. This includes three milestones: \$100 initial enrollment, \$50 interim, and \$50 postpartum; timing and rules apply.
- **Healthy Lifestyles Online:** Each adult family member can earn up to \$150 each year. Members earn a \$50 incentive at each 3,000, 5,000 and 10,000 point milestone. Your employees can quickly achieve their first milestone of 3,000 points by completing the Well-Being Assessment and setting up their Well-Being Plan.
- **Enroll in Condition Care: (Incentive \$100)** Disease management for prevalent, high-cost conditions (asthma, diabetes, chronic obstructive pulmonary disease, coronary artery disease and heart failure). Each family member can get one incentive per year. In the first year and later years, members must stay qualified to enroll and earn incentives. Members who have more than one health problem will enroll in one combined program — not separate ones for each condition.
- **Graduate from Condition Care: (Incentive \$200)** There's no limit to the number of family members that can graduate and earn the incentive. Each family member can earn one credit per year. In the first year and later years, members must stay qualified to enroll, graduate and earn incentives. Members who have more than one health problem will graduate from one combined program — not separate ones for each condition.

To receive funds earned through Healthy Rewards, you must have an open HSA with Mellon Bank or with another bank through which your employer is sponsoring your HSA.

Summary of Covered Services

Preventive Care

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

All preventive services received from an in-network provider are covered at 100%, are not deducted from your HSA and do not apply to your deductible. If you see an out-of-network provider, then your deductible or out-of-network coinsurance responsibility will apply.

The following is a list of covered preventive care services:

Well Baby and Well Child Preventive Care

Office Visits through age 18; including preventive vision exams.

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

Immunizations:

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

Adult Preventive Care

Office Visits after age 18; including preventive vision exams.

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

Immunizations:

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

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



Lumenos HSA Plan Summary

Summary of Covered Services (Continued)

Medical Care

Anthem's Lumenos HSA plan covers a wide range of medical services to treat an illness or injury. You can use your available HSA funds to pay for these covered services. Once you spend up to your deductible amount for covered services, you will have Traditional Health Coverage available to help pay for additional covered services.

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

- Physician Office Visits
- Inpatient Hospital Services
- Outpatient Surgery Services
- Diagnostic X-rays/Lab Tests
- Emergency Hospital Services
- Inpatient and Outpatient Mental Health and Substance Abuse Services
- Maternity Care
- Chiropractic Care
- Prescription Drugs
- Home health care and hospice care
- Physical, Speech and Occupational Therapy Services
- Durable Medical Equipment

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

- Skilled nursing facility services limited to 120 days per calendar year.
- Home health care services are limited to 200 visits per calendar year.
- Inpatient rehabilitative services limited to 100 days per member per calendar year.
- PT, OT, ST, and chiropractic services limited to 50 combined visits per member per calendar year.
- Inpatient hospitalizations require authorizations.
- Your Lumenos HSA plan includes an unlimited lifetime maximum for in- and out-of-network services.

* For a complete list of exclusions and limitations, please reference your Certificate of Coverage.

Prescription Drugs- copay after deductible (when purchased from a network pharmacy*)

Retail (30 day supply)	Mail Order (90 day supply)
\$5 Tier 1 Copayment	\$5 Tier 1 Copayment
\$20 Tier 2 Copayment	\$40 Tier 2 Copayment
\$40 Tier 3 Copayment	\$80 Tier 3 Copayment

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

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



Lumenos HSA Plan Summary

This summary is a brief outline of the benefits and coverage provided under the Lumenos plan. It is not intended to be a complete list of the benefits of the plan. This summary is for a full year in the Lumenos plan. If you join the plan mid-year or have a qualified change of status, your actual benefit levels may vary.

Additional limitations and exclusions may apply.



In Connecticut, Anthem Blue Cross and Blue Shield is the trade name of Anthem Health Plans, Inc. In New Hampshire Anthem Blue Cross and Blue Shield is the trade name of Anthem Health Plans of New Hampshire, Inc. In Maine, Anthem Blue Cross and Blue Shield is the trade name of Anthem Health Plans of Maine, Inc., independent licensees of the Blue Cross and Blue Shield Association. ® Registered marks Blue Cross and Blue Shield Association. ® LUMENOS is a registered trademark.

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

APPENDIX C - JOB CLASSIFICATIONS/POSITION DESCRIPTIONS

1. Battalion Chief
2. Fire Fighter

**CITY OF GROTON
BATTALION CHIEF
POSITION DESCRIPTION**

Position Title: Battalion Chief
Department: Fire
Reports To: Fire Chief or Deputy Fire Chief
Contract: International Association of Firefighters, Local 1964
FLSA Status: Non-Exempt
Approved By: International Association of Firefighters, Local 1964/Mayor and Council
Approval Date: May 9, 2007

SUMMARY

The Battalion Chief, under the general direction of the Fire Chief or Deputy Fire Chief, has responsibility in command of a fire company during an assigned shift for the personnel on duty; care and maintenance of fire apparatus and equipment, and condition of station and grounds. Engages directly in suppression of fires and fire prevention activities to save lives and property.

ESSENTIAL DUTIES AND RESPONSIBILITIES

1. Performs firefighting activities including driving fire apparatus, operating pumps and related equipment, laying hose, and performing fire combat, containment and extinguishment tasks.
2. Performs emergency aid activities including administering first aid and providing other assistance as required.
3. Participate in fire drills, attend classes in firefighting, emergency medical, hazardous materials and related subjects.
4. Responds to hazardous material incidents and motor vehicle accidents.
5. Receives and relay fire calls and alarms.
6. Operates radio and other communication equipment.
7. Responds to fire alarms with his/her designated company.
8. Drives and operates various kinds of fire apparatus and equipment.
9. Prepares and operates necessary equipment at the scene of a fire or incident such as hose, ladders, chemicals, bars, hooks, etc.
10. Conducts in-house training and instructional classes for fire fighters as requested by superiors.

11. Performs fire prevention activities and conducts public fire education programs.
12. Undertakes life saving measures and functions and administers first aid and emergency medical services to injured related to his/her certification as EMT.
13. Performs all functions and acts required of a fire fighter and carries out all related duties assigned by superior officers.
14. Supervises/maintains fire equipment, apparatus and facilities. Performs minor repairs to departmental equipment.
15. Supervises/performs general maintenance work in the upkeep of fire facilities and equipment to include: Cleans and washes walls and floor; cares for grounds around station; makes minor repairs; washes, hangs and dries hoses; washes, cleans, polishes, maintains and tests apparatus and equipment.
16. May present programs to the community on safety, medical and fire prevention topics.
17. Performs other related duties as may be assigned by supervisors.

SUPERVISORY RESPONSIBILITIES

18. Assumes complete charge of the fire company in the station, en route to alarms and at the scene of a fire or other incident until the arrival of a superior officer.
19. Upon arrival of a superior officer continues direction of his/her company under the orders of the superior officer.
20. Directs his/her company in the utilization of all firefighting and rescue equipment for the protection of life and property and any other required functions/duties at the scene of the incident.
21. Shall, at all times, enforce order among the fire fighters under his/her command. Conducts company drills and instructional periods.
22. Holds periodic inspections of fire fighters, equipment and quarters. Prepares personnel records and fire reports regarding alarms, supplies and other matters pertaining to his/her unit and equipment or as requested by supervisor.

SPECIAL KNOWLEDGE, SKILLS AND ABILITIES

Thorough knowledge of the street system and physical layout of the City of Groton, West Pleasant Valley Fire District, or any other territory serviced by the Department; extensive knowledge of modern firefighting equipment and methods; ability to supervise and achieve results that are advantageous to both the fire fighters and the Department. Ability to prepare legible and detailed reports as required of the position and effectively communicate with other members of the Department, volunteer fire fighters and the public. Must possess all other knowledge, skills and abilities required of a fire fighter.

PERIPHERAL DUTIES

Assists in supervising other firefighters as required.

Assists in training new employees as assigned.

Prepares fire reports regarding alarms, supplies and other matters pertaining to his/her unit and equipment or as requested by superior.

DESIRED MINIMUM QUALIFICATIONS/REQUIRED QUALIFICATIONS

Graduate from high school or must possess a state or military service equivalency diploma.

Minimum of thirteen (13) years' experience as a firefighter; Connecticut Certified Fire Fighter I, Fire Fighter II, Fire Officer I, and Instructor I.

Must have supervisory ability.

Must possess at time of appointment and maintain thereafter a Connecticut Emergency Medical Technician Certification.

May be required to obtain and maintain EMT-B with Medical Control Authorization for Defibrillation Certification.

Must possess and maintain as a condition of employment, a valid State of Connecticut Class II or Class II with Q exemption driver's license.

NECESSARY KNOWLEDGE, SKILLS AND ABILITIES

Working knowledge of driver safety.

Working knowledge of first aid.

Ability to learn the operation of fire suppression and other emergency equipment.

Ability to learn to apply standard firefighting, emergency aid, hazardous materials, and fire prevention techniques.

Ability to perform strenuous or peak physical activities during emergency, training or station maintenance activities for prolonged periods of time under conditions of extreme heights, intense heat, cold or smoke.

Ability to act effectively in emergency and stressful situations.

Ability to follow verbal and written instructions.

Ability to effectively communicate in writing and verbally.

Ability to establish effective working relationships with employees, other agencies, and the general public.

Ability to make independent judgment which have considerable impacts on the organization.

RESPONSIBILITY FOR PUBLIC CONTACT

Frequent contact requiring courtesy, discretion, and sound judgment.

TOOLS AND EQUIPMENT USED

Personal computer; calculator; copy machine; fax machine; telephone; measuring devices; camera; power tools; hand tools; chain saws; shovels; brooms; ladders; exhaust fans; automobile; fire truck; first aid equipment; oxygen; general medical equipment; patient lifting devices; breathing apparatus; steel-tip boots; hearing and eye protection; firefighting clothing; and hazardous chemical clothing.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. While performing the duties of this job, the employee is frequently required to stand; walk; use hands and fingers to feel, handle, or operate objects, tools, or controls; and reach with hands and arms. The employee is occasionally required to sit, climb, balance, stoop, kneel, crouch, crawl, talk, hear, taste and smell. The employee must frequently lift and/or move up to 10 pounds and occasionally lift and/or move up to 100 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus. The aforesaid vision requirements can be satisfied with appropriate medically prescribed glasses/lenses when applicable (***Note: Individuals hired prior to January 1, 1998 are not required to meet Department color vision standards**).

WORK ENVIRONMENT

The work environment characteristics described herein are representative, but not necessarily all inclusive, of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. While performing the duties of this job, the employee regularly works in outside weather conditions, including temperature extremes, during day and night shifts. Work is often performed in emergency and stressful situations. Individual is exposed to hearing alarms and hazards associated with fighting fires and rendering emergency medical assistance, including smoke, noxious odors, fumes, chemicals, liquid chemicals, solvents and oils. The employee occasionally works near moving mechanical parts, in high, precarious places and is occasionally exposed to wet and/or humid conditions, fumes or airborne particles, toxic or caustic chemicals, risk of electrical shock, and vibration. The individual may be exposed to blood-borne pathogens and other infectious materials in the course of their duties. The noise level in the work environment is usually moderate, except during certain firefighting or EMT activities when noise levels may be loud. The duties listed above are intended only as illustrations of the various types of work that may be performed.

**CITY OF GROTON
FIRE FIGHTER
POSITION DESCRIPTION**

Position Title: Fire Fighter
Department: Fire
Reports To: Battalion Chief
Contract: International Association of Firefighters, Local 1964
FLSA Status: Non-Exempt
Approved By: International Association of Firefighters, Local 1964/Mayor and Council
Approval Date: May 9, 2007

SUMMARY

The Fire Fighter, under the general supervision of the Battalion Chief, is responsible to protect life and property by performing firefighting, emergency aid, hazardous materials, and fire prevention duties. The Fire Fighter maintains fire equipment, apparatus, and facilities.

ESSENTIAL DUTIES AND RESPONSIBILITIES

1. Performs firefighting activities including driving fire apparatus, operating pumps and related equipment, laying hose, and performing fire combat, containment and extinguishment tasks.
2. Performs emergency aid activities including administering first aid and providing other assistance as required.
3. Participates in fire drills, attends classes in firefighting, emergency medical, hazardous materials and related subjects.
4. Receives and relays fire calls and alarms. Operates radio and other communication equipment.
5. Maintains fire equipment, apparatus and facilities. Performs minor repairs to departmental equipment.
6. Performs general maintenance work in the upkeep of fire facilities and equipment; cleans and washes walls and floors; cares for grounds around station; makes minor repairs; washes, hangs and dries hose; washes, cleans, polishes, maintains and tests apparatus and equipment.
7. Presents programs to the community on safety, medical and fire prevention topics.
8. Performs duties as a certified EMT-B according to criteria and standards set forth by the Fire Department.
9. Performs all other related duties as may be assigned.

PERIPHERAL DUTIES

Assists in supervising other fire fighters as required.

Assists in training new employees as assigned.

EDUCATION AND EXPERIENCE

Graduate from high school or state or military service equivalency diploma. Must at all times be a Certified Connecticut Fire Fighter I and currently Certified Connecticut Emergency Medical Technician (EMT), and must maintain aforesaid certifications at all times. May be required to obtain and maintain EMT-B with Medical Control Authorization for Defibrillation Certification. Must obtain and possess within ninety (90) days, and maintain as a condition of employment, a valid State of Connecticut Class II or Class II with Q exemption driver's license.

NECESSARY KNOWLEDGE, SKILLS AND ABILITIES

Must become familiar with firefighting strategies and tactics, sprinkler and fire alarm systems within one year of hire.

Must learn the street system and physical layout of the City of Groton, West Pleasant Valley Fire District or any other territory serviced by the Department.

Working knowledge of driver safety.

Working knowledge of first aid.

Ability to learn the operation of fire suppression and other emergency equipment.

Ability to learn to apply standard fire fighting, emergency aid, hazardous materials, and fire prevention techniques.

Ability to perform strenuous or peak physical activities during emergency, training or station maintenance activities for prolonged periods of time under conditions of extreme heights, intense heat, cold or smoke.

Ability to act effectively in emergency and stressful situations.

Ability to follow verbal and written instructions.

Ability to effectively communicate in writing and verbally.

Ability to establish and maintain effective working relationships with employees, other agencies and the general public.

Ability to make independent judgment which has considerable impact on the organization.

SUPERVISION RECEIVED

Works under the general supervision of the Battalion Chief.

RESPONSIBILITY FOR PUBLIC CONTACT

Frequent contact requiring courtesy, discretion, and sound judgment.

LICENSING AND CERTIFICATION

Must maintain and possess as a condition of employment, a valid driver's license.

Must successfully pass medical exam after job offer.

TOOLS AND EQUIPMENT USED

Personal computer; calculator; copy machine; fax machine; telephone; measuring devices; camera; power tools; hand tools; chain saws; shovels; brooms; ladders; exhaust fans; automobile; fire truck; first aid equipment; oxygen; general medical equipment; patient lifting devices; breathing apparatus; steel-tip boots; hearing and eye protection; firefighting clothing and hazardous chemical clothing.

PHYSICAL DEMANDS

The physical demands described herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. While performing the duties of this job, the employee is frequently required to stand; walk; use hands and fingers to feel, handle or operate objects, tools or controls; and reach with hands and arms. The employee is occasionally required to sit, climb, balance, stoop, kneel, crouch, crawl, talk, hear, taste and smell. The employee must frequently lift and/or move up to ten (10) pounds and occasionally lift and/or move up to 100 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception and the ability to adjust focus. The aforesaid vision requirements can be satisfied with appropriate medically prescribed glasses/lenses when applicable. **(*Note: Individuals hired prior to January 1, 1998 are not required to meet Department color vision standards).**

WORK ENVIRONMENT

The work environment characteristics described here are representative, but not necessarily all inclusive, of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. While performing the duties of this job, the employee regularly works in outside weather conditions, including temperature extremes, during day and night shifts. Work is often performed in emergency and stressful situations. Individual is exposed to hearing alarms and hazards associated with fighting fires and rendering emergency medical assistance, including smoke, noxious odors, fumes, chemicals, liquid chemicals, solvents and oils. The employee occasionally works near moving mechanical parts, in high, precarious places and is occasionally exposed to wet and/or humid conditions, fumes or airborne particles, toxic or caustic chemicals, risk of electrical shock, and vibration. The individual may be exposed to blood-borne pathogens and other infectious materials in the course of their duties. The noise level in the work environment is usually moderate, except during certain firefighting or EMT activities when noise levels may be loud. The duties listed above are intended only as illustrations of the various types of work that may be performed.

APPENDIX D - RETIREMENT PLAN

**RETIREMENT PLAN
FOR
FIRE FIGHTERS
OF THE
CITY OF GROTON, CONNECTICUT
AS AMENDED AND RESTATED**

INTRODUCTION

THIS AGREEMENT is between the City of Groton, hereinafter referred to as the “City” or “Employer,” and Local 1964, International Association of Fire Fighters, A.F.L.-C.I.O., hereinafter referred to as the “Union,” and provides for the following terms in connection with the City's Pension Plan for Fire Fighters.

The Retirement Plan for Fire Fighters of the City of Groton, Connecticut, (previously referred to as the “Retirement Plan for Policemen and Firemen of the City of Groton, Connecticut” and/or the “Retirement Plan for Fire Fighters and Firemen of the City of Groton”) became effective as of February 1, 1946. The same has been restated and/or amended in 1972, 1976, 1985, 1991, 1998, 2002 and 2009. The Retirement Plan for Fire Fighters of the City of Groton is funded under Group Annuity Contracts GR-163, GR-163A, GR-13554, and/or other similar or superseding Contracts with The Travelers Insurance Company of Hartford, Connecticut, and/or other insurance companies, financial institutions, brokerage firms, or other like entities, and/or pension funds of the City of Groton.

ARTICLE I - NAME AND EFFECTIVE DATE

Section 1.1. This Plan shall be known as the “Retirement Plan for Fire Fighters of the City of Groton, Connecticut,” hereinafter referred to as the “Retirement Plan,” or “Pension Plan,” or “Plan.”

Section 1.2. The Retirement Plan shall be further amended and restated effective the date of execution by the parties to provide the following retirement benefits for all full-time Fire Fighters.

ARTICLE II - DEFINITIONS

Section 2.1. “Administrator” means the Retirement Board as designated in accordance with Article X, hereof, to perform the administrative functions of this Plan.

Section 2.2. “Continuous Service” means the period of uninterrupted employment as a Fire Fighter with the City of Groton, Connecticut.

Section 2.3. “Credited Interest” means the interest on Participant Contributions made from the appropriate Group Annuity Contract at a rate of four percent (4%) per annum (or at such other rate as may be established from time to time by the Employer) compounded annually from January 1, next succeeding the date when such Participant Contributions are made to the first day of the calendar month which coincides with, or next precedes, the date of the Participant's death prior to retirement, termination of employment or his/her actual retirement date, whichever is applicable. The Credited Interest applicable to Participant Contributions made under the Prior Group Annuity Contracts shall be determined and payable in accordance with the provisions of the Prior Group Annuity Contracts.

Section 2.4. “Dependent Child or Children” means any unmarried child under the age of nineteen (19), or under the age twenty-four (24) if a full-time undergraduate student at an accredited college or university; said term includes natural children, adopted children,

stepchildren and foster children reported by the Participant as dependents for Federal Income Tax purposes at the time of such Participant's death or retirement from active service. It shall not include any child born more than nine (9) months after the Participant's retirement from active service. If there is more than one child entitled to receive death benefits in accordance with Article VII, such sum shall be divided equally among them. Payments due to such child or children shall be made to their legal guardian or, if they have no legal guardian, to such other person to expend for them as the Retirement Board may direct.

Section 2.5. “Dependent Parent” means the recognized lawful mother or father of the deceased Participant who is at least fifty percent (50%) dependent upon the Participant for support at the date of death of the Participant.

Section 2.6. “Employee” means all full-time Fire employees working twenty (20) hours per week or more.

Section 2.7. “Employer” means the City of Groton, Connecticut.

Section 2.8. “Final Average Earnings” means a Participant’s annual base salary, or wage paid or accrued during a calendar year, plus EMT, First Responder, Defibrillator Certified, Longevity stipends; holiday pay; and effective July 1, 2021 up to a maximum of \$19,500 of any Departmental overtime, during a calendar year effective for retirees who retire after the ratification date, exclusive of all other earnings including outside earnings, accumulated sick leave or other employment with the City of Groton, provided the Participant has made Participant Contributions hereunder, averaged over the highest three (3) calendar years of employment as a Fire Fighter. In the event that a Participant retires during his/her last calendar year of employment, his/her salary or wages, as herein defined, during such calendar year together with the number of his/her full months of employment in such year shall, in addition to the three (3) highest calendar years, be included in the determination of the average of such Participant’s Final Average Earnings. If this procedure produces a higher average than the average of the highest three (3) calendar years of service, such average will be used as the Participant’s Final Average Earnings.

Section 2.9. “Group Annuity Contract” means a contract issued by the Insurance Company providing for the payment of Retirement Benefits to Participants covered under this Plan.

Section 2.10. “Insurance Company” means a legal reserve life insurance company organized or incorporated under the laws of any one of the United States of America and duly licensed in the State of Connecticut.

Section 2.11. “Normal Retirement Date” means age fifty (50), provided the Participant has accrued at least twenty-five (25) years of Continuous Service; or age sixty (60) with ten (10) years¹ of Continuous Service.

Section 2.12. “Participant” means a Fire Fighter who meets the requirements for participation in the Plan as set forth in Article III.

¹For new employees hired on or after April 1, 1976.

Section 2.13. “Participant Contributions” means contributions required from a Participant under Article III, Section 3.2, hereof, as a condition of eligibility and participation in this Plan.

Section 2.14. “Pensioner” means a Participant who is entitled to receive a monthly pension under this Plan.

Section 2.15. “Permanently and Totally Disabled” means an Employee is physically or mentally unable, as a result of bodily injury or disease suffered in the line of duty, so as to be permanently unable to carry out the duties of the position in which he or she is employed and such disability was not a result of the Employee’s own willful misconduct. For the purpose of this Plan, willful misconduct shall be construed to include, but not limited to, the following:

- a. Disability resulting from an intentional self-inflicted injury;
- b. Disability which was contracted, suffered or incurred while Employee was engaged in or resulting from having engaged in felonious enterprise;

Furthermore, no disability benefits will be payable if such disability results from service in the Armed Forces of any country for which a service connected government disability is payable.

Section 2.16. “Prior Group Annuity Contract” means Group Annuity Contracts GR-163, GR-163A, GR-13554, or any similar or superseding Contract, as last obligatory and binding.

Section 2.17. “Retirement Benefit” means the monthly payments to which a Participant or Surviving Spouse/Dependent Child shall become entitled.

Section 2.18. “Supplemental Contributions” means the annual contributions contributed to the Plan by both the Participant and the Employer equal to the tax rate applicable to non-self-employed persons under the Federal Insurance Contributions Act, as in effect as of the date such contributions are made. Effective April 1, 1976, no further such contributions are to be made to the Plan and all Participant accounts are suspended.

Section 2.19. “Service Connected Benefit” means any benefit payable upon the death of an employee who dies during the performance of essential duties pertaining to his/her employment by the City.

Section 2.20. “Non-Service Connected Benefit” means any benefit payable upon the death of an employee who dies from causes not related to his/her employment by the City.

Section 2.21. “Surviving Spouse” means, for the purpose of Article VII, the lawful wife or husband of a Participant, as the case may be, provided that the Surviving Spouse:

- a. Must have been married to the Participant for at least one (1) year and shall have been living with the Participant as husband and wife if the Participant dies in active employment, or
- b. Must have been married to the Participant for at least one (1) year prior to retirement and shall have been living with the Participant as husband and wife at the time of death if the

Participant dies after retirement.

Section 2.22. The singular form of any word shall include the plural and the masculine shall include the feminine wherever necessary for the proper interpretation of this Plan.

ARTICLE III - PARTICIPATION

Section 3.1. Conditions for Participation:

- a. Each Fire Fighter included in the prior Plan as a Participant as of March 31, 1976, and/or the Prior Group Annuity Contract as of such date, shall continue to be a Participant from April 1, 1976, and thereafter, provided, however, that such Fire Fighter continues his/her Participant Contributions as set forth in Section 3.2 below.
- b. All Fire Fighters shall be included, as a condition of employment, as a Participant on the first day of the month coincident with or next following the date of his/her employment provided, however, that no Fire Fighter shall be included in this Plan if his/her participation commences after attaining the fifty fifth (55th) anniversary of his/her date of birth.
- c. Upon meeting the requirements of subparagraph (b) above, a Fire Fighter must sign such application forms as the Administrator prescribes authorizing the Employer to make payroll deductions of Participant Contributions, as set forth in Section 3.2 below, and furnish such other data as the Employer deems necessary or desirable.

Section 3.2. Participant Contributions:

- a. Effective July 1, 2021, each Participant shall make Participant contributions to the Plan while he/she remains a Participant hereunder in an amount equal to eight and one-half percent (8.5%) of his/her annual base salary; EMT, First Responder, Defibrillator Certified, and Longevity stipends; holiday pay; and effective upon ratification of this Agreement, any Departmental accrued overtime up to a maximum of \$19,500 overtime during a calendar year, exclusive of accumulated sick leave or other employment with the City of Groton; and shall be converted to a monthly contribution payable through payroll deductions.

Effective July 1, 2022, each Participant shall make Participant contributions to the Plan while he/she remains a Participant hereunder in an amount equal to eight and three-quarters percent (8.75%) of his/her annual base salary; EMT, First Responder, Defibrillator Certified, and Longevity stipends; holiday pay; and any Departmental accrued overtime up to a maximum of \$19,500 overtime during a calendar year, exclusive of accumulated sick leave or other employment with the City of Groton; and shall be converted to a monthly contribution payable through payroll deductions.

Effective July 1, 2023, each Participant shall make Participant contributions to the Plan while he/she remains a Participant hereunder in an amount equal to nine percent (9.0%) of his/her annual base salary; EMT, First Responder, Defibrillator Certified, and Longevity stipends; holiday pay; and any Departmental accrued overtime up to a maximum of \$19,500.00 overtime during a calendar year, exclusive of accumulated sick leave or other employment with the City of Groton; and shall be converted to a monthly contribution payable through payroll deductions.

Effective July 1, 2024, each Participant shall make Participant contributions to the Plan while he/she remains a Participant hereunder in an amount equal to nine and one-quarter percent (9.25%) of his/her annual base salary; EMT, First Responder, Defibrillator Certified, and Longevity stipends; holiday pay; and any Departmental accrued overtime up to a maximum

of \$19,500.00 overtime during a calendar year, exclusive of accumulated sick leave or other employment with the City of Groton; and shall be converted to a monthly contribution payable through payroll deductions.

- b. Effective January 1, 2010 the percentage of earnings required as Participant contributions as set forth in Section 3.2(a) above for each Participant who has been employed as a Fire Fighter with the City of Groton for thirty (30) years or more shall be zero (0).

ARTICLE IV - CREDITED SERVICE

Section 4.1. A Fire Fighter who meets the participation requirements of Article III, as determined by the Administrator, shall accrue Credited Service on the basis of the number of full years and fractions thereof to the nearest full month of Continuous Service with the Employer as a Fire Fighter, completed from the date he became eligible and elected to participate in the Plan to the date of his/her termination of employment or his/her actual retirement date.

Section 4.2. Continuous Service with the Employer shall not be broken in the event of:

- a. Absence with the consent of the Retirement Board during any period not in excess of one year, except that the Administrator may consent to extend the period of leave; or
- b. Absence from work because of occupational injury or disease incurred as a result of employment with the Employer, for which absence a Participant shall be entitled to Workers' Compensation payments.

Section 4.3. In interpreting this section, the Administrator shall apply uniform rules in a like manner to all Participants under similar circumstances.

Section 4.4. An Employee shall not receive Credited Service in the case of the period of absence set forth in Section 4.2 above, but shall retain Credited Service accrued prior to such absence. Upon return to employment after an approved absence, the Participant shall again be eligible to accrue Credited Service.

Section 4.5. An Employee's period of United States military service shall be treated as employment with the Employer, provided the Employee left employment with an Employer for military service and returned to his/her Employer during the period his/her re-employment rights were guaranteed by law. His/her period of military service shall be treated as if he had remained in employment with this Employer during the period, in the job classification occupied before leaving for military service.

Section 4.6. Failure to return to the employ of the Employer by the end of any period specified in the above sections shall be considered a termination of employment. Any other absence shall also be considered a termination of employment. Any Participant whose employment has been terminated shall, for the purposes of this Plan, be deemed a new Participant upon resumption of his/her employment, unless he is vested in accordance with Article VI hereof.

ARTICLE V - RETIREMENT BENEFITS

Section 5.1. Normal Pension:

- a. A Participant may retire on a Normal Pension on the first day of any month after he has attained his/her Normal Retirement Date, provided he has filed an application for benefits prior to the commencement of his/her pension.
- b. The Normal Pension shall be a monthly amount equal to two and one-half (2.50%) percent of the Participant's Final Average Earnings multiplied by his/her Credited Service with the

Employer as a Fire Fighter, payable in the form of a life annuity with a fifty percent (50%) spouse/children death benefit, subject to a potential maximum yearly pension of eighty percent (80%) of his/her Final Average Earnings as described in Section 2.8. One twelfth (1/12th) of this amount will be paid monthly. The monthly pension may be provided, in full or in part, from an annuity purchased under the terms of a Prior Group Annuity Contract.

- c. The percentage of the Participant's Final Average Earnings used as a multiplier as set forth in Section 5.1(b) above, shall increase, effective January 1, 2003, to two and fifty-four one-hundredths percent (2.54%). Effective January 1, 2004, the multiplier shall increase to two and fifty-eight one-hundredths percent (2.58%). Effective January 1, 2005, the multiplier shall increase to two and sixty-two one-hundredths percent (2.62%). Effective January 1, 2006, the multiplier shall increase to two and sixty-seven one-hundredths percent (2.67%).

Section 5.2. Early Retirement Pension:

- a. A Fire Fighter may retire on an Early Retirement Pension on the first day of the month after he has attained age 55, provided he has accrued at least ten (10) years² of Continuous Service and has filed an application for benefits.
- b. This monthly amount of the Early Retirement Pension payable to a Participant on his/her Early Retirement commencement date shall be the amount of his/her Normal Pension reduced by three-tenths of one percent (.3%) for each month in which the commencement of such pension precedes the Participant's sixtieth (60th) birthday, reflecting the commencement of benefit payments prior to a Participant's attaining his/her Normal Retirement Date.

Section 5.3. Compulsory Retirement - A Fire Fighter will not be permitted to work for the City of Groton after he has attained the sixtieth (60th) anniversary of his/her date of birth. If the participant reaches the sixtieth (60th) anniversary of his/her date of birth prior to reaching the standards set forth by the "Normal Retirement" definition, they shall not be subjected to the reduction set forth in the "Early Retirement Pension" (Article V Section 5.2a-b).

ARTICLE VI - DISABILITY PENSION

Section 6.1 A Participant shall be deemed to be Permanently and Totally Disabled within the meaning of the Plan only if the Administrator, in its sole and absolute discretion, shall determine on the basis of medical evidence that the Participant is Permanently and Totally Disabled as described in Section 2.15 hereof.

Section 6.2 Participants applying for Disability Retirement shall be required to submit to examination at the expense of the Administrator by at least two impartial physicians or psychiatrists selected by the Administrator, and such Participant may be required to submit to reexamination no more than once in each 12-month period. If the results of such examination indicate that such Participant retired on account of a disability is no longer disabled, then such Participant may resume employment with the City in the Participant's former position and will receive Credited Service for the period of his Disability Retirement, provided he makes payment

²For new employees hired on or after April 1, 1976.

of the amount that he would have been required to contribute to the Plan during the period of his disability, with Credited Interest.

Section 6.3 Service Connected Disability

- a. A Participant who becomes Permanently and Totally Disabled during the performance of essential duties pertaining to his employment with the City shall be eligible to retire and receive a Service Connected Disability Pension. The amount shall be equal to sixty percent (60%) of the Participant's base salary.
- b. In no event shall payments under this section, together with regular benefits awarded under the Connecticut Workers' Compensation Act, exceed one hundred percent (100%) of the Participant's base salary.

Section 6.4 Non-Service Connected Disability

- a. Any active Participant who has accrued at least ten (10) years of Continuous Service and becomes Permanently and Totally Disabled from causes not relating to this employment with the Employer shall be eligible to retire and receive a Non-Service Connected Disability Pension. The amount shall be equal to forty-five percent (45%) of the Participant's base salary.

Section 6.5 Cessation of Disability - Such disability payments will end immediately before the date the disabled Participant ceases to be Permanently and Totally Disabled by death or recovery.

ARTICLE VII - TERMINATION OF SERVICE; VESTING

Section 7.1. A Participant who terminates his/her employment as a Fire Fighter with the Employer prior to the accrual of at least five (5) years of Continuous Service shall forfeit his/her eligibility for a Retirement Benefit and receive his/her Participant Contributions, including Supplemental Contributions attributable to his/her contributions, if any, with Credited Interest as provided under the applicable provisions of the current or Prior Group Annuity Contract.

Section 7.2 A Participant who has completed at least five (5) years of Continuous Service shall be one hundred percent (100%) fully vested in his/her accrued pension benefit, as determined in accordance with Section 5.1, with benefit payments commencing when the terminated Participant attains his/her sixtieth (60th) birthday. An election may be made by the terminated vested Participant to receive his/her Participant Contributions, including Supplemental Contributions attributable to his/her contributions, if any, with Credited Interest as provided under the applicable provisions of the current or Prior Group Annuity Contract, thereby forfeiting his/her vested rights to all other benefits under this Plan.

Section 7.3. Terminated vested Participants who die before or after retirement shall have as a Death Benefit, as determined in accordance with Section 8.5, namely, the return of his/her contributions and all Supplemental Contributions made on his/her behalf, with Credited Interest, up to his/her date of death or retirement, whichever is earlier, less any Death Benefit payments received.

Section 7.4. A Participant who withdraws or rescinds his/her authorization to make Participant Contributions shall be deemed to have ceased participation and his/her employment shall be terminated as of the date contributions were last collected by the Employer.

ARTICLE VIII - DEATH BENEFITS

Section 8.1. Service Connected:

- a. Upon death of a Participant who dies during the performance of essential duties pertaining to his/her employment as a Fire Fighter, regardless of his/her years of Continuous Service or age, his/her Surviving Spouse shall receive a Death Benefit equal to fifty percent (50%) of the deceased Participant's Final Average Earnings at the date of his/her death, plus an additional ten percent (10%) of such Final Average Earnings for each Dependent Child, subject to an overall maximum of seventy-five percent (75%) of the deceased Participant's Final Average Earnings.
- b. If there is no Surviving Spouse, fifteen percent (15%) of such deceased Participant's Final Average Earnings shall be payable for each Dependent Child, subject to an overall maximum of seventy-five percent (75%) of the deceased Participant's Final Average Earnings.
- c. A deceased Participant's Dependent Parent shall be entitled to a Death Benefit payable to only one such parent equal to fifteen percent (15%) of the deceased Participant's Final Average Earnings, provided no other service connected death benefits become payable.

Section 8.2. The Death Benefit payable in Section 8.1 is subject to a reduction during its compensable period so that the total annual amount, including Workers' Compensation, shall not exceed one hundred percent (100%) of the deceased Participant's Final Average Earnings at the time of his/her death.

Section 8.3. Non-service Connected:

- a. Upon the death of a participant who has completed at least ten (10) years of Continuous Service and whose death is not a result of performing the essential duties of a Fire Fighter, his/her Surviving Spouse shall receive a Death Benefit equal to twenty-five percent (25%) of the deceased Participant's Final Average Earnings at the date of his/her death, plus an additional ten percent (10%) of such Final Average Earnings for each Dependent Child, subject to an overall maximum of fifty percent (50%) of the deceased Participant's Final Average Earnings.
- b. If there is no Surviving Spouse, fifteen percent (15%) of such deceased Participant's Final Average Earnings shall be payable for each Dependent Child, subject to an overall maximum of fifty percent (50%) of the deceased Participant's Final Average Earnings.
- c. A deceased Participant's Dependent Parent shall be entitled to a Death Benefit payable to only one such parent equal to fifteen percent (15%) of the deceased Participant's Final Average Earnings, provided no other non-service death benefits become payable.

Section 8.4. Payment of Benefits:

- a. All Death Benefits described in Section 8.1 and Section 8.3 shall be payable as a monthly life annuity reflecting one-twelfth (1/12th) of the amounts so determined. Benefit payments shall be due and payable to the deceased Participant's dependents on the first day of the calendar month next following the death of the Participant. Benefit payments shall cease with the last monthly payment falling due prior to the death of his/her Surviving Spouse or upon remarriage of such spouse, whichever first occurs.
- b. If payments are being made to a Dependent Child or Children, the last monthly payment shall fall due upon the earlier of the death of the youngest such child or upon the youngest child attaining age of nineteen (19) or twenty-four (24) if a full-time undergraduate student attending an accredited college or university.

Section 8.5. The accumulative Death Benefits payments to the Participant's dependents, as provided in Section 8.1 and Section 7.3, or the Death Benefit paid to the deceased Participant's estate if the Participant does not leave a Surviving Spouse, Dependent Child or Dependent Parent, shall be equal to his/her Participant Contributions, including all Supplemental Contributions made on his/her behalf, if any, with Credited Interest as provided under the provisions of the applicable Prior Group Annuity Contracts, less any Death Benefit payments received.

ARTICLE IX - PAYMENT OF BENEFITS

Section 9.1. The form of Retirement Benefit payable to a Pensioner other than a Terminated vested Participant shall be a fifty percent (50%) Joint and Survivor Annuity with the survivor designated as the Pensioner's Surviving Spouse, or Dependent Child or Children. Monthly Retirement Benefits, determined in accordance with Article V, shall commence on the first day of the month coincident with or next following the approval of the Participant's application for benefits by the Retirement Board and shall continue for the Pensioner's lifetime. The Joint and Survivor Annuity shall also provide for the payment of a Retirement Benefit to the Pensioner's Surviving Spouse, or Dependent Child or Children, an amount equal to fifty percent (50%) of the monthly amount payable to the Pensioner prior to his/her death. Monthly Retirement Benefits shall continue at one-half (1/2) the benefit amount to the Pensioner's Surviving Spouse for the remainder of her life with the last payment due the first day of month in which her death occurs. If the Pensioner is not survived by a Surviving Spouse, payments will be made to a Dependent Child until the earlier of the death of such child or upon the youngest child attaining the age of nineteen (19) or if a full-time undergraduate student at an accredited college or university until the age of twenty-four (24).

Section 9.2 In no event shall the accumulated monthly Retirement Benefits paid to a Pensioner and his/her Surviving Spouse and/or his/her Dependent Child or Children be less than the Participant Contributions, including all Supplemental Contributions made on his/her behalf, if any, with Credited Interest as provided under the provisions of the applicable Prior Group Annuity Contract, determined as of the Pensioner's actual retirement date. The amount of Participant Contributions and Supplemental Contributions, if any, with Credited Interest, which exceed accumulated monthly Retirement benefits paid, shall be payable to the estate of the last recipient of such monthly Retirement Benefits.

ARTICLE X - FUNDING

Section 10.1. Contributions of the Employer:

- a. The Retirement Board shall, at least once every three years, be required to have an actuarial valuation by an actuary of the assets and liabilities of Retirement Plan and of the required contributions from the Employer which, in addition to contributions of the Participants, will be adequate to finance the benefits under the Retirement Plan.
- b. On the basis of each such valuation, the Employer shall pay each year to the Retirement Board an amount which will meet the actuarial cost of current service and, until it is amortized, the unfunded accrued liability. The annual appropriation by the Employer for each of the forty (40) plan years, beginning January 1, 1976, shall be the sum of the normal cost for the year and the annual payment that would be required on a level basis to amortize the unfunded accrued liability over forty (40) years from January 1, 1976. The appropriation for each plan year thereafter shall be the normal cost for the year. Any proposal which will change the benefits payable or Participant Contributions required under the Retirement Plan shall be accompanied by an estimate by the actuary of the additional appropriations by the Employer which will be required to finance the additional normal cost and to amortize on a level basis the additional accrued liability over forty (40) years from the effective date of the change.

Section 10.2. No part of the funds held under this Plan shall be used for or diverted to purposes other than for the exclusive benefit of Participants, their spouses or their dependents as heretofore described, prior to the satisfaction of all liabilities hereunder with respect to them. Also, no person shall have any interest in nor right to any of the funds contributed to or held under this Plan, except as expressly provided in this Plan and the Group Annuity Contract, and then only to the extent that such funds have been contributed by the Employer.

ARTICLE XI - ADMINISTRATION

Section 11.1. This Plan shall be administered by the Retirement Board which shall report annually to the Mayor and Council setting forth the financial status of the Plan. All decisions of the Board, with respect to the administration of the Plan, shall be conclusive, binding and consistent in all respects with the intent and purposes of this Plan. If there shall arise any misunderstanding or ambiguity concerning the meaning of any of the provisions of this Plan, the Retirement Board shall have the sole right to construe such provisions and the Retirement Board's decision shall be final. The Retirement Board may establish such rules and regulations supplementing this Plan as it considers desirable.

ARTICLE XII - AMENDMENT

Section 12.1. This Plan is established and maintained for the exclusive benefit of Participants of the Employer and their dependents. Subject to this limitation, any provision of this Plan may be amended by the Employer at any time if, with respect to payments resulting from Retirement Benefits provided before the effective date of the amendment, the amendment does not reduce the amount of any payment or the term of monthly payments, or delay the due date of any payment.

Section 12.2. Any provision of this Plan may be amended in any respect, without regard to the limitation of Section 11.1, if the amendment is required for qualification under income tax law or necessary for this Plan to meet the requirements of any other applicable law. Neither the consent of the Participant nor that of any other recipient is required for any amendment to this Plan.

ARTICLE XIII - GENERAL INFORMATION

Section 13.1. An application for a Retirement Benefit must be made in writing on a form and in a manner prescribed by the Retirement Board and shall be filed with the Retirement Board at least two (2) months in advance of the month for which benefits are first payable.

Section 13.2. A single sum payment in an actuarially equivalent amount may be made in lieu of monthly payments if the amount of each monthly Retirement Benefit payment would be less than \$20.00.

Section 13.3. No person entitled to benefits under this Plan may sell, assign, discount or pledge as collateral for a loan or as a security for the performance of an obligation or for any other purpose any payment due to him. If the recipient of any payment is a minor or an incompetent person, payment may be made to the person, or persons, caring for or supporting such recipient in full discharge of all obligations, as determined by the Retirement Board.

Section 13.4. Inclusion in this Plan shall not be construed as giving any Participant the right to be retained in the service of the Employer without its consent, nor shall it interfere with the right of the Employer to discharge the Participant, nor shall it give the Participant any right, claim or interest in any benefits herein described, except as provided by the Participant Contributions and his/her Supplemental Contributions, if any, with Credited Interest prior to fulfillment of the provisions and requirements of this Plan.

ARTICLE XIV - DURATION

Section 14.1. Regardless of any other agreement or past practice, it is understood and agreed that the pension plan, as amended, is hereby incorporated and made part of the Collective Bargaining Agreement (July 1, 2021 – June 30, 2025) (“cba”) between the City and the Union, and shall expire at the same as the cba.

SIGNATURE PAGE

In witness whereof, the parties have caused their names to be signed this ____ day of August, 2016

FOR THE CITY OF GROTON

WITNESS

KEITH HEDRICK
MAYOR

FOR THE UNION

WITNESS

DANIEL TOMPKINS
PRESIDENT, LOCAL 1964, IAFF

APPENDIX E - TRANSITIONAL / LIGHT WORK

The following activities may be considered for transitional work or light duty work for Fire Department employees, upon approval by the Fire Chief and/or his/her designee:

Inventory equipment, spare parts, etc.

Answer telephones.

Maintain, clean and repair equipment and spare parts.

Perform station housekeeping/maintenance.

Assist/participate in training.

Present public safety talks in schools.

Assist in fire marshal's office.

Conduct building surveys.

Perform other appropriate clerical tasks.

Act as Chief's aide.

Modified tasks within the employee's permanent position description in compliance with medical restrictions of a treating physician.

APPENDIX F OSHA RESPIRATOR MEDICAL EVALUATION QUESTIONNAIRE

(APPENDIX C TO OSHA SECTION 1910.134)

NOTE: This form is current as of August 2014, but may be amended from time to time.

To the Employer: Answers to questions in Section 1, and to question 9 in Section 2 of Part A, do not require a medical examination.

To the employee: Your employer must allow you to answer this questionnaire during normal working hours, or at a time and place that is convenient to you. To maintain your confidentiality, your employer or supervisor must not look at or review your answers, and your employer must tell you how to deliver or send this questionnaire to the health care professional who will review it.

Part A. Section 1. (Mandatory) The following information must be provided by every employee who has been selected to use any type of respirator (please print).

1. Today's date: _____
2. Your name: _____
3. Your age (to nearest year): _____
4. Sex (circle one): Male/Female
5. Your height: _____ ft. _____ in.
6. Your weight: _____ lbs.
7. Your job title: _____
8. A phone number where you can be reached by the health care professional who reviews this questionnaire (include the Area Code): _____
9. The best time to phone you at this number: _____
10. Has your employer told you how to contact the health care professional who will review this questionnaire (circle one): Yes/No
11. Check the type of respirator you will use (you can check more than one category):
 - a. _____ N, R, or P disposable respirator (filter-mask, non-cartridge type only).
 - b. _____ Other type (for example, half- or full-facepiece type, powered-air purifying, supplied-air, self-contained breathing apparatus).

12. Have you worn a respirator (circle one): Yes/No

If "yes," what type(s): _____

Part A. Section 2. (Mandatory) Questions 1 through 9 below must be answered by every employee who has been selected to use any type of respirator (please circle "yes" or "no").

1. Do you *currently* smoke tobacco, or have you smoked tobacco in the last month: Yes/No

2. Have you *ever had* any of the following conditions?

a. Seizures: Yes/No

b. Diabetes (sugar disease): Yes/No

c. Allergic reactions that interfere with your breathing: Yes/No

d. Claustrophobia (fear of closed-in places): Yes/No

e. Trouble smelling odors: Yes/No

3. Have you *ever had* any of the following pulmonary or lung problems?

a. Asbestosis: Yes/No

b. Asthma: Yes/No

c. Chronic bronchitis: Yes/No

d. Emphysema: Yes/No

e. Pneumonia: Yes/No

f. Tuberculosis: Yes/No

g. Silicosis: Yes/No

h. Pneumothorax (collapsed lung): Yes/No

i. Lung cancer: Yes/No

j. Broken ribs: Yes/No

k. Any chest injuries or surgeries: Yes/No

l. Any other lung problem that you've been told about: Yes/No

4. Do you *currently* have any of the following symptoms of pulmonary or lung illness?
- a. Shortness of breath: Yes/No
 - b. Shortness of breath when walking fast on level ground or walking up a slight hill or incline: Yes/No
 - c. Shortness of breath when walking with other people at an ordinary pace on level ground: Yes/No
 - d. Have to stop for breath when walking at your own pace on level ground: Yes/No
 - e. Shortness of breath when washing or dressing yourself: Yes/No
 - f. Shortness of breath that interferes with your job: Yes/No
 - g. Coughing that produces phlegm (thick sputum): Yes/No
 - h. Coughing that wakes you early in the morning: Yes/No
 - i. Coughing that occurs mostly when you are lying down: Yes/No
 - j. Coughing up blood in the last month: Yes/No
 - k. Wheezing: Yes/No
 - l. Wheezing that interferes with your job: Yes/No
 - m. Chest pain when you breathe deeply: Yes/No
 - n. Any other symptoms that you think may be related to lung problems: Yes/No
5. Have you *ever had* any of the following cardiovascular or heart problems?
- a. Heart attack: Yes/No
 - b. Stroke: Yes/No
 - c. Angina: Yes/No
 - d. Heart failure: Yes/No
 - e. Swelling in your legs or feet (not caused by walking): Yes/No
 - f. Heart arrhythmia (heart beating irregularly): Yes/No
 - g. High blood pressure: Yes/No

- h. Any other heart problem that you've been told about: Yes/No
6. Have you *ever had* any of the following cardiovascular or heart symptoms?
- a. Frequent pain or tightness in your chest: Yes/No
 - b. Pain or tightness in your chest during physical activity: Yes/No
 - c. Pain or tightness in your chest that interferes with your job: Yes/No
 - d. In the past two years, have you noticed your heart skipping or missing a beat:
Yes/No
 - e. Heartburn or indigestion that is not related to eating: Yes/No
 - d. Any other symptoms that you think may be related to heart or circulation problems:
Yes/No
7. Do you *currently* take medication for any of the following problems?
- a. Breathing or lung problems: Yes/No
 - b. Heart trouble: Yes/No
 - c. Blood pressure: Yes/No
 - d. Seizures: Yes/No
8. If you've used a respirator, have you *ever had* any of the following problems? (If you've never used a respirator, check the following space and go to question 9:)
- a. Eye irritation: Yes/No
 - b. Skin allergies or rashes: Yes/No
 - c. Anxiety: Yes/No
 - d. General weakness or fatigue: Yes/No
 - e. Any other problem that interferes with your use of a respirator: Yes/No
9. Would you like to talk to the health care professional who will review this questionnaire about your answers to this questionnaire: Yes/No

Questions 10 to 15 below must be answered by every employee who has been selected to use either a full-face piece respirator or a self-contained breathing apparatus (SCBA). For employees who have been selected to use other types of respirators, answering these questions is voluntary.

10. Have you *ever lost* vision in either eye (temporarily or permanently): Yes/No
11. Do you *currently* have any of the following vision problems?
 - a. Wear contact lenses: Yes/No
 - b. Wear glasses: Yes/No
 - c. Color blind: Yes/No
 - d. Any other eye or vision problem: Yes/No
12. Have you *ever had* an injury to your ears, including a broken ear drum: Yes/No
13. Do you *currently* have any of the following hearing problems?
 - a. Difficulty hearing: Yes/No
 - b. Wear a hearing aid: Yes/No
 - c. Any other hearing or ear problem: Yes/No
14. Have you *ever had* a back injury: Yes/No
15. Do you *currently* have any of the following musculoskeletal problems?
 - a. Weakness in any of your arms, hands, legs, or feet: Yes/No
 - b. Back pain: Yes/No
 - c. Difficulty fully moving your arms and legs: Yes/No
 - d. Pain or stiffness when you lean forward or backward at the waist: Yes/No
 - e. Difficulty fully moving your head up or down: Yes/No
 - f. Difficulty fully moving your head side to side: Yes/No
 - g. Difficulty bending at your knees: Yes/No
 - h. Difficulty squatting to the ground: Yes/No
 - i. Climbing a flight of stairs or a ladder carrying more than 25 lbs: Yes/No
 - j. Any other muscle or skeletal problem that interferes with using a respirator: Yes/No

Part B Any of the following questions, and other questions not listed, may be added to the

questionnaire at the discretion of the health care professional who will review the questionnaire.

1. In your present job, are you working at high altitudes (over 5,000 feet) or in a place that has lower than normal amounts of oxygen: Yes/No

If “yes,” do you have feelings of dizziness, shortness of breath, pounding in your chest, or other symptoms when you're working under these conditions: Yes/No

2. At work or at home, have you ever been exposed to hazardous solvents, hazardous airborne chemicals (e.g., gases, fumes, or dust), or have you come into skin contact with hazardous chemicals: Yes/No

If “yes,” name the chemicals if you know them: _____

3. Have you ever worked with any of the materials, or under any of the conditions, listed below:

- a. Asbestos: Yes/No
- b. Silica (e.g., in sandblasting): Yes/No
- c. Tungsten/cobalt (e.g., grinding or welding this material): Yes/No
- d. Beryllium: Yes/No
- e. Aluminum: Yes/No
- f. Coal (for example, mining): Yes/No
- g. Iron: Yes/No
- h. Tin: Yes/No
- i. Dusty environments: Yes/No

If “yes,” describe these exposures: _____

4. List any second jobs or side businesses you have: _____

5. List your previous occupations: _____

6. List your current and previous hobbies: _____

7. Have you been in the military services? Yes/No

If “yes,” were you exposed to biological or chemical agents (either in training or combat):
Yes/No

8. Have you ever worked on a HAZMAT team? Yes/No

9. Other than medications for breathing and lung problems, heart trouble, blood pressure, and seizures mentioned earlier in this questionnaire, are you taking any other medications for any reason (including over-the-counter medications): Yes/No

If “yes,” name the medications if you know them: _____

10. Will you be using any of the following items with your respirator(s)?

a. HEPA Filters: Yes/No

b. Canisters (for example, gas masks): Yes/No

c. Cartridges: Yes/No

11. How often are you expected to use the respirator(s) (circle “yes” or “no” for all answers that apply to you)?:

a. Escape only (no rescue): Yes/No

b. Emergency rescue only: Yes/No

c. Less than 5 hours *per week*: Yes/No

d. Less than 2 hours *per day*: Yes/No

e. 2 to 4 hours per day: Yes/No

f. Over 4 hours per day: Yes/No

12. During the period you are using the respirator(s), is your work effort:

a. *Light* (less than 200 kcal per hour): Yes/No

If “yes,” how long does this period last during the average
shift: _____ hrs. _____ mins.

Examples of a light work effort are *sitting* while writing, typing, drafting, or performing light assembly work; or *standing* while operating a drill press (1-3 lbs.) or controlling machines.

b. *Moderate* (200 to 350 kcal per hour): Yes/No

If "yes," how long does this period last during the average shift: _____ hrs. _____ mins.

Examples of moderate work effort are *sitting* while nailing or filing; *driving* a truck or bus in urban traffic; *standing* while drilling, nailing, performing assembly work, or transferring a moderate load (about 35 lbs.) at trunk level; *walking* on a level surface about 2 mph or down a 5-degree grade about 3 mph; or *pushing* a wheelbarrow with a heavy load (about 100 lbs.) on a level surface. c. *Heavy* (above 350 kcal per hour): Yes/No

If "yes," how long does this period last during the average shift: _____ hrs. _____ mins.

Examples of heavy work are *lifting* a heavy load (about 50 lbs.) from the floor to your waist or shoulder; working on a loading dock; *shoveling*; *standing* while bricklaying or chipping castings; *walking* up an 8-degree grade about 2 mph; climbing stairs with a heavy load (about 50 lbs.).

13. Will you be wearing protective clothing and/or equipment (other than the respirator) when you're using your respirator: Yes/No

If "yes," describe this protective clothing and/or equipment: _____

14. Will you be working under hot conditions (temperature exceeding 77 deg. F): Yes/No

15. Will you be working under humid conditions: Yes/No

16. Describe the work you'll be doing while you're using your respirator(s):

17. Describe any special or hazardous conditions you might encounter when you're using your respirator(s) (for example, confined spaces, life-threatening gases):

18. Provide the following information, if you know it, for each toxic substance that you'll be exposed to when you're using your respirator(s):

Name of the first toxic substance: _____

Estimated maximum exposure level per shift: _____

Duration of exposure per shift: _____

Name of the second toxic substance: _____

Estimated maximum exposure level per shift: _____

Duration of exposure per shift: _____

Name of the third toxic substance: _____

Estimated maximum exposure level per shift: _____

Duration of exposure per shift: _____

The name of any other toxic substances that you'll be exposed to while using your respirator:

19. Describe any special responsibilities you'll have while using your respirator(s) that may affect the safety and well-being of others (for example, rescue, security):

APPENDIX G PERFORMANCE EVALUATION REPORT FOR FIRE FIGHTER

Employee:

Title: Fire Fighter

Evaluator:

Date Reviewed with Employee:

Dates Covered by Evaluation:

INTRODUCTION AND SCORING KEY

The purposes of this evaluation are to identify the employee's current **level** of performance; to provide objective and constructive comments regarding the employee's performance for the current evaluation period; to outline goals and areas for improvement for the next evaluation period and steps to progress towards the goals; and to outline the employee's future goals beyond the next evaluation period and steps to progress towards those goals. This evaluation is a review of performance, a coaching tool to improve performance where necessary and an opportunity to collaboratively identify future, professional employee goals and steps to achieve those goals.

Firefighter/EMTs are expected to perform, at a **minimum** at the level of a Score of 2 in each item, as these categories are derived from the job description for this position. The Score reflects the individual's actual performance in each listed function or item during the current evaluation period.

In any instance of a Score of N/A, 0 or 1, the Evaluator **must** provide explanatory comments. In any instance of a Score of 2, 3 or 4, the Evaluator is **encouraged**, but not required, to provide explanatory comments.

Where relevant and appropriate, this evaluation and accompanying employee rebuttal comments, if any, may be considered in determining future employment actions, such as promotions and/or discipline.

Description	Score
Exceeds expectations: Employee's performance exceeds job expectations in virtually all instances.	4
Meets/Exceeds expectations: Employee's performance meets defined job expectations and in many instances, exceeds job expectations.	3
Meets expectations: Employee's performance meets defined job expectations and is at the level expected for employees doing this job.	2
Partially satisfies expectations: Employee's performance meets some of the job expectations, but does not fully meet the remainder. Improvement is needed to fully meet expectations.	1
Fails to meet expectations: Employee's performance generally fails to meet the expectations as defined.	0
Not applicable: For legitimate/accepted reasons to be identified by Evaluator, employee was not required to perform a particular item/task during the evaluation period, and as a result cannot be scored.	N/A

PERFORMANCE EVALUATION REPORT FOR FIRE FIGHTER

SECTION I: PERFORMANCE

COMPETENCIES: ESSENTIAL DUTIES AND RESPONSIBILITIES

— The Fire Fighter successfully completes the Essential Duties and Responsibilities as described in Appendix C – JOB CLASSIFICATION / POSITION DESCRIPTIONS: Fire Fighter of the Collective Bargaining Agreement.

Comments:

Recommendations / Requirements:

Future Goal or Objective:

COMPETENCIES: PERIPHERAL DUTIES

— The Fire Fighter can successfully perform the Peripheral Duties as described in Appendix C – JOB CLASSIFICATION / POSITION DESCRIPTIONS: Fire Fighter of the Collective Bargaining Agreement.

Comments:

Recommendations / Requirements:

Future Goal or Objective:

COMPETENCIES: EDUCATION, LICENSING, CERTIFICATION AND EXPERIENCE

— The Fire Fighter has successfully achieved and maintained the Education, Licensing, Certification and Experience as described in Appendix C – JOB CLASSIFICATION / POSITION DESCRIPTIONS: Fire Fighter of the Collective Bargaining Agreement.

Comments:

Recommendations / Requirements:

Future Goal or Objective:

PERFORMANCE EVALUATION REPORT FOR FIRE FIGHTER

COMPETENCIES: KNOWLEDGE, SKILLS AND ABILITIES and PUBLIC CONTACT

— The Fire Fighter can successfully fulfill the Knowledge, Skills and Abilities and Responsibility for Public Contact as described in Appendix C – JOB CLASSIFICATION / POSITION DESCRIPTIONS: Fire Fighter of the Collective Bargaining Agreement.

Comments:

Recommendations / Requirements:

Future Goal or Objective:

COMPETENCIES: TOOLS AND EQUIPMENT

— The Fire Fighter can utilize appropriate Tools and Equipment as described in Appendix C – JOB CLASSIFICATION / POSITION DESCRIPTIONS: Fire Fighter of the Collective Bargaining Agreement.

Comments:

Recommendations / Requirements:

Future Goal or Objective:

COMPETENCIES: APPEARANCE

— The Fire Fighter can successfully display the Appropriate Appearance as described in Fire Department Policies and Procedures.

Comments:

Recommendations / Requirements:

Future Goal or Objective:

COMPETENCIES: LEADERSHIP SKILLS

— The Fire Fighter can utilize Leadership Skills which are commensurate with their level of responsibility.

Comments:

PERFORMANCE EVALUATION REPORT FOR FIRE FIGHTER

Recommendations / Requirements:

Future Goal or Objective

SECTION II: GOALS

CATEGORY 1: SHORT TERM GOALS (NEXT 12 MONTHS)

For the next evaluation period, state briefly your Specific, Measurable, Achievable, Realistic and Timely goals for professional self-improvement and the necessary steps to meet those goals. These goals and steps must be agreed upon by both the Battalion Chief and Firefighter. Future Goals and Objectives, as recognized, should be sorted into Short or Long Term Goals A minimum of three (3) goals are required, with up to a maximum of six (6) goals identified.

1. Goal:
Steps to Achieve Goal:

2. Goal:
Steps to Achieve Goal:

3. Goal:
Steps to Achieve Goal:

4. Goal:
Steps to Achieve Goal:

5. Goal:
Steps to Achieve Goal:

6. Goal:
Steps to Achieve Goal:

PERFORMANCE EVALUATION REPORT FOR FIRE FIGHTER

CATEGORY 2: LONGER TERM AND FUTURE PROFESSIONAL/CAREER GOALS (BEYOND THE NEXT EVALUATION PERIOD)

State briefly your longer-term and professional work accomplishment goals for beyond the next twelve (12) months. A minimum of one (1) goal is required, with up to a maximum of three (3) goals identified.

1. Goal:

Steps to Achieve Goal:

2. Goal:

Steps to Achieve Goal:

3. Goal:

Steps to Achieve Goal:

PERFORMANCE EVALUATION REPORT FOR FIRE FIGHTER

EVALUATION PROCEDURE AND ENDORSEMENT

It is expected that the Chief and/or Deputy Chief will discuss the Firefighter's performance with the Battalion Chief in advance of the Battalion Chief's completion of the draft evaluation form. The Chief and Deputy Chief will review and then submit the form to the Human Resources Director for general comment prior to the Battalion Chief reviewing the evaluation with the employee. Short and longer-term goals will be discussed between the Battalion Chief and Firefighter and incorporated into the evaluation form. The Chief and/or Deputy Chief must review the completed evaluation and state his/her concurrence or non-concurrence. Non-concurrence **must** be accompanied by written explanation, and may, for example, be positive, negative, express more detail and/or identify the need for the evaluator to provide more detail. Upon completion of the evaluation internally with the Fire Department, the final form will be submitted to the Human Resources Director for inclusion in the Firefighter's personnel file.

The Firefighter/EMT has the right to submit a written rebuttal to the evaluation within thirty (30) days to the Battalion Chief. Rebuttal comments will be considered by the Battalion Chief, along with the Chief and/or Deputy Chief, and modifications, if any, made to the evaluation where deemed appropriate by the Chief and/or Deputy Chief. After review by the Battalion Chief, Chief and/or Deputy Chief, the written rebuttal shall be forwarded to the Human Resources Director for attachment to the original evaluation form and inclusion in the Firefighter's personnel file.

EMPLOYEE SIGNATURE

DATE

BATTALION CHIEF SIGNATURE

DATE

FIRE CHIEF/DEPUTY FIRE CHIEF

DATE

Comments:

HUMAN RESOURCES DIRECTOR

DATE

The evaluation report, and any accompanying employee rebuttal, will be retained in the employee's personnel file.

PERFORMANCE EVALUATION REPORT FOR BATTALION CHIEF/DEPUTY FIRE MARSHAL

Employee: _____ **Title:** Battalion Chief/Deputy Fire Marshal

Evaluator: _____ **Date Reviewed with Employee:** _____

Dates Covered by Evaluation: _____

INTRODUCTION AND SCORING KEY

The purposes of this evaluation are to identify the employee’s current **level** of performance; to provide objective and constructive comments regarding the employee’s performance for the current evaluation period; to outline goals and areas for improvement for the next evaluation period and steps to progress towards the goals; and to outline the employee’s future goals beyond the next evaluation period and steps to progress towards those goals. This evaluation is a review of performance, a coaching tool to improve performance where necessary and an opportunity to collaboratively identify future, professional employee goals and steps to achieve those goals.

Firefighter/EMTs are expected to perform, at a **minimum** at the level of a Score of 2 in each item, as these categories are derived from the job description for this position. The Score reflects the individual’s actual performance in each listed function or item during the current evaluation period.

In any instance of a Score of N/A, 0 or 1, the Evaluator **must** provide explanatory comments. In any instance of a Score of 2, 3 or 4, the Evaluator is **encouraged**, but not required, to provide explanatory comments.

Where relevant and appropriate, this evaluation and accompanying employee rebuttal comments, if any, may be considered in determining future employment actions, such as promotions and/or discipline.

Description	Score
Exceeds expectations: Employee’s performance exceeds job expectations in virtually all instances.	4
Meets/Exceeds expectations: Employee’s performance meets defined job expectations and in many instances, exceeds job expectations.	3
Meets expectations: Employee’s performance meets defined job expectations and is at the level expected for employees doing this job.	2
Partially satisfies expectations: Employee’s performance meets some of the job expectations, but does not fully meet the remainder. Improvement is needed to fully meet expectations.	1
Fails to meet expectations: Employee’s performance generally fails to meet the expectations as defined.	0
Not applicable: For legitimate/accepted reasons to be identified by Evaluator, employee was not required to perform a particular item/task during the evaluation period, and as a result cannot be scored.	N/A

**PERFORMANCE EVALUATION REPORT FOR BATTALION CHIEF/DEPUTY FIRE
MARSHAL**

SECTION I: PERFORMANCE

COMPETENCIES: ESSENTIAL DUTIES AND RESPONSIBILITIES

— The Battalion Chief successfully completes the *Essential Duties and Responsibilities* as described in Appendix C – JOB CLASSIFICATIONS / POSITION DESCRIPTIONS: Battalion Chief of the Collective Bargaining Agreement.

Comments:

Recommendations / Requirements:

Future Goal or Objective:

COMPETENCIES: SUPERVISORY RESPONSIBILITIES

— The Battalion Chief successfully completes the *Supervisory Responsibilities* as described in Appendix C – JOB CLASSIFICATION / POSITION DESCRIPTIONS: Battalion Chief of the Collective Bargaining Agreement.

Comments:

Recommendations / Requirements:

Future Goal or Objective:

COMPETENCIES: KNOWLEDGE, SKILLS AND ABILITIES and PUBLIC CONTACT

— The Battalion Chief can successfully fulfill the *Knowledge, Skills and Abilities* and *Responsibility for Public Contact* as described in Appendix C – JOB CLASSIFICATION / POSITION DESCRIPTIONS: Battalion Chief of the Collective Bargaining Agreement.

Comments:

Recommendations / Requirements:

PERFORMANCE EVALUATION REPORT FOR BATTALION CHIEF/DEPUTY FIRE MARSHAL

Future Goal or Objective:

COMPETENCIES: PERIPHERAL DUTIES

— The Battalion Chief can successfully perform the Peripheral Duties as described in Appendix C – JOB CLASSIFICATION / POSITION DESCRIPTIONS: Battalion Chief of the Collective Bargaining Agreement.

Comments:

Recommendations / Requirements:

Future Goal or Objective:

COMPETENCIES: MINIMUM QUALIFICATIONS

— The Battalion Chief has achieved and maintains the *Minimum Qualifications* as described in Appendix C – JOB CLASSIFICATION / POSITION DESCRIPTIONS: Battalion Chief of the Collective Bargaining Agreement.

Comments:

Recommendations / Requirements:

Future Goal or Objective:

COMPETENCIES: TOOLS AND EQUIPMENT

— The Battalion Chief can utilize appropriate *Tools and Equipment* as described in Appendix C – JOB CLASSIFICATION / POSITION DESCRIPTIONS: Battalion Chief of the Collective Bargaining Agreement.

Comments:

Recommendations / Requirements:

Future Goal or Objective:

**PERFORMANCE EVALUATION REPORT FOR BATTALION CHIEF/DEPUTY FIRE
MARSHAL**

COMPETENCIES: APPEARANCE

— The Battalion Chief can successfully display the Appropriate Appearance as described in Fire Department Policies and Procedures

Comments:

Recommendations / Requirements:

Future Goal or Objective:

COMPETENCIES: LEADERSHIP SKILLS

— The Battalion Chief can utilize Leadership Skills which are commensurate with their level of responsibility.

Comments:

Recommendations / Requirements:

Future Goal or Objective:

**PERFORMANCE EVALUATION REPORT FOR BATTALION CHIEF/DEPUTY FIRE
MARSHAL**

SECTION II: GOALS

CATEGORY 1: SHORT TERM GOALS (NEXT 12 MONTHS)

For the next evaluation period, state briefly your Specific, Measurable, Achievable, Realistic and Timely goals for professional self-improvement and the necessary steps to meet those goals. These goals and steps must be agreed upon by both the Chief and Deputy Chief. A minimum of three (3) goals are required, with up to a maximum of six (6) goals identified.

1. Goal:

Steps to Achieve Goal:

2. Goal:

Steps to Achieve Goal:

3. Goal:

Steps to Achieve Goal:

4. Goal:

Steps to Achieve Goal:

5. Goal:

Steps to Achieve Goal:

6. Goal:

Steps to Achieve Goal:

**PERFORMANCE EVALUATION REPORT FOR BATTALION CHIEF/DEPUTY FIRE
MARSHAL**

***CATEGORY 2: LONGER TERM AND FUTURE PROFESSIONAL/CAREER GOALS (BEYOND
THE NEXT EVALUATION PERIOD)***

State briefly your longer-term and professional work accomplishment goals for beyond the next twelve (12) months. A minimum of one (1) goal is required, with up to a maximum of three (3) goals identified.

1. Goal:

Steps to Achieve Goal:

2. Goal:

Steps to Achieve Goal:

3. Goal:

Steps to Achieve Goal:

PERFORMANCE EVALUATION REPORT FOR BATTALION CHIEF/DEPUTY FIRE MARSHAL

EVALUATION PROCEDURE AND ENDORSEMENT

It is expected that the Deputy Chief will discuss the Battalion Chief's performance with the Chief in advance of the completion of the draft evaluation form. The Chief will review and then submit the form to the Human Resources Director for general comment prior to the Deputy Chief reviewing the evaluation with the employee. Short and longer-term goals will be discussed between the Deputy Chief and Battalion Chief and incorporated into the evaluation form. The Chief must review the completed evaluation and state his/her concurrence or non-concurrence. Non-concurrence **must** be accompanied by written explanation, and may, for example, be positive, negative, express more detail and/or identify the need for the evaluator to provide more detail. Upon completion of the evaluation internally with the Fire Department, the final form will be submitted to the Human Resources Director for inclusion in the Battalion Chief's personnel file.

The Battalion Chief has the right to submit a written rebuttal to the evaluation within thirty (30) days to the Deputy Chief. Rebuttal comments will be considered by the Deputy Chief, along with the Chief, and modifications, if any, made to the evaluation where deemed appropriate by the Chief and/or Deputy Chief. After review by the Chief and/or Deputy Chief, the written rebuttal shall be forwarded to the Human Resources Director for attachment to the original evaluation form and inclusion in the Battalion Chief's personnel file.

EMPLOYEE SIGNATURE

DATE

DEPUTY FIRE CHIEF SIGNATURE

DATE

FIRE CHIEF SIGNATURE

DATE

Comments:

HUMAN RESOURCES DIRECTOR

DATE

The evaluation report, and any accompanying employee rebuttal, will be retained in the employee's personnel file.