

AGREEMENT

-between-

THE CITY OF WATERBURY, CONNECTICUT

-and-

LOCAL 1339, IAFF AFL-CIO

FIREFIGHTER UNIT

2021-2025

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PREAMBLE

¶1. The primary purpose of any Municipal Government is to guard, protect, foster and promote the welfare of the community. An indispensable arm of any municipal government-- in its attempt to attain the aforesaid primary purpose--is its Fire Department.

¶2. NOW THEREFORE, this Agreement is made effective as of the first day of July 2021, unless a different effective date for any specific provision or Section of this Agreement is specifically prescribed in that Section, and this Agreement is made by and between respectively, the CITY OF WATERBURY, CONNECTICUT, (hereinafter referred to as the City), and LOCAL 1339, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, (hereinafter known as the Union), in order to maintain and promote a harmonious relationship between the City and such of its employees who are within the provisions of this Agreement so that efficient and progressive public service, in the field of fire prevention and firefighting, may be rendered.

ARTICLE I RECOGNITION

¶3. **Section 1.** The City hereby recognizes the Union as the sole and exclusive bargaining agent for all full-time regular uniformed and investigatory employees of the Waterbury Fire Department, for the purposes of collective bargaining with respect to wages, hours and other conditions of employment. The term "employees or employee" as used in this Agreement shall refer only to those personnel who occupy positions whose job specifications required that the work be performed by uniformed and/or investigatory members of the Waterbury Fire Department and who are covered by the bargaining unit referred to herein; which bargaining unit, the parties agree, does not include the following positions and/or classifications: Fire Chief (otherwise known as Chief Engineer), Assistant Fire Chief(s), administrative personnel in the Fire Chief's office who are neither uniformed nor investigatory, clerical personnel in the Fire Chief's office, clerical personnel in the Fire Marshal's office, and also excluding other personnel of the Fire Department who are not engaged in fire fighting, investigatory, training, communications, or Emergency Medical Services. The parties further agree that any position-classification, above the rank, pay or classification of Executive Officer, which may be created subsequent to the effective date of this Agreement shall not be included within the bargaining unit.

¶4. The parties have agreed that the following functional positions, heretofore occupied by bargaining unit personnel shall be treated as follows:

¶5. (a) Stockroom Clerk - Engine #4: The work performed prior to July 1, 1977, by the then occupant of this position shall be continued to be performed for the duration of this Agreement by the Officer-In-Charge, or by the Acting Officer, or by the designee of either, of Engine #4 as a special assignment as detailed and enumerated in Article XXVI (Special Assignment) hereof.

- ¶6. **Section 2.** Definition - The following definitions are applicable to this Agreement:
- ¶7. (a) The phrase “full-time regular employees” means those employees who are uniformed and/or investigatory members of the Fire Department and who are regularly scheduled to work 20 or more hours per week;
- ¶8. (b) The word “parties” shall be defined to mean, unless the context clearly indicates otherwise, the City and the Union;
- ¶9. (c) The term “in pay status” as used in this Agreement shall be defined to embrace the following situation: An employee who is receiving compensation (e.g., wages or vacation pay or paid sick leave or other paid leaves) from the City;
- ¶10. (d) WECC means Waterbury Emergency Communications Center.
- ¶11. (e) BAMS means Bureau of Automotive Maintenance and Service.
- ¶12. **Section 3.** The Union as an organization and the individual members acknowledge that each employee of the Department has a responsibility to the Department, the Officers and the City which requires loyalty to the Department, respect for the authority of the Officers, and the professional fire prevention and firefighting service to the City.
- ¶13. **Section 4.** The parties further agree that any member promoted to the rank-classification of Fire Chief (a.k.a. Chief Engineer), Assistant Fire Chief, or any rank-classification above the rank-classification of Executive Officer may, if he and the City so agree, receive the pension benefits prescribed by, and his/her pension contribution will be governed by Article XXXIII (Pensions) hereof.

ARTICLE II UNION SECURITY

- ¶14. **Section 1.** All members of the Union on the effective date of this Agreement or who thereafter become members of the Union shall remain members of the Union unless or until they notice the City that they request a change in membership status. Said requested change must be in writing and must be requested between July 1 and August 31 to be effective. The member requesting change shall notify the Union in writing.
- ¶15. **Section 2.** The City agrees to deduct from the paycheck of each employee who signs an authorization payroll deduction card a sum certified in proper form in writing by the local Secretary, or other authorized officials of the Union, to be Union dues. Such authorization shall be for subject to Section 1 above..
- ¶16. **Section 3.** These deductions will be made on the regular payday as specified by the City.

- ¶17. **Section 4.** In the event an employee received no pay on the pay day on which Union dues deductions is scheduled to be made, no such deduction shall be made for that week.
- ¶18. **Section 5.** The Union agrees to defend the City and hold the City harmless as a result of any action the City is required to take as a result of any written notice given it by the Union pursuant to this Article or from any claim or action of any employee or group of employees resulting from the City's failing to make or making the deductions covered by this Article. .
- ¶19. **Section 6.** Within ninety (90) days subsequent to date of execution of this Agreement, or issuance of an interest arbitration decision, the City will give each present employee and each new employee, when he is hired, a copy of this Agreement, and Department Rules and Regulations.

ARTICLE III **BULLETIN BOARDS**

- ¶20. **Section 1.** The City shall permit the Union to use designated bulletin boards located in the respective fire houses for the posting of notices concerning Union business and activities.
- ¶21. **Section 2.** All such notices shall be authorized by the President or other Union officials.
- ¶22. **Section 3.** All such notices shall be submitted to the Chief of the Department or his/her designated representative prior to such posting. No offensive, scandalous or derogatory material shall be posted, and the Union shall hold the City harmless from any liability as a result of material posted by the Union.

ARTICLE IV **DISCIPLINARY ACTION**

- ¶23. **Section 1.** No regular employee, (the parties agree that a probationary hiree is not a regular employee for the purposes of this Article), shall be removed, dismissed, discharged, suspended, fined, reduced in rank or disciplined in any other manner, except for just cause. Any such disciplinary action by the Chief, Assistant Chief or Administrative Officer shall be subject to the appeal procedures of Article V (Grievance Procedure) of this Agreement beginning at Step 2 and shall not be reviewable in any other manner. Such grievance shall be filed within fifteen (15) days of the disciplinary action.
- ¶24. Before any disciplinary action is taken against an employee, such employee shall receive a pre-disciplinary action hearing before the Chief or Assistant Chief. Prior to such hearing, the employee will be advised of his/her right to Union representation. Verbal or written warnings

do not require a pre-disciplinary action hearing, and may be issued by the Administrative Officer.

¶25. At the hearing the specific charges and employee's actions leading to such charges, along with the possible ramifications of the charges and actions, shall be explained to the employee by the Chief or Assistant Chief. After such hearing, the Chief or Assistant Chief may take any action he believes prudent, including no action.

¶26. **Section 2.** Deputy Chiefs on duty and Battalion Chiefs in charge of Bureaus may place an employee off-duty with full pay, until a decision on discipline is made.

ARTICLE V GRIEVANCE PROCEDURE

¶27. **Section 1.** The grievance procedure prescribed by this Article is established to seek an equitable resolution of grievances, which shall be defined as disputes between the City and the Union or between the City and any employee or group of employees concerning the misinterpretation, misapplication, or violation of a provision of this Agreement or a condition affecting the employee's health and safety (beyond those normally encountered in all phases of fire fighting). The grievance procedure shall be the exclusive remedy for any disputes defined herein.

¶28. No settlement of a grievance presented by an employee shall contravene the provisions of this contract.

¶29. **Section 2. – Step 1** The grievance shall first be discussed orally with the employee's immediate superior within fifteen days of the occurrence giving rise to the grievance. If such discussion does not resolve the grievance, it may be processed to the next step.

¶30. **Section 3. – Step 2** Within five (5) days, exclusive of Saturday, Sundays and holidays as defined for Monday-Friday employees in Article XXII (Holidays), from receiving a final answer from the employee's immediate superior, the grievance shall be presented in writing to the Chief of the Fire Department who shall arrange for such meetings and make such investigations as are necessary to give his/her answer in writing within five (5) days, exclusive of Saturdays, Sundays and holidays, as defined for Monday-Friday employees in Article XXII (Holidays), of the receipt of the grievance. If this answer does not resolve the grievance, it may be processed to the next step.

¶31. **Section 4. – Step 3** Within five (5) days, exclusive of Saturdays, Sundays and holidays as defined for Monday-Friday employees in Article XXII (Holidays), after the receipt of the written answer from the Chief of the Department, the grievance may be submitted to the Director of Personnel or his/her designee(s), together with all written claims and answers developed through the preceding steps of this procedure for review and hearing. The Director of Personnel or his/her designee(s) shall arrange for such meetings and make such investigations as are necessary to give his/her answer in writing

within five (5) days, exclusive of Saturdays, Sundays and holidays as defined for Monday-Friday employees in Article XXII (Holidays), of the receipt of the grievance. If this answer does not resolve the grievance, it may be processed to the next step.

- ¶32. **Section 5. – Step 4** Within ten (10) days, exclusive of Saturdays, Sundays and holidays as defined for Monday-Friday employees in Article XXII (Holidays), of the transmittal of the written answer by the Director of Personnel or his/her designee(s), either the City or the Union may request the State Board of Mediation and Arbitration to provide mediation service. Should the grievance not be resolved through mediation, the City or the Union may then request, within fourteen (14) days, the State Board of Mediation and Arbitration to provide arbitration services. Nothing herein shall prevent the parties from agreeing to use an alternative dispute resolution process or service, including the American Dispute Resolution Center, provided both parties agree on the alternative process or service.
- ¶33. **Section 6.** The authority of the arbitrator shall be limited to the interpretation and application of this Contract. He shall have no right to add or subtract from the Contract.
- ¶34. The decision of the arbitrator shall be final and binding on both parties.
- ¶35. Any expenses incidental to mediation and/or arbitration shall be borne equally by the City and the Union although each party shall be responsible for its own legal fees associated with mediation and/or arbitration.
- ¶36. **Section 7.** Failure to process the grievance within the time limits established in the preceding Sections presumes that it has been satisfactorily resolved at the last step to which it has been properly processed. Failure on the part of the City's representatives to answer the grievance in the time limits established in the preceding Sections presumes that the claim made in the grievance is denied and may be processed to the next step.
- ¶37. **Section 8.** The time limits specified in the preceding Sections may be extended by agreement of both parties.

ARTICLE VI FUNERAL LEAVE

- ¶38. **Section 1.** In each instance encountered, each employee shall be granted leave without loss of pay in the event of a death in his/her immediate family. Such leave shall start on the day of the death and continue through and include the day of burial except that in no event shall such leave be more than four (4) calendar days or more than three (3) working days. In the event of extenuating circumstances (such as death of family out of state, autopsies, or other exigent circumstances), an additional work day may be utilized with approval of the Chief, which shall not be unreasonably denied. For the purpose of this Article, the term "immediate family" shall mean and include the following:
- ¶39. Spouse, child, mother, father, grandchild, mother-in-law, father-in-law, son-in-law,

daughter-in-law, grandparent, sister, brother, step parents, step children, brother-in-law, sister-in-law or any foster parent/child former legal guardian or relative domiciled in the employee's household.

¶40. In the case of aunt, uncle, niece, nephew, foster parents/children (except those domiciled in the employee's home who shall be considered immediate family) of an employee, one (1) day of funeral leave with pay, if necessary to attend the funeral shall be granted to such employee. For the purposes of the preceding sentence, the words "aunt" and "uncle" shall include, within their meaning, the spouse of a blood related aunt or uncle.

¶41. **Section 2.** In no event shall employees be paid funeral leave for days upon which they are not scheduled to work.

¶42. **Section 3.** The employee must notify his/her company as to the date or dates he will be on Funeral Leave. When the employee returns to duty he shall provide to the City all pertinent information as requested on Funeral Leave Forms, which are currently in use and provided by the City.

ARTICLE VII **EMERGENCY LEAVE**

¶43. **Section 1.** The officer in charge of each Fire Company on each shift may grant emergency leave with pay to any subordinate employee who requests such leave for urgent reasons. Such emergency leave shall not exceed three (3) hours in any one day. For the purpose of determining staffing strength under Article XVII (Staffing), an employee on such emergency leave shall be considered to be on duty.

ARTICLE VIII **UNION BUSINESS LEAVE**

¶44. **Section 1.** The maximum of three (3) 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 purpose of negotiating the terms of a contract, when such members are scheduled to be on duty.

¶45. **Section 2.** One (1) member 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 any time during which such member is scheduled to be on duty.

¶46. **Section 3.** The Union President and other officers and members of the Union as may be designated by the Union shall be granted a leave from duty with full pay to conduct business on behalf of the Union. Union Business Leave may not be used to allow a bargaining unit member to serve as a paid agent, servant, or employee or independent contractor for the Uniformed Professional Fire Fighters Association,

International Association of Fire Fighters or any other organization, not limited to labor organizations. It is recognized by the City that certain Union officers serve in paid positions with Local 1339. The limitation that Union Business Leave may not be used to work a paid position shall not preclude the Local 1339 paid officers from using Union Business Leave to perform their work for Local 1339, but it shall preclude the use of Union Business Leave if they are to be paid by an organization other than Local 1339. The total hours of said leave shall not exceed, in the aggregate, one thousand (1,000) hours annually. Time utilized for attendance at biennially scheduled educational and professional development programs and activities shall not be counted against the 1000 hour annual limit, provided that no more than four (4) members are credited with this exemption for any single event. The Chief shall approve or deny requests for Union Business Leave according to the procedures that he may establish or revise from time to time. A request for utilization of Union Business Leave may be denied by the Chief if said request falls on any of the Tier II holidays, except with respect to attendance at the biennial conventions and educational conventions. The Chief's approval or such leave shall not be unreasonably withheld.

- ¶47. **Section 4.** The employee who will be on Union Business Leave will notify his/her duty station or Bureau as soon as possible before the absence is to occur. The employee is to notify the officer on duty under what Section the leave will be taken, the date, time, and length of time of the leave.
- ¶48. **Section 5.** Any member of the bargaining unit who is an officer or a commission member of the State Commission on Fire Prevention and Control shall be granted leave from duty with full pay to attend meetings of said Commission or committees thereof, provided that the total leave for the purpose set forth in this Section shall not exceed, in the aggregate, one hundred and forty four (144) hours in any fiscal year for any and all members of the bargaining unit who are entitled to leave prescribed by this Section.
- ¶49. **Section 6.** Unless otherwise provided in this Section, the one (1) member of the Union, who is designated to represent the Union at any prohibited-practice-charge hearing with the State Board of Labor Relations or its Agent, shall be granted time off with full regular pay when processing such matters before said Board or its Agent at a time when such employee is scheduled to work. Nothing herein shall prevent the Union from having any other members and representatives attend such meeting if their attendance creates no financial obligation to the City under the terms of this Section.

ARTICLE IX SPECIAL LEAVE

- ¶50. **Section 1.** Employees assigned to a 40-hour work week shall not be eligible for Special Leave. Each employee who is regularly scheduled to work twenty-four (24) hour shifts and those employees assigned to the WECC (requesting employee) shall be granted two hundred and eighty eight (288) hours per calendar year special leave with pay on which he is able to secure another qualified employee (cooperating employee) to work in his/her place provided;

¶51. Such substitution does not impose additional cost to the Department, except in the case of a Fire Driver. In the case of two employees agreeing to work in each other's place, both employees shall be paid as if they had worked their regularly scheduled shift and had not replaced the other employee.

¶52. Such substitution is within classification only, i.e., fire fighters for fire fighters, company officers for company officers, chief officers for chief officers. The officer on duty shall be notified not less than four (4) hours prior to its becoming effective except in the case of emergency. Upon such notification and approval, the officer on duty shall make the proper entries into the Firehouse program or any other program utilized by the City.

¶53. In the event that the cooperating employee does not perform, for any reason, that work or duties, he shall assume all liabilities attached to such lack of performance as if he were regularly assigned to that tour.

¶54. The time shall be returned to the requesting employee within six (6) calendar months of the original substitution. In the event that the time is not returned to the requesting employee within six (6) calendar months plus one (1) week of the original substitution, the Chief or his/her designee may reconcile the unreturned time by first debiting the cooperating employee's accrued sick leave. If no accrued sick leave is available to be debited, or such accrued time does not satisfy the entirety of the unreturned time, then the Chief or his/her designee may debit the cooperating employee's accrued vacation leave. If no accrued vacation leave is available to be debited, or such accrued time does not satisfy the entirety of the debited time, then the Chief or his/her designee may debit accrued sick or vacation time as it is earned until the balance of the unreturned time is satisfied. Said reconciliation shall not be subject to the grievance procedure.

¶55. **Section 2.** During the first three (3) months after being assigned to a fire company, new hires will not be allowed to swap shifts with other firefighters. During the remainder of their probationary period, they will only be allowed to swap with other probationary fire fighters.

¶56. **Section 3.** Special Leave for Rescue-Hazmat Company is subject to the following:

¶57. A. Trained fire fighters can swap with trained fire fighters.

¶58. B. Trained officers with other trained officers or trained acting officers.

¶59. C. Officers or Acting Officers when in the acting capacity, can only "swap" with other "trained" officers or Acting Officers assigned to this company.

¶60. **Section 4.** Special Leave will only be allowed between trained employees assigned to the WECC, and said leave is subject to prior approval of the Battalion Chief in charge of the WECC. In the absence of the Battalion Chief in charge of the WECC, the Deputy Chief on duty can grant such approval.

¶61. **Section 5.** In no case shall a member be allowed to work on Special Leave on a shift

to which he/she is assigned.

ARTICLE IX (A)
PERSONAL LEAVE

- ¶62. **Section 1.** For the duration of this Agreement, each employee who was an employee on July 1 of the pertinent year as an employee who was regularly scheduled to work a forty (40) hour work week shall be granted three (3) personal days as time off with pay within the twelve month period subsequent to July 1 subject to the demands of service as determined by the Fire Chief, provided the employee is a said forty (40) hour per week employee on the date of the personal day(s) and provided, further, that he has satisfactorily completed his/her probationary period as a new employee. A personal day may not be carried over to the following twelve month period. Except in an emergency situation, a request for a personal day shall be made by the said employee to the Fire Chief at least one week prior to the date of the requested personal day.
- ¶63. **Section 2.** For each employee who was an employee on July 1 of the pertinent year as an employee who was regularly scheduled to work a forty-two (42) hour work week personal leave shall be granted as follows: for every four months of perfect attendance during the period from July 1st through October 31st, November 1st through February 28th (or February 29th on a leap year) and March 1st through June 30th, the employee will earn eight (8) hours of personal leave, for a maximum annual accrual of twenty-four (24) hours of personal leave. Vacation leave, funeral leave, union business leave, emergency leave, special leave, military leave, bereavement leave, maternity/paternity leave, jury duty, court leave, and injury leave utilization will not count against perfect attendance. An employee may carry over eight (8) hours of personal leave per year. Leave accrued pursuant to this paragraph may not be utilized on any Holiday.

ARTICLE X
INJURY LEAVE

- ¶64. **Section 1.** Each employee who is injured or disabled in the performance of his/her duties shall be entitled to injury leave with full pay for up to twelve (12) months from the first day of injury leave. In no event shall the net after-tax injury leave pay be greater than (or less than) the employee's net after-tax base pay. If an employee becomes disabled as described above, and if the Chief receives a Medical Report from a treating physician which states that the employee is permanently unable, because of such disability, to perform full duty, which means the essential functions of a uniformed member of the Fire Department based on the National Fire Protective Association Standard 1001 as amended as set forth by the Chief or his/her designee, the Chief shall immediately forward a copy of such report to said employee. If the employee does not then apply for retirement (service pension, if eligible, or disability retirement), the Chief may, not prior to four (4) weeks subsequent to the receipt of the said Medical Report, initiate a request for retirement for such an employee and so inform the employee that he (the Chief), has initiated the request for retirement. The fact of the Chief's unilateral

filing of the said request for retirement {not prior to four (4) weeks after the receipt of the Medical Report}, shall not be subject to the Grievance Procedure. If after twelve (12) months from the date of injury leave, the employee is unable to return to duty, such employee shall be required to provide the department with a medical evaluation including the doctor's determination as to the extent of the injury and anticipated date of return to duty. If after twelve (12) months from the date of the injury leave, the employee has still not returned to full duty, said employee shall only receive statutory compensation benefits. If after eighteen (18) months from the date of injury leave, the employee has not been released for duty the City may separate the employee from the employment. If after twenty-four (24) months from the date injury leave commenced the employee has not been released for full duty, the City may separate employee from employment.

¶65. **Section 2.** If an employee who is injured in the line of duty makes a claim or institutes a civil action against a third party (the alleged tort-feasor), who, the employee alleges, negligently or tortiously causes the injury which resulted in the employee's said injury or disability, and if the employee receives his/her full pay from the City during the period of such injury or disability, then the employee agrees that the City may intervene in the employee's said civil action against the alleged tort-feasor, pursuant to the provisions of the Connecticut Workers' Compensation Act, and the employee further agrees that in the event of recovery against the alleged tort-feasor by settlement prior to, or subsequent to, suit, or by judgment or otherwise, then the City may recover, pursuant to the Connecticut Workers' Compensation Act that portion of the monies payable to the employee during the period of said disability which the City may claim attributable to a weekly compensation (as that phrase is used in the Connecticut Workers' Compensation Act), whether or not a voluntary agreement was executed between the employee and the City; and the employee further agrees that the City may claim reimbursement from any recovery which the employee may receive from the said alleged tort-feasor, any medical, hospital, dental, permanent partial disability payments, drugs, appliances, or other expenses paid by the City pursuant to the said Workers' Compensation Act.

¶66. **Section 3.** Service Connected Light Duty assignment shall be conducted according to light duty policy established by the City and in effect at the time of assignment. The City reserves the right to adopt, change, modify, or abolish policies regarding light duty for injuries occurring on the job.

ARTICLE XI SICK LEAVE

¶67. **Section 1.** Sick leave shall not be considered a privilege an employee may use at his/her discretion, but shall be allowed only in case of: (a) absence from work because of non-service connected illness or injury; (b) absence from work for medical, dental, or ocular treatments which cannot be scheduled during the employee's non-working hours; or (c) the illness or injury of a member of the employee's immediate family (defined as spouse, child, stepchild, parent, stepparent, or any family relation domiciled

with an employee as a member of his/her family who is listed as a dependent for income tax purposes) that requires the employee's personal care and attention. Sick leave under subsection (c) above shall be considered Family Sick Time and shall be subject to a maximum of forty-eight (48) hours in any calendar year, except that up to an additional forty-eight (48) hours of Family Sick Time will be available if there is a qualified and approved FMLA leave to care for an employee's immediate family member. In no event shall an employee be allowed to exceed the ninety-six (96) or seventy-two (72) hour threshold in Section 5 of this Article or as otherwise provided in this Article. Sick leave shall be granted without loss of the employee's normal pay to the extent of the employee's sick leave eligibility as prescribed in this Article.

¶68. **Section 2.** Employees shall be credited with sick leave eligibility, as hereinafter noted, for each complete calendar month in pay status with the City, and shall carry forward unused sick leave accumulated as of each June 30 to the following July 1, subject to the provisions of the collective bargaining agreement then in effect between the Union and the City. However, the said unused sick leave carried forward to this Agreement, as well the sick leave eligibility accrued in accordance with the formula prescribed in this Section 2 as of June 30, 2009 or any June 30 thereafter, shall be subject to a cap of 1200 hours of sick leave. Any sick time accrued in excess of 1200 hours as of June 30, 2008 shall be placed in escrow. Any sick days escrowed under the 1999-2004 Agreement, which were accrued prior to the imposition of the 180 sick day cap shall remain in escrow.

¶69. For all employees, the sick leave accrual rate shall be ten (10) hours of sick leave for each complete calendar month in pay status. For the purposes of this Article, the phrase "complete calendar month in pay status" shall be interpreted in a manner consistent with the operation of the City's record keeping and/or payroll system, as the same may be revised from time-to-time. Employees shall not earn sick leave when they are on Leave of Absence Without Pay.

¶70. Any sick leave in excess of 1200 hours (not including sick leave placed in escrow pursuant to the first paragraph of this Section 2) as of June 30, 2009 or any June 30 thereafter shall be paid out to the employee at 100% of the employee's base hourly rate as of such June 30, with payment to take place on or before August 15 of the following fiscal year.

¶71. **Section 2a.** This sick leave allowance, prescribed in Section 2 hereof, shall be reduced by the number of hours paid sick leave granted to an employee. In the case of employees regularly assigned to twenty-four (24) hour shifts, a sick shift shall consist of either twenty-four (24) hours commencing at 0800 hours or eight (8) hour increments commencing at 0800 hours, 1600 hours, or 2400 hours. Employees shall call in at or before 6:00 a.m. on each day of sick absence to be eligible for sick pay for the absence unless excused from doing so in writing by the Fire Chief or in cases of a documented emergency.

¶72. **Section 2b.** Upon the retirement or death of any employee who was actively employed as of June 30, 2004, such employee, or the employee's dependent survivors, as the case may be, shall receive terminal leave pay in accordance with the following

formula: 60% of the dollar value of the number of the accumulated and unused sick days (prescribed by Section 2 and 2a hereof), to which the employee is entitled at the time of his/her retirement or death, but not to exceed 2,160 hours, plus 40% of the dollar value of the number of the accumulated and unused sick days in escrow (see Section 2 above). Terminal leave pay shall be payable on or about the date of retirement or as soon as practicable following the date of death . The terminal leave pay prescribed in this Section shall be in lieu of any sick leave earned per the provisions of this Article. Employees hired after June 30, 2004, shall receive terminal leave pay in accordance with the following formula: 50% of the dollar value of the number of accumulated and unused sick days to which the employee is entitled at the time of the employee's retirement or death, but not to exceed 1,200 hours except that any hours accrued in excess of 1,200 hours since the preceding annual sick leave payout shall also be paid. Under no circumstance shall the payout be based on more than 1,320 hours.

¶73. **Section 3.** An employee who has exhausted his/her sick leave may request in writing an advance of additional sick leave.

¶74. Such request will be reviewed by the Chief and the Personnel Director who will consider the employee's work record as a whole including his/her length of service and the use or abuse of his/her sick leave privileges in the past. The decision regarding approval of such request is subject to expedited arbitration and subject to an arbitrary and capricious standard. Such advance of sick leave shall not take effect until such employee has exhausted his/her vacation leave and personal leave for that year.

¶75. In no event shall advance sick leave credit be granted for any one request in excess of forty (40) hours for employees assigned to a 40-hour work week and seventy-two (72) hours for employees assigned to a 42-hour work week or employees regularly assigned to work 24-hour shifts.

¶76. **Section 4.** To the extent permitted by state and federal wage and hour laws, the present practice of allowing fire fighters to work for fire fighters who have exhausted their sick time and officers to work for officers who have exhausted their sick time, shall be continued, provided such substitution is for purposes of sick leave as defined in Section 1 and does not impose additional cost to the Department.

¶77 **Section 4a** In the event that fire fighters and/or officers work under Section 4 and the absence from duty of the firefighters and/or officer for whom such work is performed, is subsequently determined to be Injury Leave as defined by Article X(Injury Leave), such firefighter and/or officer shall be paid for such work on an overtime basis, as provided under Section 2 of Article XVIII (Overtime).

¶78. **Section 5.** Employees regularly assigned to work 24-hour shifts or employees assigned to a 42-hour work week who are absent on sick leave for more than ninety-six (96) hours in any calendar year, and employees assigned to a 40-hour work week who are absent on sick leave for more than seventy-two (72) hours in any calendar year, shall not for the remainder of that calendar year be permitted to (a) use sick leave for any reason other than the employee's own non-service connected illness or injury,

and/or (b) receive paid sick leave for the first twenty-four (24) hours of any instance of sick leave use. The restrictions set forth in the preceding sentence may be waived in the absolute non-grievable discretion of the Chief, if he concludes that such waiver is justified for a particular employee on a specific occasion, based on relevant considerations such as the employee's history of sick leave use and documentation of the necessity for the employee's absence from work; however, the approval or denial of said waiver shall not establish a practice or precedent in any cases, whether similar or dissimilar. As used herein, an "instance" means an occurrence of one or more consecutive work days of sick leave use.

¶79. In cases where the City questions the validity or extent of an employee's use of sick leave, or when an employee uses two or more consecutive regularly scheduled days of sick leave, the City may require the employee to submit a Doctor's Statement, obtained on the employee's own time, the cost of which is to be borne by the employee, from a Doctor designated or approved by the City, containing to the extent permitted by state and federal law, as minimum information, the diagnosis of the employee's illness and current physical condition, a prognosis of his/her future susceptibility to disability, and anticipated date of his/her return to work. In the event the employee fails to furnish adequate verification that the absence qualifies for payment as sick leave, the City may elect not to pay the employee for the absence and/or issue appropriate discipline, up to and including termination.

¶80. **Section 6.** If twelve percent (12%) percent or more of the employees on any 24-hour shift are absent on sick leave on any given shift, the City may require all of the absent employees to submit a Doctor's Statement from a Doctor designated or approved by the City, the cost of which is to be borne by the employee, containing to the extent permitted by state and federal law, as minimum information, the diagnosis of the employee's illness and current physical condition and a prognosis of his/her future susceptibility to disability. In the event the employee fails to furnish adequate verification that the absence qualifies for payment as sick leave, the City may elect not to pay the employee for the absence and/or issue appropriate discipline, up to and including termination.

¶81. **Section 7.** After an employee has utilized the provisions of Sections 2, 2a, 2b, and 3 of this Article, an employee may utilize sick time hours donated from another employee upon approval by the Director of Personnel under the following conditions: He/she must suffer from a prolonged illness; and he must first exhaust all his/her Personal Leave. The Chief's Office will be notified in writing on forms provided by the City, not less than forty-eight (48) hours prior to its becoming effective. An employee may not use donated sick time hours to obtain payment for hours during which he has not been paid because he has not been in pay status during those hours. The "donating" employee's sick bank will be reduced by the number of hours which he donates. An employee may elect to donate vacation time in lieu of sick time.

¶82. **Section 7a.** In the event that it is determined that a fire fighter or officer, who receives donated sick time hours per the provisions of Section 7 hereof, is entitled to receive payment for those "donated" hours as Injury Leave, then the donating fire fighter or officer shall be entitled to the return to his/her sick bank (see Section 2 hereof), of the hours which he donated.

¶83. **Section 8.** Any policy the City may implement from time to time regarding the state or federal FMLA shall be applicable to members of the Fire Department to the extent it is not in conflict with any of the specific provisions of this agreement. Nothing herein shall be construed to deprive any member of the Fire Department of any specific rights to which he or she may be entitled under the FMLA

¶84. **Section 9.** The City reserves the right to adopt, change, modify, or abolish policies regarding light duty for injuries occurring off the job. The City also reserves the right to terminate any employee who has been unable to perform the essential functions of his/her position for twelve (12) months after the occurrence of an injury or onset of an illness off the job.

ARTICLE XI (A)
TRANSFERS

¶85. **Section 1.** The Fire Chief may involuntarily transfer employees within this bargaining unit to meet the legitimate needs of the Department. However, any review of the Chief's decision shall be limited to the issue of whether the decision to transfer the employee was arbitrary or capricious.

¶86. **Section 2.** A temporary transfer shall be defined as any assignment of a duration of two (2) weeks or less, or an assignment of a longer duration on a voluntary basis. For purposes of the training academy a temporary transfer shall be defined as any assignment to that academy of a duration of three (3) months or less, or an assignment of a longer duration on a voluntary basis.

ARTICLE XII
MILITARY LEAVE

¶87. **Section 1.** The City will abide by all applicable State and Federal Laws regarding military leave, as well as the City's Civil Service Rules and Regulations as from time to time may be amended.

ARTICLE XIII
LEAVE OF ABSENCE WITHOUT PAY

¶88. **Section 1.** The Director of Personnel may grant a leave of absence without pay to any employee, upon his/her request, for a period not to exceed one (1) year for any one request. The decision regarding approval of such request is subject to expedited arbitration subject to an arbitrary and capricious standard. Upon expiration of an

approved leave of absence without pay, or earlier if so requested by such employee, he shall be reinstated in the position held at the time such leave was granted. In no case shall leave be granted for the sole purpose of accepting other employment or self-employment.

¶89. **Section 1a.** An employee shall not accrue any benefits or seniority during a leave of absence without pay. The employee's seniority shall be restored up to the date on which he went out on the leave without pay, provided he returns on or before the expiration of the leave. During the period of an approved leave of absence without pay, an employee may continue to participate in the City's medical and dental plans in which they were enrolled at the time leave commenced, provided the employee pays 100% of the COBRA rate for such coverage on a scheduled to be determined by the City. If however, in the opinion of the Director of Personnel and the Chief, the leave of absence without pay will result in substantial benefit to the Department, the employee shall be permitted to participate in such plans in which he was enrolled at the time leave commenced, provided he pays the same monthly premium cost share for such medical and dental coverage for active employees. If said benefits are provided and the employee fails to return to work for a period of six (6) continuous months immediately following expiration of the leave, the employee shall reimburse the City, within ninety (90) days, the cost of insurance benefits that the City provided while the employee was on leave of absence without pay, unless serious illness or death of the employee prevents or interrupts the employee's six (6) month return.

¶90. **Section 2.** An employee must work a minimum period of six (6) months upon returning from leave of absence without pay before he/she will be permitted to take his/her vacation.

ARTICLE XIII (A)
MATERNITY/PATERNITY LEAVE

¶91. **Section 1.** The City will abide by all applicable State and Federal Laws regarding maternity/paternity leave.

ARTICLE XIII (B)
JURY DUTY

¶92. **Section 1.** Each employee selected for Jury Duty shall be entitled to such leave with the employee being paid the difference in his/her City pay, had he worked his/her regular schedule and any monies paid to him/her by the State of Connecticut Court System, provided the latter is lower.

¶93. **Section 1a.** Leave shall be granted in accordance with the following provisions for the Jury Duty:

- ¶94. A. If the employee is scheduled to work the shift before a day of Jury Duty, then he/she will be off duty at 2000 hours that night;
- ¶95. B. If the employee is scheduled to work his/her shift on a day of Jury Duty, and is not scheduled for Jury Duty on the following day, then he/she will report for duty four (4) hours after he/she has been released by the court for the day; and
- ¶96. C. If the employee is scheduled to work his/her shift on a day of Jury Duty and is scheduled for Jury Duty the following day, then he will be off for that shift.
- ¶97. **Section 2.** Each employee entitled to such leave shall provide to the City any documentation from the Court in regard to the dates on which Jury Duty was performed and any monies received for doing such Jury Duty if performed for more than one (1) day.

ARTICLE XIII (C)
COURT LEAVE

- ¶98. **Section 1.** The City shall grant leave with full pay to an employee for the period of time he is required to appear before a court, judge, justice, or magistrate, as a defendant or witness in cases arising out of employment with the Department.

ARTICLE XIV
SENIORITY

- ¶99. **Section 1.** Seniority shall be of two (2) types: Department Seniority and/or Rank Seniority. Department Seniority shall consist of the total accumulated service of the employee with this Fire Department. Rank Seniority shall consist of the relative length of accumulated service of each employee, in his/her respective rank or classification, with this Fire Department.
- ¶100. An employee's length of service shall not be reduced by the time lost due to sick or injury leave or authorized paid leave of absence, or layoff for a period not to exceed twenty-four (24) months or length of service, whichever is less, or demotion.
- ¶101. For the purpose of this Article, the terms, classification (or rank), shall mean and include the following: Fire Fighter (for the purposes of this Article, Probationary Fire Fighters shall be considered to have the rank-classification of Fire Fighter), Fire Lieutenant, Fire Captain, Battalion Chief, Deputy Chief and Executive Officer. Employees who have the same length of service in their classification shall be placed on the Rank Seniority List in the order that their names appeared on the Eligibility List or if not appointed from an Eligibility List, they shall be placed in the order that they were appointed to such classification. If the situation is still not resolved, it shall be determined by lot.
- ¶102. **Section 2.** In the event of a layoff of one or more employees, the employee with the

least Departmental Seniority, as defined in Section 1 hereof, shall be laid off first. Successive layoffs shall be effected on a similar basis of Least Departmental Seniority.

¶103. **Section 3.** During the layoff process or otherwise, if the need arises, an officer (i.e., Lieutenant or above), shall be demoted, rather than immediately laid off, as follows: the officer with the least Rank Seniority, as defined in Section 1 hereof, shall be the first employee to be demoted. When this occurs, the demoted officer shall be entitled to bump the least senior employee in the next lower grade if the said demoted officer has actually served in that classification (or rank), and if he/she possesses more time in grade than the least senior employee. For the purpose of the previous sentence, the phrase "time in grade" shall mean Rank Seniority in the classification into which the demoted officer is bumping, plus all rank seniority held by the said demoted officer in higher officer ranks and/or classifications. Any officer affected by the bumping process referred to in this Section may avail himself/herself of the same process as against a lower ranking officer, in order that the affected officer may be demoted rather than laid off. When the demotion- bumping process is complete and the fire fighting rank is attained, then the employee with the Least Department Seniority shall be laid off as per the provisions of Section 2 hereof.

¶104. **Section 4.** When an employee has been laid off, or an officer has been demoted because of layoff, position elimination, or "bumping", the name of such employee shall be placed on a preferred re-employment list for the appropriate grade for a period of twenty-four (24) months or length of service, whichever is less. In filling any vacancy in any such grade, the preferred re-employment list shall have priority over any other list. All names shall remain on any preferred re-employment list until each laid off employee is offered the opportunity for re-hire or each such demoted officer is offered the opportunity for restoration to his/her former rank. When a laid off employee is re-hired or an officer demoted because of layoff or otherwise is restored to the prior higher grade, he/she shall be credited with Departmental Seniority and Rank Seniority as if he/she had not been laid off or demoted. Laid off employees or employees demoted because of layoff or otherwise shall be notified of their re-hiring, or restoration, at their last address on file with the Fire Department and/or the Personnel Department. Any such employee shall forfeit his/her right of re-hire or restoration to the previous higher grade if he/she does not report to the Fire Chief his/her willingness to return to work within three (3) days after notification, in writing, of his/her eligibility to return to work, or having reported such willingness, he/she does not in fact return to work within fifteen (15) days after notification.

ARTICLE XV

UNION ACTIVITY PROTECTED AND NO STRIKE OR LOCKOUT

¶105. **Section 1.** Except for the right to strike or to withhold services which is hereinafter prohibited, all other lawful Union activities are protected. Nothing shall abridge the right of any duly authorized representative of the Union to present the views of the Union to the citizens on issues which affect the welfare of its members.

¶106. **Section 2.** During the life of this Agreement, there shall be no strike, slow-down, job action, suspension or stoppage of work, in any part of the City's operations by employees or an employee, nor shall there be any lockout by the City in any part of the City's operations.

ARTICLE XVI
PROBATIONARY PERIOD

¶107. **Section 1.** To enable the City to exercise sound discretion in filling positions within the Fire Department, no appointment for employment in, or promotion to any position in the Fire Department shall be deemed final and regular until after the expiration of probationary service. Probationary service shall be twelve (12) months for new hires and six (6) months for promotional positions. During this probationary period, the Chief, with the approval of the Personnel Director, may terminate the employment or cancel the appointment to higher rank, if during this period they shall deem him/her unfit for such employment or appointment. Any such decision regarding promotional positions shall be based on material reasons and shall be subject to an arbitrary and capricious standard. Any such decision regarding new hires shall not be subject to the grievance procedure.

¶108. **Section 2.** If the employee loses two (2) months or more time from duty during this probationary period, it shall be extended for the length of time lost, but such extension shall not exceed four (4) months.

¶109. **Section 3.** In the event an extension beyond four (4) months would be required to compensate for time lost from duty, the Chief of the Department may elect one of the following alternatives:

¶110. A. Certify the employee as satisfactory in the position in which he was serving a probationary period;

¶111. B. Disqualify the employee for the position in which he was serving a probationary period; this does not apply to promotions.

¶112. C. Establish a new twelve (12) or six (6) month probationary period as appropriate.

ARTICLE XVII
STAFFING

¶113. **Section 1.** The Union recognizes it is the right and responsibility of the City, acting in its reasonable discretion, to establish and maintain staffing levels that provide an appropriate level of service to the community at a reasonable cost with due consideration for the health and safety of the employees engaged in firefighting activities. Nothing

herein shall be construed to require the City to maintain any specific number of engine companies or truck companies, or to maintain an rescue-hazmat company, provided the City first prepares a redeployment plan. Any changes the City seeks regarding the relocation, development, creation, reduction, elimination, or consolidation to the number of stations and companies is governed by this section, unless otherwise agreed in writing by the parties.

¶114. Prior to any changes in location, development, creation, reduction, elimination, or consolidation to the number of stations and companies, the scheduled staffing for each fire fighting company and for the Chief Officers for each working shift shall be as follows:

Engine Co. #1	Four (4) member including one (1) officer
Engine Co. #2	Four (4) member including one (1) officer
Engine Co. #4	Four (4) member including one (1) officer
Engine Co. #5	Four (4) member including one (1) officer
Engine Co. #6	Four (4) member including one (1) officer
Engine Co. #7	Four (4) member including one (1) officer
Engine Co. #8	Four (4) member including one (1) officer
Rescue-Hazmat Co. #9	Five (5) member including one (1) officer
Engine Co. #11	Four (4) member including one (1) officer
Truck Co. #1	Four (4) member including one (1) officer Truck
Truck Co. #2	Four (4) member including one (1) officer Truck
Truck Co. #3	Four (4) member including one (1) officer
WECC	One (1) dispatcher; One (1) officer
Chief Officers	Two (2) – One (1) Deputy Chief/Shift Commander; One (1) Battalion Chief

¶115. Regardless of any changes the City may implement concerning the relocation, development, creation, reduction, elimination, or consolidation to the number of stations and companies, staffing shall not be less than four (4) member, including one (1) officer for active engine and truck companies.

¶116. If an apparatus known as a tower ladder is placed in service, the manning level shall be the same manning level specified for Truck Companies. If an apparatus known as a quint is placed in service, the manning level shall be the same manning level specified for Engine Companies.

¶117. As utilized in reference to Engine, Truck and Rescue-Hazmat Companies, the word “officer” shall mean either Fire Captain or Fire Lieutenant. As utilized in reference to the Bureaus, the word “officer” shall mean Fire Captain or Fire Lieutenant.

¶118. As utilized in this Article of the agreement, an “Officer” shall be a Lieutenant or Captain. Each Engine, Truck and Rescue-Hazmat company shall have four (4) officers assigned; to include one (1) Captain and three (3) Lieutenants.

¶119. **Section 2.** In the event that the staffing shall for any reason fall below the minimum

staffing strength as provided in Section 1 hereof, such shortage shall be filled in accordance with Article XVIII (Overtime).

¶120. **Section 3.** The City reserves the right to accomplish the functions of the Bureau of Instruction and Training using civilian employees or contractors. Until the City determines and implements an alternative organizational and staffing model for the Bureau of Instruction and Training, the minimum staffing shall be a Battalion Chief and two (2) Fire Department Officers at the rank of Lieutenant and/or Captain. In the event that the staffing shall for any reason fall below the minimum staffing strength, such shortage shall be filled in accordance with Article XVIII (Overtime). When such alternative staffing model is adopted, these minimum staffing requirements will cease to apply.

¶121. **Section 4** The City reserves the right to accomplish the functions of the Bureau of Automotive Maintenance and Service (BAMS) using civilian employees, employees of a different City department, or contractors. The City shall use the rank of Battalion Chief as the supervisor of the Bureau of Automotive Maintenance and Service.

¶122. **Section 5.** The City reserves the right to accomplish the functions of the Waterbury Emergency Communications Center (WECC) using civilian employees, firefighters or contractors. Until the City determines and implements an alternative organizational and staffing model for the WECC, the current minimum staffing of one (1) Battalion Chief in Charge of the Bureau, four (4) Dispatcher Supervisors/Officers and four (4) Dispatchers shall continue to apply. In the event that the staffing shall for any reason fall below the minimum staffing strength, such shortage shall be filled in accordance with Article XVIII (Overtime). When such alternative staffing model is adopted, these minimum staffing requirements will cease to apply.

¶123. **Section 6.** Effective with the implementation of this agreement, the City shall staff the Bureau of Fire Prevention as follows: one (1) Fire Marshal, one (1) Assistant Fire Marshal, two (2) Deputy Fire Marshals and a minimum of six (6) Inspectors. The Assistant Fire Marshal shall act in the capacity of the Fire Marshal in his/her absence. The senior Deputy Fire Marshal shall act in the capacity of the Assistant Fire Marshal in his/her absence or in the case where the Assistant Marshal is acting in the capacity of Fire Marshal. The senior Inspector shall act in the capacity of a Deputy Fire Marshal in his/her absence or in the case where the Deputy Marshal is acting in the capacity as Assistant Fire Marshal. For the purposes of this article, seniority shall mean seniority within the Bureau of Fire Prevention and in the Bureau rank as appropriate (Inspector, Deputy Marshal).

¶124. **Section 7.** Effective with the implementation of this agreement, the City shall staff the position of Executive Officer. This position shall primarily be a “non-line” position within the Fire Department and is a bona fide administrative position. The Executive Officer’s primary duties involve the performance of office and non-manual work directly related to the management of the general business operations of the Fire

Department. In discharging the duties of this position, the employee will exercise discretion and independent judgment with respect to matters of significance. This position is within the Administration Exemption to the Fair Labor Standards Act (FLSA) overtime requirements. The Executive Officer shall from time to time provide investigatory services for member's professional standards. This position shall continue to investigate complaints of misconduct as an agent of the Fire Chief. This position shall no longer investigate or represent the City in matters regarding issues and concerns relating to the collective bargaining process where conflicts of interest may apply. This shall not prohibit the Executive Officer from testifying with respect to departmental business matters within the job's purview during an interest arbitration proceeding. This position shall be limited to issuing written warnings in matters of progressive discipline. Such discipline shall only be issued at the direction of the Chief and/or his/her designee.

- ¶125. **Section 8.** The City may temporarily or permanently transfer bargaining unit employees in or out of any of the organizational units referenced in Sections 3 through 6, or any other organizational unit it may choose to establish or maintain, provided if such transfer is on a temporary basis only that the base pay of any affected employees, as set forth in Article XXV (Wages), is not reduced as a result thereof.

ARTICLE XVIII OVERTIME

- ¶126. **Section 1.** In the event it is necessary to schedule or assign employees to maintain minimum staffing strength, such work shall be scheduled as follows:
- ¶127. **Section 1a.** The City shall first transfer regularly scheduled firefighters or officers from other companies on the same shift who are not necessary to maintain minimum staffing on such companies to fill vacancies.
- ¶128. **Section 1b.** Should the City not be able to maintain minimum staffing by transferring available firefighters or officers from the same shift, the City shall call in an employee to fill in the vacancy. In such circumstances, the City shall call-in the rank or classification (fire fighter or officer) required to bring the fire companies and WECC to minimum strength.
- ¶129. **Section 2.** Employees shall be paid at their regular rate of pay for all hours worked unless otherwise required by the FLSA as provided below: employees shall be paid an overtime rate of one and one-half (1 ½) times their regular rate of pay for all hours worked in excess of:
- ¶130. (i) 212 hours in a twenty-eight (28) day work period in the case of employees regularly working a 42-hour week consisting of 24-hour shifts.
- (ii) 40 hours in a seven (7) day work period in the case of employees whose assignment does not meet the partial exemption requirements under FLSA

Section 207(k)

- ¶131. **Section 2a.** In the case of two employees agreeing to work in each other's place, the term "hours worked" shall be interpreted and applied as if they had worked their regularly scheduled shift and had not replaced the other employee.
- ¶132. **Section 3.** If an employee is called back for work for a period which is less than a full tour of duty, he/she shall be paid a minimum of four (4) hours at his/her regular rate of pay or the actual number of hours worked at the appropriate rate of pay under Section 2 above, whichever amount is greater.
- ¶133. **Section 4.** In no case shall a member be allowed to work overtime on a shift to which he/she is assigned.
- ¶134. **Section 5.** The Personnel Director and Chief, in consultation with the union, shall establish the rules for offering extra work opportunities or assigning the same on an rotational basis within rank classification per manpower guidelines. From time to time, the City may amend the rules to correct any procedural defects in the system. Said rules shall be provided to the union and posted. Current rules governing distribution of extra work opportunities shall remain in effect until such time as they may be amended.

ARTICLE XIX
ACTING OFFICERS

- ¶135. **Section 1.** Whenever a fire fighter is required to work in a higher classification, such fire fighter for each day of such service thereafter shall receive the pay rate of a Fire Lieutenant. For purposes of this Article, the "higher classification" in which "a Fire Fighter is required to work" is the Fire Lieutenant or Fire Captain rank classification.
- ¶136. **Section 1a.** If the fire fighter is required to work as an Acting Officer on an overtime basis, then said fire fighter shall be paid pursuant to Article XVIII (Overtime) based on the regular hourly rate of a Fire Lieutenant.
- ¶137. **Section 2.** Each company shall have a designated Acting Officer for each shift. The employee in each company and each shift who is the currently designated Acting Officer shall remain as such designee. Should any shift or company not have a designated Acting Officer prior to the effective date of this Agreement, then the qualified employee with the greatest amount of departmental seniority shall be offered such designation as Acting Officer. If this employee refuses, then the officer in charge of the shift shall offer such designation to each other qualified employee in descending order of seniority.
- ¶138. If such designated Acting Officer should leave that position for any reason, his/her successor shall be immediately selected based on the recommendation of the Company Officer and the Chief Officer on the shift involved, with the final decision made at the discretion of the Chief of the Department.

- ¶139. **Section 2a.** For the purposes of this Article “qualified employee” shall mean a Step D fire fighter with a minimum of four (4) years service with the Waterbury Fire Department.
- ¶140. **Section 3.** A list of Acting Officers shall be maintained by the Chief’s Office. Such list shall be kept current at all times.
- ¶141. **Section 4.** Whenever a Captain or a Battalion Chief acts as an Acting Chief Officer (in the next higher rank), that employee shall receive the daily rate wage prescribed in Article XXV (Wages) for the higher rank for each working shift tour that he acts as such Acting Chief Officer.
- ¶142. **Section 5.** Any wage differential received by an Acting Officer or Acting Chief Officer, in connection with a vacancy, shall not be included in that employee’s pension entitlement per the provisions of Article XXXIII (Pensions) hereof.
- ¶143. **Section 6.** In the event that the Chief is notified that an Officer has been or will be absent due to an injury, illness, retirement or other event, the vacancy shall be filled in accordance with Article XVIII (Overtime) for seven (7) consecutive working days. After the seven (7) consecutive workdays have passed, the Chief shall implement the following procedures:
- ¶144. A. The rank senior Battalion Chief if the Deputy Chief is absent, or the rank senior Captain if the Battalion Chief is absent or the designated Acting Officer if the Lieutenant is absent, assigned to the absent officer’s shift shall become the Acting Deputy Chief, Battalion Chief, Captain or Lieutenant on that shift for the duration of the absence.
- ¶145. B. Said Acting Officer shall receive all rights and benefits associated with the absent officer’s position, except that the Acting Battalion Chief shall not be eligible to work overtime as a Deputy Chief.
- ¶146. C. Said Acting Deputy Chief or Acting Battalion Chief shall maintain any vacation selections made prior to his/her becoming an Acting officer.
- ¶147. D. Said acting officer shall receive the weekly wage prescribed in Article XXV (Wages) for the rank in which he is acting for the duration of his/her acting assignment. This differential shall not be included in his/her pension entitlement per the provisions of Article XXXIII (Pensions) hereof.
- ¶148. E. An Acting Captain or Acting Lieutenant shall maintain his/her original assignment.
- ¶149. F. An acting Captain shall maintain his/her own place on the officers’ extra work/overtime rotation and shall work overtime, pursuant to Article XVIII (Overtime), at a Captain’s wage scale.

ARTICLE XX
UNIFORM AND PROTECTIVE CLOTHING

- ¶150. **Section 1.** All line members shall respond to all emergency incidents with approved station wear (approved meaning complying with NFPA 1975). The work uniform for line personnel and training staff shall consist of:
- ¶151. Battalion Chief Officers – White work shirts with official department markings – sleeve length at member’s choice, navy blue work pants;
- ¶152. Line Officers – Light blue work shirts with official department markings – sleeve length at member’s choice, navy blue work pants, tee-shirts (light blue, if possible, with department marking);
- ¶153. Line Fire Fighters – Navy blue work shirts with official department markings – sleeve length at members choice; navy blue work pants, tee-shirts (navy blue with department marking);
- ¶154. Training Staff – Light blue work shirts with official department markings – sleeve length at member’s choice, navy blue work pants.
- ¶155. Personnel listed above may wear any combination of approved clothing at any time. However, when performing public education duties or other duties where non-emergency public contact is the primary purpose, members will wear an approved “collared” shirt.
- ¶156. All work uniforms for line personnel and training staff shall conform to NFPA Standard 1975.
- ¶157. The work uniform for personnel in the WECC, BAMS and BFP, and Deputy Chiefs shall consist of a white uniform dress shirt with official department patch, a tie shall be worn between the dates of October 1 through April 30, and Uniform pant meeting the most recent Waterbury Fire Department Rules and Regulations specifications.
- ¶158. **Section 2.** Distribution of Clothing – In each fiscal year the City shall distribute, at a minimum, the following clothing allotment. Said distribution shall be accomplished before December 31st of each year. Immediately upon successful completion of the Fire Academy, Probationary members shall be issued three pairs of pants, five tee shirts and one long-sleeved collar shirt. This assignment of station wear shall be credited against said Probationary member’s next regular clothing allotment.

¶159.

POSITION	Battalion Chief	SHIRTS	PANTS	TEE-SHIRTS	TIES
Fire Officer (line)		3LS, 3SS FR White Shirt 3LS, 3SS FR Light Blue	4 Pairs FR Pant 3 Pairs FR Pant	3 Light* Blue	
Fire Fighter (line)		3LS, 3SS FR Dark Blue	3 Pairs FR Pant	3 Navy Blue	
Fire Driver		3LS, 3SS FR Dark Blue	3 Pairs FR Pant	3 Navy Blue	
Training Staff		3LS, 3SS FR Dark Blue	4 Pairs FR Pant		
Chief Officer (Deputy)		4LS, 4SS Uniform White	2 Pair Uniform Pant		2 Ties
BFP WECC		4LS, 4SS Uniform White	2 Pair Uniform Pant		2 Ties
		4LS, 4SS Uniform White	2 Pair Uniform Pant		2 Ties

*Light Blue if possible.

¶160. **Section 2a.** All employees will be required to have a “dress uniform” six (6) months after completion of their probationary period.

¶161. **Section 3.** The parties agree that line employees (as per Section 1 hereof) will not be required to wear their dress uniforms to and from their duty stations.

¶162. **Section 3a.** Whenever a member is promoted/assigned to a position/assignment that would require a different work uniform, the City shall provide the minimum allotment of the required items within 6 months of said promotion/assignment. Members who have not previously received the proper allotment for their rank (within the past year) shall be allowed to wear any station uniform that is/was approved for their previous rank until the proper allotment is received. In no case shall personnel be allowed to operate in hazardous areas in non-NFPA approved station uniforms at emergency calls.

¶163. **Section 4.** The City shall provide each employee in the bargaining unit with his/her own protective clothing of good quality and condition. Such clothing shall consist of the following: Helmet with eye shield; Boots compatible with Bunker Pants; Turnout Coat; Gloves (initial – two pairs containing a GoreTex liner and compatible with Turnout Coat. It is agreed that all members shall have at least 2 pairs of approved gloves and that the City shall replace worn or lost gloves on an “as needed” basis. All protective clothing shall meet the appropriate NFPA standards in effect at the time of distribution (currently NFPA 1971, 2018 edition).

The City shall provide replacements on an as needed basis. The City shall continue to issue leather structural firefighting boots to members either assigned regular firefighting duties or to those duties that would require a member to wear a Personal Protective Ensemble (protective clothing). Members assigned to the Rescue Company shall be issued the approved technical rescue boots that shall be replaced on an as needed basis as long as the member remains assigned to the Rescue Company.

¶164. The City shall provide replacements on an as needed basis. If the employee opts to wear an approved leather type work boot, the employee shall purchase the first pair of such boots.

¶165. **Section 5.** The City shall reimburse any employee for lost or damaged clothing and/or personal property, suffered in the performance of duty, except that there shall be no reimbursement for shirts, uniforms or other equipment which the City supplied and except that there shall be a \$130 limit on reimbursement of lost watches or jewelry.

Further, there shall be a \$200 limit on reimbursement of lost, non-required, personal electronic equipment such as, but not limited to, pagers, cell phones and computer equipment. Any hearing aids lost or damaged in the line of duty shall be replaced in full upon presentation of proper documentation.

¶166. Such claim for loss must be supported with reasonable proof of the loss of the value of the property claimed to be lost. An employee making a claim under this Section shall sign a claim form which verifies his/her claim to which is appended the said proof of loss. The form with the attached proof shall then be submitted to the Chief's Office for processing by the Chief's Office to the appropriate City agencies.

ARTICLE XXI
VACATIONS

¶167. **Section 1.** All employees assigned to a 42 hour workweek shall be entitled to vacation leave according to the following schedule based on seniority:

¶168.

Years of Service	Vacation Hours
Less than 1 year	48 hours
1 year – 10 years	120 hours
10 years – 15 years	156 hours
15 years – 20 years	168 hours
20 + years of service	180 hours

1

¶169. **Section 1a.** Employees not assigned to work twenty-four (24) hour shifts and not assigned to the WECC shall be granted time off with pay for vacations according to the following schedule:

¶170. Employees who have completed one (1) year, but less than ten (10) years of service shall be entitled to two (2) weeks of vacation. However, no employee shall be entitled to three (3) weeks of vacation in one (1) calendar year because of the application of this provision and the one immediately preceding;

¶171. Employees who have completed ten (10) years of service with the City shall be entitled to three (3) weeks of vacation;

¶172. Employees not assigned to work twenty-four (24) hour shifts and not assigned to the WECC who have completed eleven (11) years of service with the City shall be entitled to one (1) additional day of vacation, over the provisions of the paragraph immediately preceding this one for each completed year of service subsequent to the tenth (10th) year, until a maximum of four (4) weeks of vacation is attained.

¹ Vacation eligibility is subject to the provisions of Article XXXI, Section 3B4.

- ¶173. **Section 1b.** If an employee is absent because of a service connected injury and if because of the extended duration of absence due to that service connected injury, he/she has not taken all of his/her vacation entitlement (earned per the applicable provisions of either Section 1 or Section 1a hereof), during the calendar year in question, then, the employee may, with the approval of the Chief, defer one week of that vacation entitlement to the following calendar year provided that when the employee returns to duty he makes a request for the deferred vacation within fifteen (15) calendar days after returning to duty and further provided that the deferred vacation must be taken within three (3) months after returning to duty, excluding June, July and August.
- ¶174. **Section 1c.** Employees shall not earn vacation credits during the period when they are on Leave of Absence Without Pay as provided in Article XIII (Leave of Absence Without Pay).
- ¶175. **Section 1d.** Vacation time shall accrue effective January 1st of each calendar year. If the eligible member will qualify for an increased vacation tier during that calendar year, the full allotment for the new tier that will be reached shall accrue on January 1st even though the member's anniversary date is later in the year.
- ¶176. **Section 2.** In no instance shall a vacation selection be less than an eight (8) hour consecutive block for employees assigned to work twenty-four (24) hour shifts and in no instance shall a vacation selection be less than a nine and one-half (9 ½) hour block for employees assigned to the WECC, provided that for employees assigned to the WECC, vacation selection may be in full hour increments of not less than four (4) hours if the Department can secure a replacement who is willing to work and be paid for those hours only.
- ¶177. For the purposes of this Article as it applies to employees assigned to a forty (40) hour work week, each week of vacation leave shall include forty (40) hours.
- ¶178. **Section 3.** Employees may select and take their vacation leave throughout the calendar year subject to the limitations hereinafter set forth in this Section and Article. In selecting vacation leave, no employee, who is entitled to more than two (2) weeks of vacation leave shall select such additional leave until every employee on his/her working shift in his/her fire fighting company shall have chosen his/her first two (2) weeks or less of vacation leave.
- ¶179. For the purposes of this Article as it applies to employees assigned to work twenty-four (24) hour shifts or assigned to the WECC, vacation choice priority shall be as follows: Selections shall receive preference based on the number of consecutive work hours chosen – greatest number of hours given highest priority, least number of consecutive hours given the lowest. In the event of a “tie” preference shall be given based on Department seniority. The senior employee choosing to use vacation bumping rights under this provision must use the entire vacation period from which the junior employee has been bumped and will not be allowed to return to work until the acquired vacation leave that has been obtained by his/her bumping is exhausted. Said bumping under this provision shall be a minimum of twenty-four (24) hours

vacation and the request made ninety-six (96) hours prior.

¶180. The Chief of the Department may limit the number of employees who may be on vacation leave at any one time to one (1) on each working shift on each of the fire fighting companies. In the event there is a conflict among employees concerning the choice of vacation, preference shall be given on the basis of departmental seniority.

¶181. Of the Chief Officers (Deputy Chiefs and Battalion Chiefs) assigned to shifts, only one may be on vacation at any one time, except with the prior approval of the Chief of Department. Should a dispute arise as to the selection of vacations by Chief Officers (both Deputy and Battalion Chiefs) departmental seniority shall prevail. However, should a dispute arise in the next year the Chief Officer whose selection in the preceding year was not granted will then have first choice and so on.

¶182. The Chief of the Department may limit the number of employees assigned to the WECC who may be on vacation leave at any one time to one (1) on each of the combined complementing shifts. That is, one employee assigned to the WECC from the A and C shifts may be on vacation at any one time and one from the B and D shifts may be on vacation at any one time. In the event there is a conflict among employees concerning the choice of vacation, preference shall be given on the basis of departmental seniority.

¶183. Dispatcher/Supervisors may take vacation in any combination of day (9 ½ hour) or night (14 ½ hour) shifts.

¶184. Dispatcher/Supervisors are not subject to the "release" requirements of Section 6 herein.

¶185. Dispatcher/Supervisors may use the provisions of Sections 7 and 8 herein.

¶186. **Section 4.** If vacation leave will be earned by any employee during any calendar year, employees may carryover into the next calendar year the equivalent of up to one (1) shift. Any vacation leave or parts thereof beyond the equivalent of one (1) shift may only be deferred and taken during the following calendar year upon written request by the employee and approval by the Chief. If the Chief denies the said request, he shall give to the employee a written statement of the reasons for the denial. Such deferred vacation leave shall be taken with the limitation (understanding), that it shall not infringe upon any other scheduled vacation.

¶187. **Section 5.** No more than one (1) employee may be off duty on vacation leave on any fire fighting company on each platoon or at the WECC on each shift or among the Chief officers on each shift, during any vacation week which includes Thanksgiving Day, Thanksgiving night, Christmas Eve, Christmas Day, or Christmas night.

¶188. The BIT shall have no more than (2) members on leave at any time. The BFP shall have no more than four (4) members on leave at any time. These leaves shall include vacation time, flex time, comp time and personal days. Sick leave and injury leave shall not be considered for the purpose of this section.

- ¶189. **Section 6.** Each employee who is entitled to three (3) weeks of vacation leave with pay (as per the provisions of Section 1 hereof), shall select at least one (1) week between January 1st and June 30th of that vacation year in accordance with Section 3 hereof (this selection, if made, shall not be construed as a “first selection”, per the provisions of Section 3 hereof), unless he is otherwise “released” from this requirement as follows:
- ¶190. Examples: employees entitled to three (3) weeks of vacation shall be released by selections of employees entitled to one (1) or two (2) weeks of vacation and/or by employees entitled to three (3) weeks of vacation who have already been released or have met the requirements of this section and who choose additional shifts in this time period.
- ¶191. All vacation weeks which are “released” shall remain in the shift and company in which the release occurred. Exception: should an employee be released from the requirement of this Section 6 and then be transferred to another company subsequent to June 30th of that same year, such employee shall continue to be released on the shift and company to which he has been transferred.
- ¶192. **Section 6a.** The release provisions above shall be by Department Seniority and such release opportunities shall accumulate with the most senior employee (who has not taken or been released from his/her early vacation requirement), on a given company and shift until he accumulates or utilizes one (1) week of vacation, at which time the next release opportunity would go to the next most senior employee in that company on that shift.
- ¶193. **Section 7.** For employees assigned to a 42-hour work week, three consecutive day shifts or three consecutive night shifts of vacation entitlement that begin in a calendar year shall be considered to end in that calendar year, regardless of the date that said vacation entitlement actually ends.
- ¶194. **Section 8.** Employees wishing to guarantee their vacation selections taken subsequent to April 30th of a calendar year, shall select such vacation on a company and shift basis, if applicable, or by Bureau, per the provisions of this Article.
- ¶195. A. Such guaranteed selections shall be submitted to the Chief’s office no later than April 1st of each calendar year and entered into the electronic attendance program;
- ¶196. **Section 8a.** If an employee is promoted, or involuntarily transferred, he/she shall be entitled to his/her “guaranteed vacation” (as per Section 8 above), and Section 3 will not apply to this Section 8a. The intent is to allow two (2) people off at the same time in the same company if both have guaranteed vacations.
- ¶197. A. If an employee is unable to take his/her guaranteed vacation because of a shift change, he/she shall be allowed to adjust his/her remaining vacation to ensure his/her vacation during the same calendar week(s) OR any other available vacation selection in his/her new company and shift.
- ¶198. **Section 9.** Guaranteed or otherwise selected vacations in companies may be

canceled throughout the year provided: the employee canceling said vacation does so in writing and submits his/her replacement vacation selection which does not conflict with other vacation selections in his/her company on his/her shift; such cancellations and substitute selections shall be recorded by the company officer on duty and the staffing officer shall be notified of the change.

¶199. **Section 10.** Whenever the Mayor of the City of Waterbury declares a State of Emergency for the City, the Chief of the Department may, with notification to the affected employee, defer the employee's scheduled vacation falling within such State of Emergency. If the affected employee incurs any loss, the City and the Union shall meet and negotiate a reasonable settlement for such loss.

ARTICLE XXII
HOLIDAYS

¶200. **Section 1.** For purposes of this Article, the following days are designated as holidays and shall be paid one payment in November or December of each calendar year at the rate of ten (10) hours of regular pay per holiday for employees engaged in firefighting duties and eight (8) hours of regular pay per holiday for employees assigned to the WECC in accordance with the provisions of this Article:

New Year's Day	Independence
Day Martin L. King Day	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	Veterans' Day
Good Friday	Thanksgiving
Day Easter	Christmas
Memorial Day	

¶201. In connection with employees engaged in fire fighting duties or assigned to the WECC and for the purposes of this Section, the holiday shall be the exact statutory date thereof.

¶202. To be eligible for holiday pay, the employee must be in pay status for his/her last scheduled work day prior to the holiday and his/her first scheduled work day subsequent to the holiday and he/she must be in pay status on the holiday if he/she is scheduled to work on that day.

¶203. The date of the following holidays shall always be deemed to occur on the following dates and shifts:

¶204. For employees assigned to the WECC:

¶205. A. New Year's Day shall begin on the night shift of December 31st and end at the close of the day shift on January 1st.

¶206. B. Lincoln's Day shall always be February 12th.

- ¶207. C. Independence Day shall always be July 4th.
- ¶208. D. Christmas Day shall always begin on the night shift of December 24th and end at the close of the day shift on December 25th.
- ¶209. For fire fighters assigned to a 24-hour schedule:
- ¶210. All holidays except for Christmas and New Year's Day shall be deemed to begin at 8:00 a.m. on the actual date of the holiday and end at 7:59 a.m. of the following day.
- ¶211. **Section 2.** A holiday falling within an employee's vacation period shall be charged as a day of vacation leave, and the holiday shall be paid for, as per the provisions of Section 1 hereof.
- ¶212. **Section 3a.** In the event that an employee should work his/her regularly assigned shift on a holiday (as defined in Section 1 hereof), and if such employee also works beyond his/her regularly assigned shift on that holiday, then that employee shall be paid for said work beyond his/her regular shift at the rate of one and one-half (1½) times his/her regular hourly rate as provided in Article XXV (Wages).
- ¶213. **Section 3b.** In the event that an employee other than a line firefighters or line officer is required to work on his/her day off, which is a holiday, he/she shall be paid for the hours worked (but not less than 9-1/2 hours for a 42-hour employee and not less than 8 hours for a 40- hour employee) at the rate of one and one-half (1½) times his/her regular hourly rate as provided in Article XXV (Wages).
- ¶214. **Section 3c.** Tier I holidays shall be considered as the following: Christmas, New Year's Day, Easter, Memorial Day, Independence Day, Labor Day, and Thanksgiving. All other holidays shall be considered as Tier II. Line personnel (24 hour shift employees) working scheduled holiday duty shall receive time and one half pay for all hours worked, subject to a minimum of twelve (12) hours on a Tier I holiday. Line personnel (24 hour shift employees) working scheduled holiday duty on a Tier II holiday shall receive time and one half pay for all hours worked, subject to a minimum of eight (8) hours. Holdover on holidays due to late relief situations shall be paid time and one half only for the time worked. Line personnel (24 hour shift employees) subject to nonscheduled duty to fulfill additional staffing needs during emergencies which occur on a holiday shall receive time and one half pay for all hours worked, subject to a minimum of eight (8) hours. The on duty Deputy Chief will make the decision on when a member will be relieved from duty after the minimum hours worked is reached. For purposes of Holiday Overtime, the following shall apply for Christmas and New Year's only. The holiday shall commence at 2000 hours on Christmas Eve and New Year's Eve respectively, and the Holiday shall end at 2000 hours on the following day.
- ¶215. **Section 4.** Employees assigned to a 40-hour workweek schedule shall receive the day off with pay for each holiday listed in Section 1. For all holidays except for Easter, if the holiday falls on a Saturday, then the holiday will be observed on the preceding

Friday, and if the holiday falls on a Sunday, then the holiday will be observed on the following Monday. Easter shall be treated as a floating holiday and each eligible member shall be credited with the hourly equivalent of one (1) shift of additional time off to be used by the end of the calendar year.

ARTICLE XXIII
FIRE WATCH DUTY / EXTRA DUTY

- ¶216. **Section 1.** The term “Fire Watch Duty” for the purpose of this Article shall mean duty designed to assist in fire scene safety and related duties. The term “Extra Duty” shall mean the duties associated with work performed under the direction of the Fire Marshall pursuant to a request from any person or organization sponsoring, organizing or conducting an event for which fire department services are required.
- ¶217. **Section 2.** All “Fire Watch Duty” assignments shall be made by a Chief Officer. All Extra Duty assignments shall be made by the Fire Marshal or his/her designated representative, who must be an employee assigned to the Fire Marshal’s Office.
- ¶218. **Section 3.** Whenever any person or organization is required to or shall seek the services of the Fire Department for Extra Duty, such work shall be performed under the direction of the Fire Marshal and it shall be performed by employees in the bargaining unit. Such work shall be paid for by the person or organization who is required to or does seek such services.
- ¶219. **Section 4.** The rate of pay for Extra Duty for any bargaining unit member who performs such duty outside his/her regularly scheduled assigned duty shall be one and one half (1 ½) times the same hourly rate that he receives for his/her regularly assigned duties multiplied by the number of hours worked, with a minimum of four (4) hours to be paid for each assignment at such rate. In the event that Extra Duty results in an employee actually working a total number of hours in such workweek that triggers eligibility for overtime pay as provided in Article XVIII (Overtime), the pay provided under this section shall be deemed to apply to the overtime hours up to the number of fire watch duty or extra duty hours paid in the pay period.
- ¶220. **Section 4a.** If Extra Duty is performed on a legal holiday as provided for and defined in Article XXII (Holidays) of this Agreement, the employee performing such Extra Duty will be paid at two (2) times the same hourly rate as that which he receives for his/her regularly assigned duties multiplied by the number of hours worked, with a minimum of four (4) hours to be paid for each assignment at such rate, except if already on duty.
- ¶221. **Section 5.** An employee who desires assignment to Extra Duty work shall notify the Fire Marshal or his/her designated representative and in order to be considered must meet written Department requirements to be determined by the Fire Chief and Fire Marshal.

- ¶222. **Section 6.** Employees who indicate their availability for Extra Duty work shall be offered assignments in rotation, without regard to rank. Refusal of such an assignment shall have the same effect on rotation as accepting an assignment. An employee must have been notified the day before an Extra Duty assignment before it will affect his/her standing.
- ¶223. **Section 7.** Upon request of the Union, employees may donate their time voluntarily for specific charity organizations and occasions designated as hereinafter provided. This voluntary donation of the employee's time shall not affect his/her position on the Extra Duty roster. The Union shall establish a committee to determine the charitable organization and designate the occasions which will not affect the Extra Duty roster.
- ¶224. **Section 8** Eligible employees assigned to the Bureau of Fire Prevention will be assigned to "On Call" and "Extra Duty" duty on a rotating basis. The "On Call" duty will be based on a one week assignment. "Extra Duty" assignments will be made as they arise.
- ¶225. Eligible employees assigned to the Bureau of Instruction and Training will be assigned to "On Call" duty on a rotating basis as the "On Call" Safety Officer. The "On Call" duty will be based on a one week assignment. In the event all BIT members are unavailable, the department reserves the right to assign Safety Officer duties to qualified employees outside the BIT.
- ¶226. Any member performing "On Call" duties shall be assigned an appropriately equipped City vehicle.
- ¶227. "On Call" Safety Officer assignments or any portion of the week long assignment may be swapped utilizing eligible members outside the BIT on a rotating basis. Assignments are to be made on a rotating basis, first to members assigned to the BIT. If all those assigned to the Bit are unable to accept the assignment, it shall be offered to eligible employees outside of the BIT on a rotating basis. If none of the eligible employees outside of the BIT accept the assignment, that assignment will be the duty of the BIT member first in line for the assignment. If that BIT member refuses to accept the assignment, that member shall be removed from the eligibility list for ninety (90) days.
- ¶228. Members of the BFP may swap all or part of any "On Call" assignment or all of an "Extra Duty" assignment.
- ¶229. If a BFP member is unable to accept an assignment for "On Call" or "Extra Duty", it shall be offered to the next BFP member on the applicable rotation list. If all other BFP members are unable to accept the offered assignment, that assignment shall become the duty of the BFP member first on the applicable list at that time. Should that member then refuse the assignment, that member will be removed from the applicable list for ninety (90) days.

¶230. Members of the BFP that are “On Call” must respond to the scene within thirty minutes. “On Call” Safety Officers must respond within twenty minutes. The response window shall begin at the recorded time that the member is notified and shall end when the employee reports on scene. A member that is assigned “On Call” duty that does not report on scene within the appropriate response window may be removed from the “On Call” rotation for ninety (90) days at the discretion of the Fire Chief. The Chief shall consider any extenuating circumstances when making such determination.

ARTICLE XXIV **WORK WEEK**

¶231. **Section 1.** For members assigned to the Bureau of Emergency Services, the schedule shall consist of twenty-four (24) hour shifts, commencing at 0800 hours and continuing through 0800 hours the following day. The four (4) platoons shall be scheduled over a twenty-eight (28) day period that includes seven (7) work cycles of four (4) days each, with each four (4) day cycle consisting of one day on followed by three days off.

¶232. **Section 2.** The work week for employees assigned to the WECC, shall be an annualized average of forty-two (42) hours. This workweek shall be based on a schedule consisting of day tours of duty of nine and one-half (9½) hours each and of night tours of duty of fourteen and one-half (14½) hours each. In the event the City determines that it can more efficiently or economically operate on a schedule other than that specified above, it shall meet, consult and negotiate with the Union with respect to the effects of the institution of such schedule at least 30 days prior to the effective date.

¶233. **Section 3.** The work week for all employees not covered by Section 1 of this Article shall be forty (40) hours based on a five (5) day week. It shall be the policy of the City that the workweek provided for in this Section shall be based on a Monday through Friday schedule. The work schedule for forty (40) hour employees who work other than a Monday-Friday schedule shall remain in effect. In the event the City determines that it can more efficiently or economically operate on a schedule other than those specified above, it shall meet, consult and negotiate with the Union with respect to the institution of such more efficient or less expensive schedule.

ARTICLE XXV
WAGES

¶234. **Section 1.** On the first payday subsequent to the following dates, the following weekly rates shall be effective:

Position Classification	Base Rate	7/1/2021	7/1/2022	7/1/2023	7/1/2024
Fire Fighter P	\$1,120.52	\$1,151.33	\$1,183.00	\$1,218.49	\$1,255.04
Fire Fighter A	\$1,223.53	\$1,257.18	\$1,291.75	\$1,330.50	\$1,370.42
Fire Fighter B	\$1,273.12	\$1,308.13	\$1,344.10	\$1,384.43	\$1,425.96
Fire Fighter C	\$1,322.91	\$1,359.29	\$1,396.67	\$1,438.57	\$1,481.73
Fire Fighter D	\$1,392.77	\$1,431.07	\$1,470.43	\$1,514.54	\$1,559.97
Fire Driver (Permanently Assigned)	\$1,452.50	\$1,492.44	\$1,533.49	\$1,579.49	\$1,626.88
Fire Lieutenant	\$1,556.99	\$1,599.81	\$1,643.80	\$1,693.12	\$1,743.91
Fire Captain	\$1,696.17	\$1,742.81	\$1,790.74	\$1,844.46	\$1,899.80
Battalion Chief	\$1,845.31	\$1,896.06	\$1,948.20	\$2,006.64	\$2,066.84
Deputy Chief	\$2,096.95	\$2,154.62	\$2,213.87	\$2,280.28	\$2,348.69
Executive Officer	\$2,406.95	\$2,406.95	\$2,406.95	\$2,406.95	\$2,479.16
Administrative Battalion Chief	\$1,953.65	\$2,007.38	\$2,062.58	\$2,124.46	\$2,188.19
Administrative Captain	\$1,795.63	\$1,845.01	\$1,895.75	\$1,952.62	\$2,011.20
Fire Marshal	\$2,220.28	\$2,281.34	\$2,344.07	\$2,414.40	\$2,486.83
Assistant Fire Marshal	\$1,953.65	\$2,007.38	\$2,062.58	\$2,124.46	\$2,188.19
Deputy Fire Marshal	\$1,795.63	\$1,845.01	\$1,895.75	\$1,952.62	\$2,011.20
Captain/Inspector	\$1,795.63	\$1,845.01	\$1,895.75	\$1,952.62	\$2,011.20
Lieutenant/Inspector	\$1,648.17	\$1,693.49	\$1,740.07	\$1,792.27	\$1,846.04
F/F/ Inspector	\$1,500.66	\$1,541.93	\$1,584.33	\$1,631.86	\$1,680.82
F/F Inspector Driver	\$1,563.99	\$1,607.00	\$1,651.19	\$1,700.73	\$1,751.75
Director of Training	\$2,220.28	\$2,281.34	\$2,344.07	\$2,414.40	\$2,486.83
Lieutenant Training Div.	\$1,648.17	\$1,693.49	\$1,740.07	\$1,792.27	\$1,846.04
Captain Training Division	\$1,795.63	\$1,845.01	\$1,895.75	\$1,952.62	\$2,011.20

¶235. +If occupant holds a line rank which carries a higher wage, the occupant will receive the higher wage rate.

¶236. *Wages are if occupant of position has State of Connecticut Certification for said position; otherwise occupant of position shall receive his/her rank's wage.

¶237. **Each employee and eligible retiree shall receive retroactive pay from July 1, 2021

through the implementation date of this binding agreement. Retroactive payments made to eligible retirees for back pay shall not result in the recalculation of the pensions awarded to retirees prior to the implementation date of this Agreement. Said pensions shall remain as originally awarded by the Retirement Board. Following June 30, 2024, retroactive payments shall only be made to all employees in active service on the date that each successor collective bargaining agreement is approved by the City of Waterbury Board of Aldermen within sixty (60) days of the effective date of that approval.

¶238. **Section 2a.** All fire fighters shall receive the rates shown in this Article for the rate step they have attained on the anniversary of their hiring date.

¶239. **Section 3.** The City reserves the right to change the pay period to bi-weekly and/or change the payday for employees.

¶240. **Section 4.** Employees hired after July 1, 2022 shall be required as a condition of their employment to authorize direct deposit of their paychecks.

ARTICLE XXVI **SPECIAL ASSIGNMENT**

¶241. **Section 1.** Employees assigned by the Fire Chief to the following special assignments shall be paid as hereinafter noted. These special assignments are:

¶242. (a) The officer in charge each shift of Engine No. 4 or, in his/her absence, his/her designee, shall receive the amount noted in the schedules hereafter set forth in consideration of his/her obligation to perform the “work” and assignment formerly performed by the stock room clerk. This payment will be made on the basis of a five (5) day, Monday through Friday work week and only that officer on the day tour on a Monday through Friday basis shall receive payment for the “work” performed per the provisions hereof. Nothing herein shall prevent the City from assigning these duties within or outside the bargaining unit, in which case the Special Assignment payment will be discontinued;

¶243. (b) The officer in charge, or his/her designee, at Engine # 2 who performs the staffing assignment functions and tasks, including notification of the employees as to the “tramping” which employees must perform on a particular tour and including the administration of the officers’ overtime list per Article XVIII (Overtime), Section 1 (c), shall receive the amount on the schedules as hereinafter set forth. Nothing herein shall prevent the City from assigning these duties within or outside the bargaining unit, in which case the Special Assignment payment will be discontinued;

¶244. (c) The fire fighter in charge, or his/her designee, at Engine # 2 who performs the City-Wide Overtime assignment functions and tasks, shall receive

the amount noted on the schedules as hereinafter set forth. Nothing herein shall prevent the City from assigning these duties within or outside the bargaining unit, in which case the Special Assignment payment will be discontinued;

- ¶245. (d) The employee in the Fire Marshal's Office who assigns the Extra Duty;
- ¶246. (e) Members who perform scene Safety Officer duties.
- ¶247. (f) A Fire Officer who is assigned as the Fire Chief's Aide will perform all duties assigned to him/her pertaining to the Fire Department generally or the Chief's Office specifically, and for purposes of pay and benefits, s/he shall be treated comparable to an Officer of corresponding rank in the BIT.
- ¶248.

Special Assignment	Base Pay	July 1, 2014
Employee who assigns Extra Duty (per week)	\$15.09	\$16.09
Day Tour Officer or Designee at Engine 4 (per day shift)	\$ 13.98	\$14.91
Staffing Officer or Designee at Engine 2 (per 12 hours)	\$ 13.98	\$14.91
Fire Fighter in charge of City-Wide Overtime (per 12 hours)	\$ 13.98	\$ 14.91
Fire Driver not regularly assigned (per shift)	\$27.75	\$29.59
On Call Pay for Bureau of Fire Protection Employees and Safety Officer (per day)	\$15.00	\$20.00

- ¶249. **Section 2.** Each fire fighter who is not regularly assigned as a Fire Driver shall receive special assignment pay per Section 1 prorated according to the actual number of hours during which he served as a Fire Driver.
- ¶250. **Section 3.** Each member assigned to the Rescue-Hazmat Company #9 shall meet the annual training requirements set forth by the department. Trained members assigned to the Rescue-Hazmat Company #9 shall receive a quarterly stipend of two hundred and fifty (\$250.00) with the first quarterly payment made on the first payroll following January 1st of any year.

ARTICLE XXVII
INSURANCE

¶251. **Section 1.** Effective July 1, 2018, each active member of Local 1339 may elect to enroll in and begin participation in the medical and dental coverage provided through the Northwest Fire Fighter's Trust (NWFFT) as described in this Article. The current coverage provided by the plan is attached as Appendix A (Plan Document) of this agreement. The parties agree that the NWFFT alone has the authority to change the terms of coverage for this plan.

¶252. **A. Medical and Dental Benefits**

The NWFFT Health Plan design is currently an HDHP-HSA with deductible parameters of \$2,000/\$4,000. All other NWFFT Health plan perimeters are as defined in plan documents. The NWFFT Dental Plan is currently a Delta Dental Plan and may be subject to plan design change as will be determined by the NWFFT. The employee co-share with respect to the NWFFT Dental Plan premium shall be twenty percent (20%).

¶253. **Health Saving Account Funding:** The employer shall fund the employee's HSA in the following amounts:

¶254. 1. The City will fund fifty percent (50%) of the deductible in the HSA payments to be made quarterly at the time of the first paycheck of each quarter.

¶255. 2. Following one month from the date of hire, the City shall deposit twenty-five percent (25%) of the City's contribution to the employee's HSA. Thereafter, the City shall fund the probationary employee's HSA in the same manner as regular active employees.

¶256. The parties agree that the NWFFT plan shall be in effect for four plan years of twelve (12) months each for a total of forty-eight (48) months unless the parties agree otherwise.

¶257. **B. Employee Contribution**

¶258. Employee premium cost share for the HDHP-HSA shall be as follows: Effective with the first plan year the employee contribution shall be seventeen percent (17%).

¶259. Effective during the second plan year the employee cost share contribution shall be seventeen percent (17%).

¶260. During the third plan year the employee cost share contribution shall be eighteen percent (18%).

¶261. During the fourth plan year, the employee cost share contribution shall be eighteen percent (18%).

¶262. **C. Employee Co-Pay Prescription Drug Plan**

Employee Co-Pay Prescription Drug Plan is provided through the terms of the NWFFT Plan and is included in Appendix A.

¶263. **D. Retiree Medical Benefits**

All those retired during the period between December 19, 2013 and July 1, 2014 and who were not affected by the implementation of the City's first iteration of the CIGNA-administered HDHP-HSA plan shall not be affected by the implementation of the NWFFT HDHP-HSA Plan.

¶264. **E. Opt-Out**

Members of the Waterbury Firefighters Association may, during the annual open enrollment period, opt to not participate in the health plan ("opt-out") offered by the City of Waterbury. In return, the City, upon the commencement of the coverage period, will compensate the employee in the amount of \$1,500-, so long as such payment is not prohibited or penalized under the Affordable Care Act or any other statute, regulation or ordinance. This payment, which shall not constitute pensionable compensation, shall be made using the same schedule as payments made to active plan participants. Any employee that elects to opt-out shall be required to attest to alternative coverage and provide evidence of such alternative coverage before any such payment shall be made by the City. For purposes of this provision, valid alternative coverage shall not include any alternative coverage offered by the City of Waterbury and/or the Waterbury Board of Education, and shall not include any subsidized coverage under the Affordable Care Act. If such employee, as a result of a Section 125 qualifying event, is unable to continue to receive such alternative coverage, he may return to the Plan, but will be required to reimburse the City for the amount of any payments he received during that plan year pursuant to this provision. If an employee separates employment during the plan year, the City shall not be obligated to make any future payments under this provision after a separation date is known. New employees may opt out of the coverage and will be compensated based on the proportionate share of the above amount for the number of months of the plan year that the coverage is not selected.

¶265. **Section 2.** The City shall maintain a plan pursuant to Section 125 of the Internal Revenue Code, to allow pre-tax payment of premium cost shares to the extent permitted by law.

¶266. **Section 3.** The City shall provide, without charge to the employee, life insurance coverage in the face amount of his/her annual base salary (i.e., the applicable Article XXV Wages stated in annualized terms), of the employee rounded up to the next \$1,000.00, with double indemnity for accidental death. The terms of this insurance benefit shall be governed by the current policy document. Any subsequent policy document shall provide coverage equal to or better than the current policy document.

¶267. **Section 3a.** In addition to the life insurance prescribed by Section 3 hereof, if a sufficient number of employees expresses an interest in exercising the following option for additional life insurance (a sufficient number so that the life insurance may be purchased at group rates), then, subject to the approval of the insurance company from which the group of employees wishes to purchase this life insurance, the City will allow an employee to purchase, at the employee's cost, an additional amount of life insurance equal to the current amount of the current annual wages (that is, the Article XXV Wage Rate on an annualized basis), at the group rate which the City is currently paying for life insurance. The maximum amount of life insurance which may be purchased under this program is \$75,000.00.

¶268. **Section 4a. City Plan Reentry:**

If the Union requests that the employees return to the City health, prescription drug and dental insurance plans during the term of this Agreement or prior to the effective date of a successor agreement, the return shall be to a HDHP/HSA plan having HDHP parameters of \$2,000 individual/\$4,000 family (\$2,000/\$4,000plan). The cost share for the employee shall be 20%. The City's HSA contribution shall be at 45% of the applicable deductible. All other plan parameters, including out of network deductibles, shall be the same plan parameters as then exist in the HDHP plan covering the Waterbury City Employees Association (White Collar). The City shall be, at its discretion, be entitled to utilize and apply any programs being used to manage plan costs that it is using with other City provided health, prescription drug and/or dental plans at the time of reentry. No return can be effectuated prior to July 1, 2023 unless the NWWFT ceases to provide health and/or dental coverages.

¶269. **Section 5.** Any question concerning eligibility for coverage or payment of benefits pertaining to any of the aforementioned provisions shall be determined in accordance with the provisions of the plan document(s) provided by the NWWFT.

¶270. **Section 6.** Should the Union notify the City that a sufficient number of employees are interested in purchasing additional insurance benefits from any of the present carriers of Health or Life Insurance and such purchase will result in no cost to the City, said City will deduct from the weekly wages and transmit to the proper carrier, the sum of money indicated on a City approved deduction form (provided by the Union), when the said form is signed by the employee and is presented to the City.

¶271. **Section 7.** Those employees who are participating in the City's medical insurance plan at the time of retirement, and who retire with a full normal retirement, and who are not eligible for Medicare at the time of retirement shall be eligible to participate in such medical insurance plan which the City provides to its active bargaining unit employees, as such plans may change pursuant to any successor collective bargaining agreement, subject to the same conditions as may exist at any time for such active employees. Such coverage shall be provided to the retiring employee and his/her eligible spouse at the time of retirement and/or eligible dependents at the time of retirement.

¶272. **Section 7a.** Retirees shall pay a premium cost share according to the following: (1) retirees who were actively employed on November 1, 2008 and who have been continuously employed since that date shall pay one hundred percent (100%) of the dollar amount of the

premium cost share for the plan he/she elects that active employees are required to pay at the time of his/her retirement; (2) retirees who were hired or rehired after November 1, 2008 shall pay 102% of the applicable cost of the plan (i.e., COBRA cost including allowable administrative fee).

¶273. **Section 7b.** Effective as of the signing of this agreement a retiree, who has attained the age of 65 years and receives medical insurance benefits per the provisions of this Article and who is eligible for either (1) Medicare A or B, or (2) Medicare A and B, must participate in the Medicare program in which he/she is eligible to participate. The City will provide supplemental coverage (the City to reimburse the retiree/spouse of retiree for the cost of the monthly premium for this supplemental coverage, the payment for which will be made in the first instance by the retiree / spouse of retiree); which reimbursement will be made annually to the retiree/spouse of retiree upon proof of payment of the premium for said supplemental coverage by the retiree/spouse of retiree.

ARTICLE XXVIII ELIGIBILITY LISTS AND PROMOTIONS

¶274. **Section 1.** Whenever any vacancy(s) occurs within any promotional position within the Fire Department as result of a termination, or as the result of a re-allocation or re-classification, or as the result of the creation of a new position, and an eligibility list (for the class to which such position is allocated), is in existence at the time of such termination, re-allocation, re-classification, or at the time such new position is created, the Fire Chief, no later than ten (10) days after the date of such vacancy, shall request the Personnel Director to certify the names of eligible persons from such eligibility list, and within ten (10) days after such request is made, the Personnel Director shall so certify, and the Fire Chief, no later than ten (10) days after the date on which such certification is made, shall appoint the person so selected, to fill such vacancy. If a vacancy occurs during the last ten (10) days of the term of an eligibility list, the Fire Chief shall immediately request certification of the names of the next eligible individuals on the appropriate eligibility list directly from the Personnel Director who shall immediately certify the names of such eligible individuals. This request for certification shall be subject to the post-approval of the Mayor and of the Budget Director, which approvals are normally required. The intent of the two preceding sentences is to assure the promotion of an individual on the eligibility list for the position in question, which eligibility list is in existence at the time the vacancy occurs. Whenever such vacancy in a promotional position occurs and there is no appropriate eligibility list in existence, the Personnel Director, within one hundred-fifty (150) days of the date of such vacancy, shall conduct a competitive examination, in accordance with the Civil Service ordinance (in existence July 1, 2004), and the rules and regulations pertaining thereto, in order to establish an eligibility list from which such vacancy shall be filled. Within fifteen (15) days after such list is established, the Fire Chief shall request the Personnel Director to certify the names of the eligible persons on such eligibility list, and within fifteen (15) days after such request is made, the Personnel Director shall so certify, and the Fire Chief, no later than fifteen (15) days after such

certification is made, shall select such person to fill such vacancy.

ARTICLE XXIX
MISCELLANEOUS

- ¶275. **Section 1.** No employee in the fire fighting force shall be assigned to perform any duty which is unrelated to fire fighting, fire prevention (including inspections), Emergency Medical Services or rescue work or to care and maintenance of fire fighting equipment and apparatus, or to the normal cleaning required to maintain the quarters and areas in which he is employed, in a clean and sanitary manner. Nothing herein prohibits the Chief from assigning personnel to work on special projects relating to department business on a day-to-day basis on their assigned shift.
- ¶276. **Section 2.** Upon his/her request, any employee has the right to inspect his/her service and medical records at any reasonable time.
- ¶277. **Section 3.** Any employee will be considered relieved from duty when his/her replacement reports for duty, fit and ready for work, to the officer in charge of the company. An officer shall not be considered relieved from duty until his/her replacement is present, fit and ready for work.
- ¶278. **Section 4.** Between the period May 1 through September 30 inclusive, each employee shall have the option of wearing a short sleeved shirt, without tie or blouse, as part of his/her dress uniform. However, if a blouse is worn during this time period a tie must be worn. Nothing in this Section shall prevent the Fire Chief from prescribing the dress uniform to be worn at a special function or any event.
- ¶279. **Section 5.** The City and the Union agree that the eight (8) currently designated Fire Department parking spaces contiguous to the Field Street Fire Station shall remain set aside for parking for Fire Department employees assigned to Headquarters.
- ¶280. **Section 6.** Any provision of the Charter of the City of Waterbury and/or Civil Service Rules and Regulations of the City of Waterbury, to the contrary notwithstanding, there shall be no residency requirements for any member of the Waterbury Fire Department. Further, with respect to promotional examinations within the Waterbury Fire Department, the City shall place no prohibition or penalty upon any bargaining unit member because of his/her residency.
- ¶281. **Section 7.** The City shall provide to the Union copies of any Administrative orders, memorandum, or communications that are sent from or through the Chief's Office to the Department or individual companies or Bureaus. This does not apply to correspondence sent to individuals, but does apply to copies of disciplinary actions.
- ¶282. **Section 8.** No employee shall engage in any ongoing activity of an emergency nature for another municipality (other than the City of Waterbury), which emergency work is known to have caused heart and hypertension problems as covered under the provisions of Sections 7-314a and 7-433c of the Connecticut General Statutes without

the prior agreement of the appropriate officials of the two (2) municipalities involved; that is, the Fire Chief and Director of Personnel of the City of Waterbury, and the Chief Executive Officer or governing board of the emergency service for the other municipality. Nothing in the agreement between the City of Waterbury and the other municipality or in this Section shall reduce the benefits to an employee while acting as an employee of the Waterbury Fire Department. The provisions of this Section shall not apply to any activity of the employee while in the employ of the City of Waterbury. The City shall provide forms for all new hires, which forms will indicate the employees' compliance with this provision. The provisions of this Section 9 shall not be construed to deprive any employee who is engaged in any ongoing activity of a volunteer emergency nature for another municipality, (which municipality, by vote of its legislative body, has adopted the provisions of Section 7-322b(b) of the General Statutes) from receiving the rights and benefits prescribed by Section 7-322b of the General Statutes.

- ¶283. **Section 9.** The parties agree that employees will continue to perform the day-to-day care of vehicles used by the Chief Officers.
- ¶284. **Section 10.** The parties further agree that all members shall be trained to use the SCBA refilling station and shall be responsible for the refilling of their SCBA on a day-to-day basis.
- ¶285. **Section 11.** The parties recognize that if any provision of this Agreement is contrary to a specific practice existing prior to the effective date of this Agreement, then the provision of this Agreement shall prevail.
- ¶286. **Section 12.** This Agreement represents the complete and full understanding of the parties with respect to rates of pay, wages, hours of employment and other terms and conditions of employment which shall prevail during the term hereof and any matters or subjects not covered herein have been satisfactorily adjusted, compromised or waived by the parties for the life of this Agreement.
- ¶287. **Section 13.** Whenever a male gender is used in this Agreement it shall be construed to include male and female employees unless biologically infeasible.
- ¶288. **Section 14.** If any provision of this Agreement, or application of Such Provision, should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.
- ¶289. **Section 15.** As a condition of employment, fire fighters who operate City vehicles in the course of their employment shall be subject to annual motor vehicle background checks and shall maintain valid operating licenses at all times. Said employees shall execute all required authorizations necessary for the City to conduct such background checks.
- ¶290. **Section 16.** Whenever an Engine Truck or First Driver vacancy occurs, the Chief

shall post the vacancy for no less than ten (10) days. Qualified drivers interested in the position shall forward their names in writing through the chain of command. The applicant's immediate supervisor and the Battalion or Deputy Chief (as appropriate) shall attach their recommendations to the request. For purposes of this provision, a "Qualified driver" is a current certified driver at the time of the vacancy. The Chief, after forty (40) days from the date the vacancy is first posted, shall either assign a first driver to a vacant position and repost the resulting vacancy or, select from the names submitted. The City shall choose from the ten (10) most qualified applicants using department seniority.

¶291. **Section 17. Personal Appearance Standards.**

¶292. A. Members are required to maintain themselves in a manner consistent with normally accepted standards of personal and oral hygiene. Hair shall be neat, clean, trimmed and present a well-groomed appearance consistent with performance and safety measures. Hair length shall not extend below the ear on the sides or below the shirt collar in the rear. Female members in uniform shall be required to place their hair in a neat bun or other similar compact appearance to conform to these standards. Wigs/hairpieces may be worn, but in a manner consistent with these standards. Dyed hair is allowed, however it shall be a conservative color.

¶293. B. Facial hair (i.e., beards, goatees) other than mustaches shall be prohibited. Mustaches will not extend more than ½ inch below the lower lip. Sideburns shall not extend below the ear lobe.

¶294. C. All members will ensure that fingernails are clean and trimmed neatly, presenting professional appearance. Members will wear only clear fingernail polish. Eyewear, including sunglasses, prescription glasses, etc., and retaining straps must be conservative. Brightly colored or multi-colored glasses and straps are not permitted. Examples of acceptable frame colors are gold, silver, black, and brown. Examples of unacceptable frame colors include orange, lime, green, yellow, red, or purple.

¶295. D. Earrings or ear posts of any size shall not be worn by members while on duty. Members shall not wear any body piercing jewelry that is visible to the public or would compromise members' safety while on duty.

¶296. E. No member will be permitted to have a tattoo on or above the neck, or on his/her hands. The exception to this will be a tattooed wedding band on the ring finger, or any tattoo resulting from a surgical procedure or bona fide medical or cosmetic issue. A member hired prior to the date of the ratification of this Agreement shall not be required to cover any sleeve, neck, or leg tattoo while on duty unless it was obtained on or after the date of ratification of this Agreement. A member hired on or after the date of ratification of this Agreement must cover any sleeve or leg tattoo while on duty. Any tattoo that is deemed by the Fire Chief to be offensive must be covered so it is not visible while a member is on duty. Neutral colored make up, an adhesive bandage, or a form fitting sleeve can be used to cover tattoos when required. The determination by the Fire Chief of what is considered to be offensive will be based on obvious depictions of nudity, profanity, obscenity, or indecent drawings. The Fire Chief shall issue upon any

member whom he/she deems to have an offensive tattoo an order, in writing, notifying him/her of the Fire Chief's determination, and ordering that member to cover the tattoo in an appropriate manner consistent with this policy while on duty. The member may grieve the Fire Chief's determination in accordance with the grievance and arbitration procedure set forth in Article 5 of this Agreement. There shall be no restriction on tattoos that are on areas of the body that are not visible while in uniform.

ARTICLE XXX
SUBSTANCE ABUSE TESTING

¶297. **Section 1. Policy**

The City of Waterbury and the Waterbury Firefighters Association, L1339, IAFF, recognize that drug use by employees would be a threat to the public welfare and the safety of department personnel. It is the goal of this policy to eliminate or remedy illegal drug usage through education and rehabilitation of the affected personnel. The use of alcoholic beverages or unauthorized drugs shall not be permitted at the Employee's work sites and/or while an employee is on duty, nor shall an employee be under the influence of alcohol or illegal drugs while on duty.

¶298. **Section 2. Informing Employees About Drug & Alcohol Testing**

The City shall inform the employees on how the tests are conducted, what the test can determine, the consequence of testing positive for drug use, and any drug or alcohol counseling, rehabilitation, and employee assistance programs that are available. All newly hired employees will be provided with this information during their initial period of orientation. No employee shall be tested before this information is provided to him/her. All Fire Department employees who hold a supervisory position will be required to attend training which is mutually accepted by the Union and the City with regard to drug and alcohol use and the physical, behavioral and performance indicators of possible drug and alcohol use that will be used in determining whether an employee is subject to the reasonable suspicion testing as outlined in this article.

¶299. **Section 3. Prior to Implementation of Policy**

¶300. A. Any employee that feels that he or she has developed an addiction to, dependence upon, or problem with alcohol and/or drugs, legal or illegal, is encouraged to seek assistance. Entrance into the Employee Assistance Program (EAP) can occur by self-referral, recommendation, or referral by supervisor upon the member's request.

¶301. B. Requests for assistance by any of the above will remain confidential between the employee and the employee assistance personnel.

¶302. C. The Fire Chief, a designated Assistant Chief or the Medical Control Officer shall be the only member to monitor an individual's progress through the Employee Assistance Program.

- ¶303. D. Rehabilitation itself is the responsibility of the employee. Every attempt will be made by employees to schedule rehabilitation and counseling during non-working hours.
- ¶304. E. To be eligible for continuation of employment, the employee must provide through the Employee Assistance Program that he/she is continuously enrolled in a treatment program and actively participating in that program.
- ¶305. F. Upon successful completion of treatment, and a written statement to that effect to the Department, the member shall be returned to active status without reduction in pay or seniority.

¶306. **Section 3. Basis for Testing**

- ¶307. Administration of screening tests to detect the presence of drugs or alcohol shall occur as follows:
- ¶308. A. Testing may be done for each employee at least once every 24 months.
- ¶309. B. In addition to the above, all employees shall be subject to random testing as defined herein.
- ¶310. C. Testing shall be performed upon reasonable suspicion that an employee is using or is under the influence of illegal drugs, is abusing legal drugs or alcohol, or is reporting for duty under the influence of drugs or alcohol.
- ¶311. In addition, testing may be performed in the event that an employee is involved in a motor vehicle accident on duty, which results in personal injury.
- ¶312. Selection for random testing shall be done with a computer-based random number generator that is matched to an employee's identification number. Random tests will be unannounced and spread reasonably throughout the year. There will be no pattern to when random tests will be conducted and all employees have an equal chance of being selected for testing from the random pools each time random tests are conducted. Employees shall remain in the pool even after being selected and tested. Therefore, an employee may be selected for a random test more than once during a year. The Chief shall provide information to the Union which will enable the Union to verify that all employees who are working, and are not on extended leave, are in the pool for random testing.
- ¶313. An employee may be required to undergo testing based on "reasonable suspicion" when objective facts and observations are brought to the attention of a superior officer and, based upon the reliability and weight of such information, the superior officer can reasonably infer or suspect that the member is using illegal drugs, is abusing legal drugs or alcohol, or is reporting for duty under the influence of drugs or alcohol. Reasonable suspicion must be supported by specific facts which may include, but are not limited to: reports and observations of the member's drug related activities, such as purchase, sale

or possession of drugs, associations with known drug dealers or users, observations of the member at known drug or drug related locations; an otherwise unexplained change in the member's behavior or work performance; an observed impairment of the member's ability to perform his/her or her duties.

¶314. If the employee is ordered to submit to a drug and/or alcohol test, the employee shall be given a brief verbal statement of the basis for reasonable suspicion. A verbal directive to submit to a drug and/or alcohol test shall be confirmed in writing, but the testing shall not be delayed pending issuance of such written directive.

¶315. **Section 4. Testing Procedures**

¶316. All testing shall be administered during an employee's regular work hours.

¶317. Testing for alcohol shall be by breathalyzer and, if positive, there shall be a confirming test. Testing for drugs shall be by urine testing.

¶318. For urine testing, the sample will be split into two parts. An employee whose drug test results in a positive report may, within forty-eight (48) hours of receiving notification of such result, request in writing to the Chief of the Department that the second part of the sample be made available for re-testing at a licensed or certified laboratory of the employee's choosing. The second part of the sample shall be transferred to that laboratory in such manner as to ensure proper chain of custody. The second test performed at the employee's request shall be at the expense of the employee. If the second test is negative, the positive test shall be null and void and the City shall reimburse the employee for the cost of the second test.

¶319. **Section 5. Interference With or Refusal to Submit to Testing**

¶320. Any alteration, switching, substituting or tampering with a sample or test given under this Agreement by any employee shall be grounds for immediate suspension and subsequent disciplinary action which may include dismissal. The refusal by an employee to submit to a drug or alcohol screening test pursuant to the provisions of this Article, or to cooperate in providing information needed in connection with the testing, shall result in the employee's immediate suspension without pay and subsequent disciplinary action which may include dismissal.

¶321. **Section 6. Rehabilitation**

The opportunity for rehabilitation (rather than discipline) may be granted once for any employee who :

¶322. A. voluntarily admits to alcohol or drug abuse prior to selection for testing or,

¶323. B. tests positive for alcohol or abuse of legally prescribed drugs for the first time or,

- ¶324. C. prior to submitting to the prescribed random test, voluntarily admits to alcohol or drug abuse.
- ¶325. Except that such opportunity for rehabilitation shall not be available to any employee who is operating a motor vehicle while under the influence of alcohol or illegal drug while traveling from the employee's abode to work, while on duty, or while driving from work to the employee's abode. Under the influence of alcohol shall be defined as meeting or exceeding the limit set in Conn. Gen. Stat. § 14-227a, as amended.
- ¶326. Rehabilitation shall be offered through the City's Employee Assistance Program.
- ¶327. Employees who voluntarily come forward and ask for assistance to deal with a drug or alcohol problem shall not be subject to disciplinary action solely on the basis of that drug or alcohol problem. This program is designed to provide care and treatment to employees who are in need of rehabilitation. Details concerning treatment any employee receives at this program shall remain confidential and shall not be released to the public.
- ¶328. The employee shall use accumulated sick or vacation leave for the period of any absence for the purpose of rehabilitation. All treatment will be at the sole expense of the employee, to the extent not covered by the employee's health benefits plan. As part of any rehabilitation program, the employee may be required to undergo periodic screening for drugs or alcohol. If, after screening, the employee has tested positive, he will be immediately suspended and will be subject to discharge.
- ¶329. No employee shall be relieved or transferred to other than his/her usual duties on the basis of one test result, although the employee may be re-evaluated for his/her duty assignment
- ¶330. **Section 7. Consequences of Positive Test**
- ¶331. The consequences of a positive test shall be as follows:
- ¶332. A. For use of an illegal drug - discharge.
- ¶333. B. For abuse of a legally prescribed drug - one opportunity for rehabilitation, then discharge.
- ¶334. C. For alcohol (at the level of .08 or above) – one opportunity for rehabilitation, then discharge unless the employee is engaged in the operation of a motor vehicle and tests at a level of .08 or above. If the employee is engaged in the operation of a motor vehicle, during portal to portal travel (as the term "portal to portal" applies through the State of Connecticut Workers Compensation Act) or while on the job, and the employee tests at the level of .08 or above, then there shall be no opportunity for rehabilitation and discharge shall be implemented.

¶335. **Section 8.** **Testing Facility**

¶336. The Chief shall consult with the Union prior to selecting a facility to administer drug and alcohol tests and shall take into consideration the Union's concerns with respect to the procedures followed by such facility.

ARTICLE XXXI
TRAINING

¶337. **Section 1.** Whenever a need exists for the Department to require an employee to attend fire fighting schools, conferences, or other related training courses, the opportunity will be offered to all qualified employees. The Department will issue notice of such training activity and following such notice, each employee wishing to attend will indicate, in writing, to the Chief, his/her desire to participate in such activities. The Chief will then select and authorize the employee(s) to attend such activity, taking into account the employee's qualifications, seniority, and anticipated future service with the Department. Nothing herein shall prevent the Chief from assigning employees to required training necessary to carry out the duties of the Department. Such selection shall not be subject to the Grievance Procedure beginning at Section 4 of Article V (Grievance Procedure) or to review in any other manner.

¶338. Employees so selected shall be granted sufficient time off with pay to attend such activity and the City will pay all necessary and reasonable expenses that arise out of such activity and shall, if necessary, provide substitutes to work the selected employee's normal shift. If such training shall occur during the selected employee's time off, he shall be granted an equal amount of compensatory time off provided that such time off shall not be granted in such a way as to require payment of overtime, pursuant to Article XVIII (Overtime), to any other employee.

¶339. **Section 2.** "42" hour personnel and employees regularly assigned to work twenty-four (24) hour shifts who are to receive training for one (1) week or more shall be assigned to a "40" hour week starting at 0800 hours the Monday morning of the week training is to begin. A week of training shall mean a minimum of five (5) calendar days of training in one (1) calendar week (Monday through Sunday, inclusive)..

¶340. A. Such personnel who are scheduled to work the night shift or past 2000 hours on the Sunday before the Monday morning commencing the 40 hour assignment shall be placed off-duty with full pay that Sunday night shift or at 2000 hours.

¶341. B. Personnel assigned to such training shall be granted off-duty status both the Saturday and Sunday following the last day (or night) of training, with no loss of pay.

¶342. C. They shall not be re-assigned to their companies until 0800 the Monday after the training is completed.

¶343. D. Personnel assigned to a 40 hour week for training shall be re-assigned back to

the same assignment - that is the same company and same shift - which they held prior to being assigned to a 40 hour week. Such employees shall retain all rights and benefits as if they never had been assigned to a 40 hour week. These benefits shall include, but are not limited to, company seniority, driver position, Acting Lieutenant designation, vacation selections, and all overtime opportunities which he would have worked.

¶344. E. 42 hour personnel and employees regularly assigned to work twenty-four (24) hour shifts assigned to training for one (1) calendar week or more will not be allowed to work beyond their assigned shift or swap for a period commencing with the night shift or 2000 hours on the night before such training is to start and ending with the day shift or 0800 hours on the last day of training (or the night shift and 2000 hours if such training is scheduled on that night.)

¶345. F. Personnel who had scheduled vacations(s) and canceled such vacation(s) because it fell during the time they are assigned to the 40 hour week shall be allowed to select a new vacation(s) in that year. If such selection(s) is not approved because of contractual provisions, then the employee will be allowed to defer their vacation(s) into the next year.

¶346. **Section 2a.** For the purposes of training for 42 hour personnel and employees regularly assigned to work twenty-four (24) hour shifts for a period of less than one (1) week, the following will be in effect:

¶347. A. The Chief shall select one of the following options for any employee who is scheduled to work the shift immediately before the start of a training session, and notify the employee of the selection before the training is to start:

¶348. 1. The shift immediately before off, with pay;

¶349. 2. The shift immediately after off, with pay, provided he is scheduled to work such shift;

¶350. 3. Pay for the hours of training in accordance with Article XVIII (Overtime)

¶351. B. The Chief shall select one of the following options for any employee who is off for the shift immediately before the start of a training session, and notify the employee of the selection before the training is to start:

¶352. 1. The shift immediately after off, with pay, provided he is scheduled to work such shift;

¶353. 2. Pay for the hours of training in accordance with Article XVIII (Overtime).

¶354. C. Any employee who is off for both the shift immediately before and immediately after the training session will be paid for the hours of training

¶355. D. Any employee who is scheduled to work the shift that is during the training session will be given that shift off.

- ¶356. E. Any employee who had scheduled vacation(s) and canceled such vacation(s) because it fell during a training session, shall be allowed to select a new vacation(s) in that year. If such selection is not approved because of contractual provisions, then an employee will not lose his/her vacation time and may be allowed to defer his/her vacation(s) into the next year, with the permission of the Chief.
- ¶357. **Section 2b.** The Chief shall grant reasonable amount of time off to travel to and return from a training session.
- ¶358. **Section 2c.** The Chief may prohibit all employees who are covered by this Section 2 from working overtime on the shift immediately prior to, during, and the shift immediately following such training.
- ¶359. **Section 2d.** Any employee scheduled for training under this Section 2 shall not lose any overtime opportunities which he would have worked on the shift immediately prior to, during, and the shift immediately following such training.
- ¶360. **Section 2e.** 40 hour personnel shall be covered under Section 1 of this Article, or Article XVIII (Overtime), for the purpose of training.
- ¶361. **Section 2f.** If an employee assigned to the Training Division attends schools to attain a State Certification for Instructor on his/her day off, he will be granted a compensatory day off for each day he attends such schools on his/her day off.
- ¶362. **Section 3.** New hires shall be given adequate training before being assigned to a Fire Company. Such training shall consist of successful completion of the State of Connecticut Fire Fighter I and Fire Fighter II certifications, , Hazardous Materials Awareness and Operational training, and EMR certification. Emergency Vehicle Operator Training will be given to new hires within eighteen (18) months of hire.
- ¶363. A. If a new hiree does not successfully complete the certification course, the Director of Training shall make a recommendation to the Fire Chief as to likelihood of the new hiree to complete the required New Hiree Training within an additional two-week period. Based on this recommendation and an interview with the new hiree, the Fire Chief shall determine in his/her absolute discretion whether the new hiree shall receive additional training or to be terminated.
- ¶364. B. In order that new hires may be given additional training and be properly evaluated:
- ¶365. 1. New hires shall not be placed on their respective company's overtime list until three (3) months after being assigned to a fire company;
- ¶366. 2. New hires shall not be considered available for temporary assignment for three (3) months after they are assigned to a fire company. During this period, the second least senior fire fighter in that company on that shift supplying the

staffing shall be assigned to said temporary assignment.

- ¶367. 3. For the first three (3) months after being assigned to a fire company new hires will only be allowed to use the provisions of the Special Leave Article with other Probationary Fire Fighters. After this three (3) month period, this restriction will not be in force.
- ¶368. 4. While assigned to recruit training, no probationary employee is entitled to use any vacation leave.
- ¶369. C. Except as provided for in Section 3 of this Article, new hires shall retain all rights and benefits provided for under the collective bargaining agreement including, but not limited to, this Article and/or Article XVIII (Overtime).
- ¶370. **Section 4.** Members may be temporarily transferred into the Bureau of Instruction and Training to assist in or deliver training because of their special or unique qualifications. This temporary transfer shall only be with the affected members' approval, unless they have previously agreed to such transfer as a condition of selection for such training.
- ¶371. A. Whenever members are temporarily transferred into the Bureau of Instruction and Training, and they hold State Certification of Instructor I or higher, they shall be paid their normal weekly salary plus one-half (1/2) the difference between their rank and the next highest rank. Said difference shall not be considered for the purposes of Article XXXIII (Pensions).
- ¶372. B. At the end of the temporary transfer, the member shall be transferred back to the assignment they held before the temporary transfer.
- ¶373. C. Any member temporarily transferred as outlined in this section shall retain all rights and benefits afforded in this agreement.
- ¶374. D. No action shall be taken against any member because of his/her refusal to approve a temporary transfer into the Bureau of Instruction and Training, unless they have previously agreed to such a transfer as a condition of selection for such training.
- ¶375. **Section 5.** Members wishing to attend training classes sponsored by the Commission on Fire Prevention and Control or Regional Fire Schools when not on-duty may request approval of the Chief (or his/her designee).
- ¶376. A. Members shall make such request at least ten (10) days prior to the start of the class and include the announcement for the class.
- ¶377. B. If the Chief (or his/her designee), approves attendance at the class, the member shall be covered by the City's Workers Compensation insurance and may utilize department issued Personal Protective Clothing.

¶378. C. This section shall not be construed to mean that the member is entitled to any additional pay or compensation or use of department vehicles.

ARTICLE XXXII
PRESERVATION OF MANAGEMENT RIGHTS

¶379. **Section 1.** Except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, the City has and will continue to retain, whether exercised or not, all of the rights, powers and authority heretofore had by it and, except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, it shall have the sole and unquestioned right, responsibility and prerogative of management of the affairs of the City and direction of the working forces, including, but not limited to, the following:

¶380. a. To determine the care, maintenance and operation of equipment and property used for and on behalf of the purposes of the City.

¶381. b. To establish or continue policies, practices and procedures for the conduct of the City business and, from time-to-time, to change or abolish such policies, practices, or procedures.

¶382. c. To discontinue processes or operations or to discontinue their performance by employees.

¶383. d. To select and to determine the number and types of employees required to perform the City's operations.

¶384. c. To employ, transfer, promote or demote employees, or to lay off, terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons when it shall be in the best interests of the City or the department.

¶385. f. To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the City, provided such rules and regulations are made known in a reasonable manner to the employees affected by them.

¶386. g. To ensure that related duties connected with departmental operations, whether enumerated in job descriptions or not, shall be performed by employees.

¶387. h. To establish contracts or sub-contracts for municipal operations, provided that this right shall not be used for the purpose or intention of undermining the Union or of discriminating against its members.

- ¶388. i. To create job specifications and to revise existing job specifications as deemed necessary.
- ¶389. These rights, responsibilities and prerogatives are inherent in the City by virtue of statutory and charter provisions and are not subject to delegation in whole or in part. Such rights may not be subject to review or determination in any grievance or arbitration proceeding, but the manner of exercise of such rights may be subject to the grievance procedure described in this Agreement.
- ¶390. **Section 2.** The Union recognizes the City's right to assign bargaining unit personnel in the Fire Department to provide Emergency Medical Services. The Union waives any right it may have to negotiate over the effects of the implementation of EMS in the Fire Department, and acknowledges that the terms of this Agreement constitute sufficient consideration for such waiver.

ARTICLE XXXIII
PENSIONS

- ¶391. **Section 1.** Employees shall be entitled to retirement and survivor benefits pursuant to the terms and conditions of the ordinance entitled Final Amended Ordinance Regarding the Pension and Retirement System, Part II: Pensions and Retirement Provisions, and passed by the Board of Alderman on November 10, 2003.
- ¶392. For all members hired on or after July 1, 2022, the pension contribution rate shall be ten and a half percent (10.5%) of base pay plus holiday pay and regular firefighters' driver pay, if applicable.
- ¶393. For purposes of determining an employee's pension benefit, years of service completed prior to July 1, 2004 shall be valued as follows for purposes of determining the percentage multiplier of the employee's final average base pay:
- ¶394. **Section 1A.** For purposes of determining an employee's pension benefit, years of service completed prior to July 1, 2004 shall be valued as follows for purposes of determining the percentage multiplier of the employee's final average base pay:
- ¶395. A. Years of service completed prior to December 31, 2001 shall be valued at 2.5% per year;
- ¶396. B. Years of service completed subsequent to December 31, 2001, but prior to July 1, 2004 shall be valued at 2.0% per year.
- ¶397. The change to the definition of regular interest in the pension ordinance as of January 24, 2011 shall be applied only to the valuation of pension contributions after July 1, 2011.

- ¶398. **Section 2.** If the Waterbury Coalition of Unions and the City begin discussions concerning the inclusion of some or all of current and/or future employee in MERS or some other retirement plan, the Union agrees to participate in the discussions as a member of the Coalition.
- ¶399. **Section 3.** In no instance shall Participant contributions be required after a Firefighter Participant becomes entitled to the maximum Pension benefit under the retirement system.
- ¶400. Once a Participant becomes entitled to a sixty-nine and a half percent (69.5%) Pension benefit, the Participant must continue to contribute three (3) months into the following year of service beyond the Participant's anniversary date.
- ¶401. Once a Participant becomes entitled to a sixty-nine percent (69%) Pension benefit, the Participant must continue to contribute six (6) months into the following year of service beyond the Participant's anniversary date.
- ¶402. Once a Participant becomes entitled to a sixty-eight and a half percent (68.5%) Pension benefit, the Participant must continue to contribute nine (9) months into the following year for service beyond the Participant's anniversary date.

ARTICLE XXXIV
EDUCATIONAL INCENTIVE

- ¶403. **Section 1.** Any qualified member of the bargaining unit shall receive additional compensation for the educational attainments in the Fire Technology and Administration, Public Safety Administration, or Emergency Management/Homeland Security in accordance with the following schedule. The dollar amounts prescribed by the following schedule shall be paid in May of the year following the year during which the employee attains the noted quarter hour credits or Associate's Degree, Bachelor's Degree, or Master's Degree, and annually thereafter.
- ¶404. A. For satisfactory completion at a grade of C- or better of twenty-four (24) quarter hours or their equivalent at an accredited college or university in the subjects set forth in sub-paragraph (g) hereof, an additional \$125.00.
- ¶405. B. For satisfactory completion at a grade of C- or better of forty-eight (48) quarter hours or their equivalent at an accredited college or university in the subjects set forth in sub-paragraph (g) hereof, an additional \$200.00.
- ¶406. C. For satisfactory completion at a grade of C- or better of seventy-five (75) quarter hours or their equivalent at an accredited college or university in the subjects set forth in sub-paragraph (g) hereof, an additional \$275.00.
- ¶407. D. For the attaining of an Associate's Degree or one hundred and five (105)

quarter hours or their equivalent from an accredited college or university in the subjects set forth in sub-paragraph (g), an additional \$450.00.

¶408. E. For the attaining of a Bachelor of Science Degree from an accredited college or university in the subjects set forth in sub-paragraph (g) hereof, an additional \$850.00.

¶409. F. For the attaining of a Master of Science Degree from an accredited college or university in the subjects set forth in sub-paragraph (g) hereof, an additional \$1,500.00.

¶410. G. Subjects for which credit will be allowed will be any subject, either mandatory or elective, required by the State of Connecticut for an Associate's, Bachelor's, or Masters Degree in Fire Technology and Administration, Public Safety Administration, or Emergency Management/Homeland Security accredited by a Regional Accrediting Agency recognized by the U.S. Department of Education. For a member holding the position of Executive Officer, subjects for which degree attainment credit will be allowed will be for a Bachelor's or Master's Degree in Public Administration, Business Administration or Accounting awarded by an educational institution accredited by a Regional Accrediting Agency recognized by the U.S. Department of Education.

¶411. H. Members holding the certification of Emergency Medical Technician (EMT) shall receive two hundred and seventy-five dollars (\$275.00) annually. Members holding the certification of Paramedic shall receive four hundred and fifty dollars (\$450.00) annually. The City shall make no payments to reimburse EMTs and/or Paramedics for licensure fees notwithstanding any prior agreements to the contrary. Proof of current certification must be on file with the Bureau of Instruction and Training (BIT) by May 1st annually.

¶412. **Section 2.** Application for additional compensation for educational attainments under this Article shall be made on a form prescribed, and provided by, the City upon request. The said application form shall contain provisions requiring the appropriate official of the authorized college or university to submit to the Chief a resume of the subjects prescribed by sub-paragraph (g) of Section 1.

¶413. **Section 3.** Approvals or disapproval's of the subjects and courses as they relate to the fields of knowledge re: fire fighting and fire prevention shall be granted by the Chief. However, any review of the Chief's decision shall be limited to the issue of whether the decision to approve or disapprove was arbitrary or capricious.

ARTICLE XXXV HEALTH AND SAFETY

¶414. **Section 1.** The City agrees to provide the acceptable State and Federal standards of safety and health in the Fire Department in order to eliminate as much as possible:

accidents, deaths, injuries and illness in the fire service.

¶415. **Section 1a.** The City further agrees to provide the Union, upon request, with any information or documentation needed to enforce the provisions of this Section 1 to the extent permitted by law.

¶416. **Section 2.** The City and the Union shall maintain a joint "Safety Committee" consisting of representatives of each party for the purpose of promoting and recommending sound safety practices and rules.

¶417. A. The City and Local 1339 each shall appoint three (3) members of their respective parties to the aforementioned Safety Committee. The City shall supply to the Safety Committee all pertinent records and studies relative to safety matters and shall entertain safety related recommendations of said Committee. The City shall, in writing, advise the Committee with detailed reasons for failure to implement in whole or in part any such recommendation.

¶418. **Section 3. Smoking Policy**

¶419. A. Employees hired after July 1, 1996, shall be required to remain non-smokers throughout their employment as a member of the fire department. A non-smoker shall not smoke or use any tobacco products while on duty or off duty while so employed.

¶420. B. Smoking or use of tobacco products while on duty shall not be permitted by any employee. In addition smoking or the use of tobacco products in and around any fire department facility or vehicle by any member is prohibited on or off duty.

¶421. C. Failure to abide by these provisions shall subject the employee to discipline procedures as per the Waterbury Fire Department Rules and Regulations and Civil Service Rules and Regulations.

¶422. **Section 4.** All employees shall be subject to testing for substance abuse, in accordance with the provisions of Appendix A of this Agreement. Any employee who is taking prescription medication which may interfere with the effective performance of any of the employee's duties shall disclose such to the Chief, together with information concerning the effect of the prescription medication. The Chief may require that said employee be examined by a physician approved by the City to determine the employee's fitness for duty.

ARTICLE XXXVIII DURATION

¶423. **Section 1.** This Agreement shall be effective as of July 1, 2021, unless a different effective date is prescribed in this Agreement for any Section or Article of this

Agreement, and shall remain in effect through June 30, 2025. However, this Agreement shall be automatically renewed for successive twelve (12) month periods unless either party notifies the other in writing between February 1, 2025, and March 1, 2025, (or the February 1st-March 1st of any succeeding year), that it desires to negotiate changes in the Agreement. Upon receipt of such notification, the parties shall arrange mutually convenient meetings for the purpose of consummating a new Agreement to become effective July 1st of that year. In the event that one or both of the parties have given notification of its or their desire to negotiate a new Agreement, within the time limits prescribed herein, and no new agreement has been reached on the date this Agreement expires, this Agreement shall be extended until such negotiations have been completed and a new Agreement takes effect.

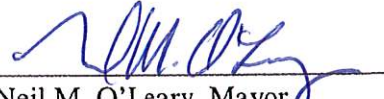
IN WITNESS WHEREOF, the parties have caused their names and seals to be signed on this ___ day of _____, _____.

Waterbury Fire Fighters Association,
Local 1339, I.A.F.F.

The City of Waterbury



Jonathan Schultz, President



Neil M. O'Leary, Mayor

8/18/22
Date:

8/25/22
Date:

The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. NOTE: Information about the cost of this plan (called the premium) will be provided separately. This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, go to regence.com or call 1 (855) 895-1150. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms see the Glossary. You can view the Glossary at healthcare.gov/sbc-glossary or call 1 (855) 895-1150 to request a copy.

Important Questions		Answers
What is the overall deductible?	\$2,000 individual (single coverage) / \$4,000 family per plan year.	Generally, you must pay all of the costs from providers up to the deductible amount before this plan begins to pay. If you have other family members on the policy, the overall family deductible must be met before the plan begins to pay.
Are there services covered before you meet your deductible?	Yes. Certain preventive care and those services listed below as "deductible does not apply" or as "No charge."	This plan covers some items and services even if you haven't yet met the deductible amount. But a copayment or coinsurance may apply. For example, this plan covers certain preventive services without cost sharing and before you meet your deductible. See a list of covered preventive services at healthcare.gov/coverage/preventive-care-benefits/ .
Are there other deductibles for specific services?	No.	You don't have to meet deductibles for specific services.
What is the out-of-pocket limit for this plan?	In-network: \$3,000 individual (single coverage) / \$5,000 family* per plan year. Out-of-network: \$4,000 individual (single coverage) / \$8,000 family per plan year. *An individual on family coverage will not have his or her in-network out-of-pocket limit exceed \$3,000.	The out-of-pocket limit is the most you could pay in a year for covered services. If you have other family members in this plan, they have to meet their own out-of-pocket limits until the overall family out-of-pocket limit has been met.
What is not included in the out-of-pocket limit?	Premiums, balance-billing charges, and health care this plan doesn't cover.	Even though you pay these expenses, they don't count toward the out-of-pocket limit.
Will you pay less if you use a network provider?	Yes. See https://regence.com/go/WW/Preferred or call 1 (855) 895-1150 for a list of network providers.	This plan uses a provider network. You will pay less if you use a provider in the plan's network. You will pay the most if you use an out-of-network provider, and you might receive a bill from a provider for the difference between the provider's charge and what your plan pays (balance billing). Be aware, your network provider might use an out-of-network provider for some services (such as lab work). Check with your provider before you get services.
Do you need a referral to see a specialist?	No.	You can see the specialist you choose without a referral.

▲▲ All copayment and coinsurance costs shown in this chart are after your deductible has been met, if a deductible applies.

Common Medical Event	Services You May Need	What You Will Pay			Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)		
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	0% coinsurance	30% coinsurance		Coverage includes primary care visits at a retail clinic.
	Specialist visit	0% coinsurance	30% coinsurance		
If you have a test	Preventive care/screening/immunization	No charge	30% coinsurance, deductible does not apply		Coinsurance and deductible do not apply for childhood immunizations from out-of-network providers. You may have to pay for services that aren't preventive. Ask your provider if the services needed are preventive. Then check what your plan will pay for.
	Diagnostic test (x-ray, blood work)	0% coinsurance	30% coinsurance		
	Imaging (CT/PET scans, MRIs)	0% coinsurance	30% coinsurance		
				None	
If you need drugs to treat your illness or condition More information about prescription drug coverage is available at www.savrx.com .	Generic drugs		\$5 copay / retail prescription \$10 copay / mail order prescription		Your prescription drug coverage is administered through Sav-Rx. Regence BlueShield assumes no liability for the accuracy of your prescription drug benefits information.
	Preferred brand drugs		\$25 copay / retail prescription \$50 copay / mail order prescription		
	Brand drugs		\$50 copay / retail prescription \$100 copay / mail order prescription		
	Specialty drugs	Refer to generic, preferred brand and brand drugs above. The first fill is allowed at a Pharmacy. Additional fills must be provided by the Sav-Rx Specialty Pharmacy.			
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	0% coinsurance	30% coinsurance		None
	Physician/surgeon fees	0% coinsurance	30% coinsurance		None

Common Medical Event	Services You May Receive	Inpatient Provider (You will pay the cost)	What You Will Pay (Out-of-Network Provider (You will pay the cost))	Limitations, Exceptions & Other Important Information
If you need immediate medical attention	<u>Emergency room care</u>	0% coinsurance	0% coinsurance	None
	<u>Emergency medical transportation</u>	0% coinsurance	0% coinsurance	None
If you have a hospital stay	<u>Urgent care</u>	Covered the same as if you visit a health care provider's office or clinic (Primary care visit or Specialist visit) or if you have a test above.		None
	Facility fee (e.g., hospital room)	0% coinsurance	30% coinsurance	None
If you need mental health, behavioral health, or substance abuse services	Physician/surgeon fees	0% coinsurance	30% coinsurance	None
	Outpatient services	0% coinsurance	0% coinsurance	None
If you are pregnant	Inpatient services	0% coinsurance	0% coinsurance	None
	Office visits	0% coinsurance	30% coinsurance	Cost sharing does not apply for preventive services. Depending on the type of services, coinsurance or deductible may apply. Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound).
If you need help recovering or have other special health needs	Childbirth/delivery professional services	0% coinsurance	30% coinsurance	200 visits / plan year
	Childbirth/delivery facility services	0% coinsurance	30% coinsurance	30 inpatient days / plan year 90 outpatient visits / plan year Includes physical therapy, occupational therapy and speech therapy.
	Home health care	0% coinsurance	30% coinsurance	50 outpatient neurodevelopmental visits / plan year Includes physical therapy, occupational therapy and speech therapy.
	Rehabilitation services	0% coinsurance	30% coinsurance	120 inpatient days / plan year
	Habilitation services	0% coinsurance	30% coinsurance	None
	Skilled nursing care	0% coinsurance	30% coinsurance	30 respite inpatient or outpatient days / lifetime
	Durable medical equipment	0% coinsurance	30% coinsurance	
	Hospice services	0% coinsurance	30% coinsurance	

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If your child needs dental or eye care	Children's eye exam	Not covered	Not covered	None
	Children's glasses	Not covered	Not covered	None
	Children's dental check-up	Not covered	Not covered	None

Excluded Services & Other Covered Services:

Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services.)

- Bariatric surgery
- Cosmetic surgery, except congenital anomalies
- Dental care (Adult)
- Hearing aids
- Long-term care
- Private-duty nursing
- Routine eye care (Adult)
- Routine foot care, except for diabetic patients
- Weight loss programs

Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.)

- Abortion
- Acupuncture
- Chiropractic care
- Infertility treatment
- Non-emergency care when traveling outside the U.S.

Your Rights to Continue Coverage: There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: the U.S. Department of Labor, Employee Benefits Security Administration at 1 (866) 444-3272 or dol.gov/ebsa/healthreform, or the U.S. Department of Health and Human Services, Center for Consumer Information and Insurance Oversight at 1 (877) 267-2323 ext. 61565 or ccifo.cms.gov or your state insurance department. You may also contact the plan at 1 (855) 895-1150. Other coverage options may be available to you too, including buying individual insurance coverage through the [Health Insurance Marketplace](#). For more information about the [Marketplace](#), visit HealthCare.gov or call 1 (800) 318-2596.

Your Grievance and Appeals Rights: There are agencies that can help if you have a complaint against your [plan](#) for a denial of a [claim](#). This complaint is called a [grievance](#) or [appeal](#). For more information about your rights, look at the explanation of benefits you will receive for that medical [claim](#). Your [plan](#) documents also provide complete information to submit a [claim](#), [appeal](#), or a [grievance](#) for any reason to your [plan](#). For more information about your rights, this notice, or assistance, contact the [plan](#) at 1 (855) 895-1150 or visit regence.com or the U.S. Department of Labor, Employee Benefits Security Administration at 1 (866) 444-3272 or dol.gov/ebsa/healthreform.

Does this plan provide Minimum Essential Coverage? Yes

[Minimum Essential Coverage](#) generally includes [plans](#), [health insurance](#) available through the [Marketplace](#) or other individual market policies, Medicare, Medicaid, CHIP, TRICARE, and certain other coverage. If you are eligible for certain types of [Minimum Essential Coverage](#), you may not be eligible for the [premium tax credit](#).

Does this plan meet the Minimum Value Standards? Yes

If your [plan](#) doesn't meet the [Minimum Value Standards](#), you may be eligible for a [premium tax credit](#) to help you pay for a [plan](#) through the [Marketplace](#).

Language Access Services:

Spanish (Español): Para obtener asistencia en Español, llame al 1 (855) 895-1150.

To see examples of how this [plan](#) might cover costs for a sample medical situation, see the next section.

About these Coverage Examples:



This is not a cost estimator. Treatments shown are just examples of how this plan might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your providers charge, and many other factors. Focus on the cost sharing amounts (deductibles, copayments and coinsurance) and excluded services under the plan. Use this information to compare the portion of costs you might pay under different health plans. Please note these coverage examples are based on self-only coverage.

Peg is Having a Baby

(9 months of in-network pre-natal care and a hospital delivery)

- The plan's overall deductible \$2,000
- Specialist coinsurance 0%
- Hospital (facility) coinsurance 0%
- Other coinsurance 0%

This EXAMPLE event includes services like:

- Specialist office visits (prenatal care)
- Childbirth/Delivery Professional Services
- Childbirth/Delivery Facility Services
- Diagnostic tests (ultrasounds and blood work)
- Specialist visit (anesthesia)

Total Example Cost \$12,700

In this example, Peg would pay:

Cost Sharing	
Deductibles	\$2,000
Copayments	\$0
Coinsurance	\$0
What isn't covered	
Limits or exclusions	\$61
The total Peg would pay is	\$2,061

Managing Joe's Type 2 Diabetes

(a year of routine in-network care of a well-controlled condition)

- The plan's overall deductible \$2,000
- Specialist coinsurance 0%
- Hospital (facility) coinsurance 0%
- Other coinsurance 0%

This EXAMPLE event includes services like:

- Primary care physician office visits (including disease education)
- Diagnostic tests (blood work)
- Prescription drugs
- Durable medical equipment (glucose meter)

Total Example Cost \$5,600

In this example, Joe would pay:

Cost Sharing	
Deductibles	\$2,000
Copayments	\$0
Coinsurance	\$0
What isn't covered	
Limits or exclusions	\$178
The total Joe would pay is	\$2,178

Mia's Simple Fracture

(in-network emergency room visit and follow-up care)

- The plan's overall deductible \$2,000
- Specialist coinsurance 0%
- Hospital (facility) coinsurance 0%
- Other coinsurance 0%

This EXAMPLE event includes services like:

- Emergency room care (including medical supplies)
- Diagnostic test (x-ray)
- Durable medical equipment (crutches)
- Rehabilitation services (physical therapy)

Total Example Cost \$2,800

In this example, Mia would pay:

Cost Sharing	
Deductibles	\$2,000
Copayments	\$0
Coinsurance	\$0
What isn't covered	
Limits or exclusions	\$0
The total Mia would pay is	\$2,000

The plan would be responsible for the other costs of these EXAMPLE covered services.

NONDISCRIMINATION NOTICE

Regence complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex. Regence does not exclude people or treat them differently because of race, color, national origin, age, disability, or sex.

Regence:

Provides free aids and services to people with disabilities to communicate effectively with us, such as:

- Qualified sign language interpreters
- Written information in other formats (large print, audio, and accessible electronic formats, other formats)

Provides free language services to people whose primary language is not English, such as:

- Qualified interpreters
- Information written in other languages

If you need these services listed above, please contact:

Medicare Customer Service
1-800-541-8981 (TTY: 711)

Customer Service for all other plans
1-888-344-6347 (TTY: 711)

If you believe that Regence has failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability, or sex, you can file a grievance with our civil rights coordinator below:

Medicare Customer Service
Civil Rights Coordinator
MS: B32AG, PO Box 1827
Medford, OR 97501
1-866-749-0355, (TTY: 711)
Fax: 1-888-309-8784
medicareappeals@regence.com

Customer Service for all other plans
Civil Rights Coordinator
MS CS B32B, P.O. Box 1271
Portland, OR 97207-1271
1-888-344-6347, (TTY: 711)
CS@regence.com

You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights electronically through the Office for Civil Rights Complaint Portal at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>, or by mail or phone at:

U.S. Department of Health and Human Services
200 Independence Avenue SW,
Room 509F HHH Building
Washington, DC 20201

1-800-368-1019, 800-537-7697 (TDD).

Complaint forms are available at
<http://www.hhs.gov/ocr/office/file/index.html>.

Language assistance

ATENCIÓN: si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística. Llame al 1-888-344-6347 (TTY: 711).

注意：如果您使用繁體中文，您可以免費獲得語言援助服務。請致電 1-888-344-6347 (TTY: 711)。

CHÚ Ý: Nếu bạn nói Tiếng Việt, có các dịch vụ hỗ trợ ngôn ngữ miễn phí dành cho bạn. Gọi số 1-888-344-6347 (TTY: 711).

주의: 한국어를 사용하시는 경우, 언어 지원 서비스를 무료로 이용하실 수 있습니다. 1-888-344-6347 (TTY: 711) 번으로 전화해 주십시오.

PAUNAWA: Kung nagsasalita ka ng Tagalog, maaari kang gumamit ng mga serbisyo ng tulong sa wika nang walang bayad. Tumawag sa 1-888-344-6347 (TTY: 711).

ВНИМАНИЕ: Если вы говорите на русском языке, то вам доступны бесплатные услуги перевода. Звоните 1-888-344-6347 (телетайп: 711).

ATTENTION : Si vous parlez français, des services d'aide linguistique vous sont proposés gratuitement. Appelez le 1-888-344-6347 (ATS : 711)

注意事項：日本語を話される場合、無料の言語支援をご利用いただけます。1-888-344-6347 (TTY:711) まで、お電話にてご連絡ください。

Díí baa akó nínízin: Díí saad bee yánílti’go Diné Bizaad, saad bee áká’ánída’áwo’déé’, t’áá jiik’eh, éi ná hóló, kojí’ hódíílnih 1-888-344-6347 (TTY: 711.)

FAKATOKANGA’I: Kapau ‘oku ke Lea-Fakatonga, ko e kau tokoni fakatonu lea ‘oku nau fai atu ha tokoni ta’etotongi, pea te ke lava ‘o ma’u ia. ha’o telefonimai mai ki he fika 1-888-344-6347 (TTY: 711)

OBAVJEŠTENJE: Ako govorite srpsko-hrvatski, usluge jezičke pomoći dostupne su vam besplatno. Nazovite 1-888-344-6347 (TTY- Telefon za osobe sa oštećenim govorom ili sluhom: 711)

ប្រយ័ត្ន៖ បើសិនជាអ្នកនិយាយភាសាខ្មែរ, សេវាជំនួយផ្នែកភាសា ដោយមិនគិតល្អល គឺអាចមានសំរាប់ប្រើអ្នក។ ចូរ ទូរស័ព្ទ 1-888-344-6347 (TTY: 711)។

ਪਿਆਨ ਦਿਓ: ਜੇ ਤੁਸੀਂ ਪੰਜਾਬੀ ਬੋਲਦੇ ਹੋ, ਤਾਂ ਭਾਸ਼ਾ ਵਿੱਚ ਸਹਾਇਤਾ ਸੇਵਾ ਤੁਹਾਡੇ ਲਈ ਮੁਫਤ ਉਪਲਬਧ ਹੈ। 1-888-344-6347 (TTY: 711) 'ਤੇ ਕਾਲ ਕਰੋ।

ACHTUNG: Wenn Sie Deutsch sprechen, stehen Ihnen kostenlose Sprachdienstleistungen zur Verfügung. Rufnummer: 1-888-344-6347 (TTY: 711)

ማስታወሻ:- የሚናገሩት ቋንቋ አማርኛ ከሆነ የትርጉም አርዳታ ድርጅቶች፣ በነጻ ሊያግዙዎት ተዘጋጅተዋል፤ በሚከተለው ቁጥር ይደውሉ 1-888-344-6347 (መስማት ለተሳናቸው:- 711)::

УВАГА! Якщо ви розмовляєте українською мовою, ви можете звернутися до безкоштовної служби мовної підтримки. Телефонуйте за номером 1-888-344-6347 (телетайп: 711)

ध्यान दिनुहोस्: तपाईंले नेपाली बोल्नुहुन्छ भने तपाईंको निम्ति भाषा सहायता सेवाहरू निःशुल्क रूपमा उपलब्ध छ । फोन गर्नुहोस् 1-888-344-6347 (टिपिटाइप: 711)

ATENȚIE: Dacă vorbiți limba română, vă stau la dispoziție servicii de asistență lingvistică, gratuit. Sunați la 1-888-344-6347 (TTY: 711)

MAANDO: To a waawi [Adamawa], e woodi ballooji-ma to ekkitaaki wolde caahu. Noddu 1-888-344-6347 (TTY: 711)

โปรดทราบ: ถ้าคุณพูดภาษาไทย คุณสามารถใช้บริการช่วยเหลือทางภาษาได้ฟรี โทร 1-888-344-6347 (TTY: 711)

ໂປດຊາບ: ຖ້າວ່າ ທ່ານເວົ້າພາສາ ລາວ, ການບໍລິການຊ່ວຍເຫຼືອດ້ານພາສາ, ໂດຍບໍ່ເສັຽຄ່າ, ຈະມີມິພ້ອມໃຫ້ທ່ານ. ໂທ 1-888-344-6347 (TTY: 711)

Afaan dubbattan Oroomiffaa tiif, tajaajila gargaarsa afaanii tola ni jira. 1-888-344-6347 (TTY: 711) tiin bilbilaa.

توجه: اگر بہ زبان فارسی صحبت می کنید، تسهیلات زبانی بصورت رایگان برای شما فراهم می باشد. با 1-888-344-6347 (TTY: 711) تماس بگیرید.

ملحوظة: إذا كنت تتحدث فاذاكر اللغة، فإن خدمات المساعدة اللغوية تتوافر لك بالمجان. اتصل برقم 1-888-344-6347 (رقم هاتف الصم والبكم 711 TTY)

Appendix B

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) reflects the understanding and agreement of the City of Waterbury (City) and the Local 1339, IAFF AFL-CIO (Union), also referred to herein collectively as the "Parties" with respect to the issue described below.

NOW, therefore, the City and the Union agree to interpret the language of Article XVII, Section 6, Paragraph No. 123 of the Collective Bargaining Agreement in accord with the following. Paragraph 123, Section currently reads:

¶123. Section 6. Effective with the implementation of this agreement, the City shall staff the Bureau of Fire Prevention as follows: one (1) Fire Marshal, one (1) Assistant Fire Marshal, two (2) Deputy Fire Marshals and a minimum of six (6) Inspectors. The Assistant Fire Marshal shall act in the capacity of the Fire Marshal in his/her absence. The senior Deputy Fire Marshal shall act in the capacity of the Assistant Fire Marshal in his/her absence or in the case where the Assistant Marshal is acting in the capacity of Fire Marshal. The senior Inspector shall act in the capacity of a Deputy Fire Marshal in his/her absence or in the case where the Deputy Marshal is acting in the capacity as Assistant Fire Marshal. For the purposes of this article, seniority shall mean seniority within the Bureau of Fire Prevention and in the Bureau rank as appropriate (Inspector, Deputy Marshal).

Said language is to be interpreted as follows:

1. The Bureau of Fire Protection (BFP) staffing model of one (1) Fire Marshal, one (1) Assistant Fire Marshal, two (2) Deputy Fire Marshals and a minimum of six (6) Inspectors shall remain as provided for in existing language of Paragraph No. 123.
2. There must be a Fire Marshal or Assistant Fire Marshal on duty during each scheduled shift worked by BFP.
3. If both the Fire Marshal and the Assistant Fire Marshal are off duty during a regularly scheduled BFP shift, the Deputy Fire Marshal with the most BFP seniority who is on duty for that shift shall act in the capacity of Fire Marshal. If both the Fire Marshal and Assistant Marshal are off duty and a Deputy Marshal or Inspector acts up as Fire Marshal, no one will act up as Assistant Fire Marshal but an Inspector will act up as a Deputy Marshal to ensure two (2) supervisors on duty.
4. If the Fire Marshal, Assistant Fire Marshal, and all Deputy Fire Marshals are off duty during a regularly scheduled BFP shift, the Inspector with the most BFP seniority who is on duty shall act in the capacity of Fire Marshal. The Inspector with the next most seniority will act up as Deputy Fire Marshal.

5. If both the Fire Marshal and Assistant Fire Marshal are on duty and both Deputy Marshals are off duty, there shall be no requirement to act an Inspector up to serve as an acting Deputy Marshal.
6. There shall always be two supervisory personnel, one of whom is the Fire Marshal or Assistant Fire Marshal, on duty during each regularly scheduled shift. Acting supervisors are required whenever it is necessary to meet the requirement that two supervisory personnel be on duty.
7. Any member who acts up in accordance with this MOU shall be paid at the higher rate for the period worked in the acting up capacity.

In addition to the above, the Parties agree to implement the following Work Week Schedule and Fixed Day Off Selection Process for Employees assigned to the Bureau of Fire Protection (BFP) pursuant to Article XVII, Section 6, Paragraph No. 123 of the Collective Bargaining Agreement:

BUREAU OF FIRE PREVENTION WORK WEEK & FIXED DAY OFF

Section 1 – WORK WEEK

The work week for employees assigned to the Bureau of Fire Prevention (BFP) shall be forty (40) hours based on a four (4) day work week, Monday through Friday. The work week will be based on a schedule of four (4) ten (10) hour days with one (1) fixed day off during the work week.

Section 2 – FIXED DAY OFF

A. Each BFP employee will select a fixed day off before the beginning of the calendar year (January 1). The Fire Marshal will be responsible for implementing and administering the BFP schedule. The Fire Marshal will submit to the Fire Chief any changes that occur during, or before the end of the calendar year. The Fire Chief ultimately has the power to assign fixed days off based on the needs of the bureau or department.

B. The order by which BFP employees will select a fixed day off shall be determined by Bureau Seniority. Bureau Seniority shall be defined as the accumulated years of service of the BFP employee in the BFP. Rank or Department Seniority does not apply for the purposes of this section. The employee with most seniority in the BFP will select first and so on, until all BFP employees have selected their fixed day off.

C. The following rules will be applied for selecting a fixed day off in the BFP:

- Available fixed days off are Monday, Tuesday, Thursday, or Friday. Wednesday cannot be selected as a fixed day off.

- Fire Marshal, Assistant Fire Marshal, and either of the two (2) Deputy Fire Marshals cannot share the same fixed day off.
- Daily staffing of at least three (3) Fire Inspectors and one (1) Supervisor (Fire Marshal, Assistant Fire Marshal, Deputy Fire Marshal) must be followed to maintain minimum staffing.

D. When a vacancy occurs in the BFP due to retirement or transfer, current BFP employees will have the opportunity to request the fixed day off made vacant by the departing employee. Bureau Seniority will apply as outlined above in Section 2B. The newly assigned BFP employee shall assume the fixed day off that was left vacant by the departing employee, or assume the fixed day off that was left vacant by the senior employee who changed their fixed day off.

E. BFP employees, who are in mutual agreement, may request to switch fixed days off during the calendar year. Employees must submit their request(s) in writing through the chain of command. Any changes must be approved by both the Fire Marshal and Fire Chief.

LOCAL 1339, IAFF AFL-CIO

By: [Signature] DATE

THE CITY OF WATERBURY

By: [Signature] DATE 12/13/17