

AGREEMENT

-between-

THE CITY OF WATERBURY, CONNECTICUT

-and-

LOCAL 1339, IAFF AFL-CIO

FIREFIGHTER UNIT

Through June 30, 2008

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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 2004, 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 fire fighting, may be rendered.
3. **No Such Provision**

ARTICLE I RECOGNITION

4. **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), the administrative and 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 fire equipment repair duties or Emergency Medical Services. The parties further agree that any position-classification, above the rank, pay or classification of Deputy Chief, which may be created subsequent to the effective date of this Agreement shall not be included within the bargaining unit.
5. The parties have agreed that the following functional positions, heretofore occupied by bargaining unit personnel shall be treated as follows:
 6. (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 hereof.

7. **No Such Provision**
8. **No Such Provision**
9. **Section 2** Definition - The following definitions are applicable to this Agreement:
10. (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;
11. (b) The word “parties” shall be defined to mean, unless the context clearly indicates otherwise, the City and the Union;
12. (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;
13. (d) For the purpose of this Agreement, the term “Fiscal Year” shall mean the period commencing with January 1, and continuing through December 31.
14. **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 fire fighting service to the City.
15. **No Such Provision**

ARTICLE II
UNION SECURITY

16. **Section 1** All employees who are members of the Union on the effective date of this Contract, or who thereafter become members of the Union, shall as a condition of employment, remain members of the Union in good standing.
17. **Section 2** All new employees hired during the life of this Contract shall, as a condition of employment, within thirty (30) days after the date of hire, or thirty (30) days after the effective date of the Contract, whichever is later, become and remain members of the union in good standing.
18. **Section 3** 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 the life of the Contract and shall be continued thereafter if a Contract exists between the City and the Union.
19. **Section 4** These deductions will be made on the regular payday as specified by the City.

20. **Section 5** 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.
21. **Section 6** 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. For the purposes of this Section 6 the phrase "in good standing" as utilized in Sections 1 and 2 hereof shall be interpreted to mean that the City shall not be required to take any action against any employee who has tendered to the Union initiation fees and/or dues or who has signed the authorization payroll deduction card referred to in Section 3 hereof.
22. **Section 7** 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**

23. **Section 1** The City shall permit the use of all bulletin boards located in the respective fire houses, by the Union, for the posting of notices concerning Union business and activities.
24. **Section 2** All such notices shall be authorized by the President or other Union officials.
25. **Section 3** All such notices shall be submitted to the Chief of the Department or his designated representative prior to such posting for his approval to post such notice on City bulletin boards.

ARTICLE IV **DISCIPLINARY ACTION**

26. **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 disciplined, up to and including termination, except for just cause. Any such disciplinary action by the Chief or Assistant Chief shall be subject to the appeal procedures of Article V 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.
27. Before any disciplinary action is taken against an employee, such employee shall receive a pre-disciplinary action hearing before the Chief or Assistant Chief. Verbal or written warnings do not require a pre-disciplinary action hearing. Prior to such hearing, the employee will be advised of his right to Union representation.

28. 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.
29. **Section 2** Deputy Chiefs on duty may place an employee off-duty with full pay, until the Chief or the Assistant Chief makes a decision on discipline.
30. **No Such Provision**
31. **No Such Provision**

ARTICLE V
GRIEVANCE PROCEDURE

32. **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.
33. No settlement of a grievance presented by an employee shall contravene the provisions of this contract.
34. **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.
35. **Section 3 – Step 2** Within five (5) days, exclusive of Saturday and Sunday, 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 answer in writing within five (5) days, exclusive of Saturdays and Sundays, of the receipt of the grievance. If this answer does not resolve the grievance, it may be processed to the next step.
36. **Section 4 – Step 3** Within five (5) days, exclusive of Saturdays and Sundays, 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 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 designee(s) shall arrange for such meetings and make such investigations as are necessary to give his answer in writing within five (5) days, exclusive of Saturdays and Sundays, of the receipt of the grievance. If this answer does not resolve the grievance, it may be processed to the next step.

37. **Section 5 – Step 4** Within seven (7) days, exclusive of Saturdays and Sundays, of the transmittal of the written answer by the Director of Personnel or his 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 Alternative Dispute Resolution Center, provided both parties agree on the alternative process or service.
38. **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.
39. The decision of the arbitrator shall be final and binding on both parties.
40. 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.
41. **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.
42. **Section 7a** The time limits specified in the preceding Sections may be extended by agreement of both parties.

ARTICLE VI
FUNERAL LEAVE

43. **Section 1** In each instance encountered, each employee shall be granted leave without loss of pay in the event of a death in his immediate family. Such leave shall be taken between the day of the death and the day of burial, except that in no event shall such leave be more than three (3) calendar days commencing with the day of death. 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.

For the purpose of this Article, the term “immediate family” shall mean and include the following:

44. 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 or relative domiciled in the employee’s household.

45. In the case of aunt, uncle, niece, nephew, former legal guardian, 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.
46. **Section 2** In no event shall employees be paid funeral leave for days upon which they are not scheduled to work.
47. **Section 3** The employee must notify his 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

48. **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, an employee on such emergency leave shall be considered to be on duty.

ARTICLE VIII
UNION BUSINESS LEAVE

49. **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.
50. **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.
51. **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. The total hours of said leave shall not exceed, in the aggregate, three hundred (300) hours annually and such leave shall not impose additional cost to the Department. No employee may take less than four (4) hours of Union Business Leave at any given time. 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. The Chief's approval or such leave shall not be unreasonably withheld.
52. **No Such Provision**

53. **No Such Provision**
54. **Section 4** The employee who will be on Union Business Leave will notify his 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.
55. **No Such Provision**
56. **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.
57. **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

58. **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 E.R.C. (requesting employee) shall be granted two hundred and eighty eight (288) hours per fiscal year special leave with pay on which he is able to secure another qualified employee (cooperating employee) to work in his place provided:
59. 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.
60. Such substitution is within classification only, i.e., fire fighters for fire fighters, company officers for company officers. The superior officer in charge is notified in writing (on forms provided by the City) not less than four (4) hours prior to its becoming effective except in the case of emergency, when such notification can be made by phone and confirmation in writing can be made subsequent to the substitution;
61. The notification form shall be signed by the requesting employee, the cooperating employee and the superior officer in charge. By his signature thereto, the cooperating

employee agrees to be responsible to perform the work and duties of the requesting employee. 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.

- 61a. The time shall be returned to the requesting employee within four (4) calendar weeks of the original substitution.
62. **Section 2** The Fire Chief shall require that a Chief Officer shall utilize only another Chief Officer (that is, Deputy Chief, or Battalion Chief), in the event of the absence of the said Chief Officer under the circumstances enumerated in Section 1 hereof. However, a Deputy Chief can only work for a Battalion Chief when the Battalion Chief is the Acting Deputy Chief.
63. **Section 3** 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.
64. **Section 4** Special Leave for Engine/Rescue-Hazmat Company is subject to the following:
- A. Trained fire fighters can swap with trained fire fighters.
 - B. Trained officers with other trained officers or trained acting officers.
 - C. Officers or Acting Officers when in the acting capacity, can only “swap” with other “trained” officers or Acting Officers assigned to this company.
- 64a. **Section 5** Special Leave will only be allowed between employees assigned to the E.R.C., except with the prior approval by the Deputy Chief on duty.
65. **Section 6** 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

66. **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 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.

ARTICLE X
INJURY LEAVE

67. **Section 1** Each employee who is injured or disabled in the performance of his 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 his regular duties which he was performing prior to such disability, 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 duty, said employee shall only receive statutory compensation benefits. If after twenty-four (24) months from the date of injury leave, the employee has not been released for duty the City may separate the employee from the employment.
68. **No Such Provision**
69. **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 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.
70. **No Such Provision**

71. **No Such Provision**

72. **Section 3** Service Connected Light Duty assignment shall be conducted according to the October 30, 1992, agreement between the City of Waterbury and Local 1339, attached hereto as Appendix C, which shall remain in effect until such time as the City establishes a new policy. 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

73. **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 subject to an absolute maximum of forty-eight (48) hours in any calendar year, provided that the employee has not met the ninety-six (96) or seventy-two (72) hour threshold in Section 4 of 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.

74. **Section 2** Employees shall be credited with sick leave eligibility, as hereinafter noted, for each complete calendar month in pay status with the City, subsequent to July 1, 2004 and shall carry forward on that date unused sick leave accumulated as of June 30, 2004, by virtue of the collective bargaining agreement, effective July 1, 1999 and June 30, 2004, between the Union and the City. The said unused sick leave carried forward to this Agreement, together with the sick leave eligibility accrued in accordance with the formula prescribed in this Section 2 shall continue to be subject to the cap of 180 sick leave days as modified below. Any sick days escrowed under the 1999-2004 Agreement, which were accrued prior to the imposition of the cap shall remain in escrow.

The sick leave eligibility for the period commencing July 1, 2004, shall be eight (8) hours of sick leave for each complete calendar month in pay status for employees assigned to work twenty-four (24) hour shifts; eight (8) hours of sick leave for each complete calendar month in pay status for forty-two (42) hour week employees; and six (6) hours for each complete calendar month in pay status for forty (40) hour week employees. 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 as provided for in Article XIII hereof.

Eligible employees who have not reached the cap on sick leave accrual may continue to accrue sick leave. To accommodate the new rate of accrual, the following rules shall apply:

1. For purposes of usage only, each day carried forward to this agreement (excluding escrowed days) shall be converted to twelve (12) hours for employees assigned to work twenty-four (24) hour shifts and forty-two (42) hour week employees and for usage purposes only, each day carried forward to this agreement (excluding escrowed days) shall be converted to eight (8) hours for forty (40) hour week employees.
2. Sick leave accumulated after August 1, 2004 shall be added to the bank as hours of sick time.
3. The maximum accumulation of sick leave hours for eligible employees shall be 2,160 hours for employees assigned to work twenty-four (24) hour shifts and forty-two (42) hour week employees and 1,440 hours for forty (40) hour week employees.

75. **Section 2a** Effective July 1, 1995, the sick day accrual (i.e. sick bank) prescribed by Section 2 of the 1995-1999 Agreement was converted into a cash dollar equivalent valued as of the June 30, 1995 “daily rate” (that is, 12/42nd of the base weekly salary (excluding special assignment pay)) of the employee. The “sick day” accumulation subsequent to July 1, 1995 and prior to August 4, 2004, prescribed by Section 2 hereof, will also be converted into an equivalent dollar value as of the then said daily rate (12/42nd of the employee’s base weekly salary (excluding special assignment pay)) in effect as of the date of the accrual of the sick leave entitlement. Such conversion to equivalent dollar value shall only be utilized for purposes of computing terminal leave pay, as hereinafter set forth.

For payout upon retirement or death, sick leave accrued after August 1, 2004 shall be converted to a cash dollar value based upon the base hourly rate (Article XXV) in effect on October 15, 2004 for terminal leave purposes.

76. **Section 2b** 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.
77. **Section 2c** 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 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 in four (4) equal installments on or about the date of retirement or death and the first three anniversaries thereof. 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 not be entitled to terminal leave pay.

78. **Section 3** An employee who has exhausted his sick leave may request in writing an advance of additional sick leave.
79. Such request will be reviewed by the Chief, the Personnel Director, and the Budget Director, who will consider the employee's work record as a whole including his length of service and the use or abuse of his 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 vacation leave and personal leave for that year.
80. 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.
81. **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.
82. **No Such Provision**
83. **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.

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 future susceptibility to disability, and anticipated date of his 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.

- 83a. **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 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.
- 84. **Section 7** After an employee has utilized the provisions of Sections 2, 2a, 2b, and 3 of this Article, an employee may utilize sick days donated from another employee upon approval by the Director of Personnel under the following conditions: He must suffer from a prolonged illness; he must first exhaust all his personal days (per Article IX A); and all donating of sick days will be limited to fire fighters donating to fire fighters and officers donating to officers. 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 days to obtain payment for day(s) during which he has not been paid because he has not been in pay status on those day(s). The “donating” employee’s sick bank will be reduced by the number of days which he donates.
- 85. **Section 7a** In the event that it is determined that a fire fighter or officer, who receives donated sick days per the provisions of Section 7 hereof, is entitled to receive payment for those “donated” days as Injury Leave, per the provisions of Article X hereof, then the donating fire fighter or officer shall be entitled to the return to his sick bank (see Section 2 hereof), of the days which he donated.
- 86. **No Such Provision**

- 86a. **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.
87. **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 position for twelve (12) months after the occurrence of an injury or onset of an illness off the job.
- 87a. **Section 10** In the event the average sick leave utilization for those employees regularly assigned to work twenty-four (24) hour shifts exceeds twenty-four hours per employee in any three (3) consecutive month period prior to September 30, 2006, then the contract may be reopened in the discretion of the City or the Waterbury Financial Planning and Assistance Board with respect to this Article XI, Sick Leave, and the parties shall immediately commence negotiations.

ARTICLE XI (A)
TRANSFERS

88. **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.
- 88a. **Section 2** A temporary transfer shall be defined as any assignment of a duration of two (2) weeks or less.
89. **No Such Provision**
90. **No Such Provision**
91. **No Such Provision**
92. **No Such Provision**
93. **No Such Provision**
94. **No Such Provision**

ARTICLE XII
MILITARY LEAVE

95. **Section 1** The City will abide by all applicable State and Federal Laws regarding military leave.

96. **No Such Provision**

ARTICLE XIII
LEAVE OF ABSENCE WITHOUT PAY

97. **Section 1** The Director of Personnel may grant a leave of absence without pay to any employee, upon his 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.

97a. **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 schedule 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.

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

ARTICLE XIII (A)
MATERNITY/PATERNITY LEAVE

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

ARTICLE XIII (B)
JURY DUTY

100. **Section 1** Each employee selected for Jury Duty shall be entitled to such leave with the employee being paid the difference in his City pay, had he worked his regular

schedule and any monies paid to him by the State of Connecticut Court System, provided the latter is lower.

- 101. **Section 1a** Leave shall be granted in accordance with the following provisions for the Jury Duty:
- 102. A. If the employee is scheduled to work the shift before a day of Jury Duty, then he will be off duty at 2000 hours that night;
- 103. B. If the employee is scheduled to work his shift on a day of Jury Duty, and is not scheduled for Jury Duty on the following day, then he will report for duty four (4) hours after he has been released by the court for the day; and
- 104. C. If the employee is scheduled to work his shift on a day of Jury Duty and is scheduled for Jury Duty the following day, then he will be off for that shift.
- 105. **No Such Provision**
- 106. **No Such Provision**
- 107. **No Such Provision**
- 108. **No Such Provision**
- 109. **No Such Provision**
- 110. **No Such Provision**
- 111. **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

- 112. **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 XIII (D)
COMMITTEE LEAVE

- 113. **No Such Provision**
- 114. **No Such Provision**

ARTICLE XIV
SENIORITY

115. **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 respective rank or classification, with this Fire Department.
116. 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.
117. 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 Equipment Mechanic, Fire Captain, Battalion Chief and Deputy Chief. 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.
118. **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.
119. **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 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 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.
120. **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 or 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 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 shall be credited with Departmental Seniority and Rank Seniority as if he 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 right of re-hire or restoration to the previous higher grade if he does not report to the Fire Chief his willingness to return to work within three (3) days after notification, in writing, of his eligibility to return to work, or having reported such willingness, he does not in fact return to work within fifteen (15) days after notification.

121. **No Such Provision**

ARTICLE XV
UNION ACTIVITY PROTECTED AND NO STRIKE OR LOCKOUT

122. **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.

123. **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

124. **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 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.

125. **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.

126. **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:
127. A. Certify the employee as satisfactory in the position in which he was serving a probationary period;
128. B. Disqualify the employee for the position in which he was serving a probationary period; this does not apply to promotions.
129. C. Establish a new twelve (12) or six (6) month probationary period as appropriate.
130. **No Such Provision**

ARTICLE XVII
STAFFING

131. **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 engine/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.

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:

132. Engine Co. #1 Four (4) men including one (1) officer
133. Engine Co. #2 Four (4) men including one (1) officer
134. Engine Co. #4 Four (4) men including one (1) officer
135. Engine Co. #5 Four (4) men including one (1) officer
136. Engine Co. #6 Four (4) men including one (1) officer
137. Engine Co. #7 Four (4) men including one (1) officer
138. Engine Co. #8 Four (4) men including one (1) officer
139. Engine/Rescue-Hazmat Co. #9 – Five (5) men including one (1) officer
- 140.. Engine Co. #10 Four (4) men including one (1) officer
141. Engine Co. #11 Four (4) men including one (1) officer
142. Truck Co. # 1 Four (4) men including one (1) officer
143. Truck Co. # 2 Four (4) men including one (1) officer
144. Truck Co. # 3 Four (4) men including one (1) officer
145. E. R. C. One (1) officer

146. Chief Officers Two (2) – One (1) Deputy Chief/Shift Commander; One (1) Battalion Chief (See Appendix B regarding Battalion Chief Reduction).
- 146a. 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) men, including one (1) officer for active engine and truck companies.
147. 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.
148. As utilized in paragraphs 130 to 144, the word “officer” shall mean either Fire Captain or Fire Lieutenant. As utilized in paragraph 145 the word “officer” shall mean lieutenant.
149. **No Such Provision**
150. **No Such Provision**
151. **No Such Provision**
152. **No Such Provision**
153. **No Such Provision**
154. **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.
155. **No Such Provision**
156. **No Such Provision**
157. **No Such Provision**
158. **No Such Provision**
159. **No Such Provision**
160. **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 Director of Training or 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. When

such alternative staffing model is adopted, these minimum staffing requirements will cease to apply.

- 161. **Section 4** The City reserves the right to accomplish the functions of the Bureau of Automotive Repair using civilian employees, employees of a different City department, or contractors. It is agreed that the current occupant of the position of Master Mechanic shall continue in that capacity and perform such duties (and receive the contractual benefits herein), until such time as his separation from the department. It is further agreed that the City and Union will consult on any new job specification for the Master Mechanic (or equivalent) position.
- 162. **Section 5** The City reserves the right to accomplish the functions of the Emergency Reporting Center using civilian employees, firefighters or contractors. Until the City determines and implements an alternative organizational and staffing model for the Emergency Reporting Center, the current minimum staffing of one (1) Director of Communications and four (4) Dispatcher Supervisors 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. When such alternative staffing model is adopted, these minimum staffing requirements will cease to apply.
- 162a. **Section 6** The City reserves the rights to accomplish the functions of the Bureau of Fire Prevention using civilian employees, qualified firefighters, including firefighters working in fire and rescue operations. Until the City determines and implements an alternative organizational and staffing model for the Bureau of Fire Prevention, the current minimum staffing 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. When such alternative staffing model is adopted, the minimum staffing requirements will cease to apply.
- 162b. **Section 7** 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, is not reduced as a result thereof.

ARTICLE XVII (A)
BUREAU OF FIRE PREVENTION

- 163. **No Such Provision**
- 164. **No Such Provision**
- 165. **No Such Provision**
- 166. **No Such Provision**
- 167. **No Such Provision**

- 168. **No Such Provision**
- 169. **No Such Provision**
- 170. **No Such Provision**
- 171. **No Such Provision**
- 172. **No Such Provision**
- 173. **No Such Provision**
- 174. **No Such Provision**
- 175. **No Such Provision**
- 176. **No Such Provision**

ARTICLE XVII (B)
EMERGENCY REPORTING CENTER

- 177. **No Such Provision**
- 178. **No Such Provision**
- 179. **No Such Provision**
- 180. **No Such Provision**
- 181. **No Such Provision**
- 182. **No Such Provision**
- 183. **No Such Provision**
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- 187. **No Such Provision**
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- 189. **No Such Provision**
- 190. **No Such Provision**

- 191. **No Such Provision**
- 192. **No Such Provision**
- 193. **No Such Provision**
- 194. **No Such Provision**
- 195. **No Such Provision**
- 196. **No Such Provision**
- 197. **No Such Provision**
- 198. **No Such Provision**

ARTICLE XVII (C)
ENGINE/RESCUE-HAZMAT COMPANY

- 199. **No Such Provision**
- 200. **No Such Provision**
- 201. **No Such Provision**

ARTICLE XVII (D)
BUREAU OF AUTO REPAIR

- 202. **No Such Provision**
- 203. **No Such Provision**
- 204. **No Such Provision**
- 205. **No Such Provision**
- 206. **No Such Provision**
- 207. **No Such Provision**
- 208. **No Such Provision**
- 209. **No Such Provision**
- 210. **No Such Provision**

ARTICLE XVII (E)
BUREAU OF INSTRUCTION AND TRAINING

- 211. **No Such Provision**
- 212. **No Such Provision**
- 213. **No Such Provision**
- 214. **No Such Provision**
- 215. **No Such Provision**

ARTICLE XVIII
OVERTIME

- 216. **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:
 - 216a: **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.
 - 217. **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 E.R.C. to minimum strength.
- 218. **No Such Provision**
- 219. **No Such Provision**
- 220. **No Such Provision**
- 221. **No Such Provision**
- 222. **No Such Provision**
- 223. **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:
 - (a) effective from July 1, 2004 until the City implements the three platoon schedule:
 - (i) 182 hours in a twenty-four (24) day work period in the case of employees regularly working a 42-hour week;

(ii) 212 hours in a twenty-eight (28) day work period in the case of employees regularly working a 40-hour week.

(b) effective upon the City's implementation of a three platoon schedule pursuant to Article XXIV:

(i) 204 hours in a twenty-seven (27) day work period for employees who regularly work twenty-four (24) hour shifts;

(ii) 182 hours in a twenty-four (24) day work period for employees who regularly work a 42-hour week;

(iii) 212 hours in a twenty-eight (28) day work period for employees who regularly work a 40-hour week.

223a. **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.

224. **Section 3** If an employee is called back for work for a period which is less than a full tour of duty, he shall be paid a minimum of four (4) hours at his 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.

225. **No Such Provision**

226. **No Such Provision**

227. **No Such Provision**

228. **No Such Provision**

229. **No Such Provision**

230. **No Such Provision**

231. **No Such Provision**

232. **No Such Provision**

233. **No Such Provision**

234. **No Such Provision**

235. **Section 4** In no case shall a member be allowed to work overtime on a shift to which he/she is assigned.

235a. **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, in the

absence of volunteers, on an equitable basis. 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.

- 235b. **Section 6** In the event overtime pay for the Department exceeds \$250,000 in any six (6) consecutive month period following implementation of a three (3) platoon system, but prior to September 30, 2006, then the contract may be reopened in the discretion of the City or the Waterbury Financial Planning and Assistance Board with respect to Article XI Sick Leave, Article XVIII Overtime, Article XXI Vacations, and Article XXVI Special Assignment, and the parties shall commence negotiations. For purposes of this reopener provision, overtime pay shall aggregate wages paid to employees for all time worked outside of their regularly scheduled workday.

ARTICLE XIX
ACTING OFFICERS

236. **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 XIX, the “higher classification” in which “a Fire Fighter is required to work” is the Fire Lieutenant or Fire Captain rank – classification.
237. **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 based on the regular hourly rate of a Fire Lieutenant.
238. **Section 2** Each company shall have a designated Acting Officer for each shift.
239. 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.
240. If such designated Acting Officer should leave that position for any reason, his successor shall be immediately selected by offering the position to the qualified employee with the most departmental seniority on that shift in that company. Should this employee refuse such assignment, it shall then be offered to each other qualified employee on that shift in that company in descending order of seniority.
241. **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.

242. **Section 3** A list of Acting Officers shall be maintained by the Chief's Office. Such list shall be kept current at all times.
243. **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 for the higher rank for each working shift tour that he acts as such Acting Chief Officer.
244. **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 hereof.
245. **Section 6** In the event of the "long-term" absence of a Deputy Chief or Battalion Chief on a shift, or a Captain or Lieutenant on a fire fighting company, the Chief shall exercise the following procedures. For the purposes of this Section, "long-term absence" is defined as the absence of the member for more than seven (7) consecutive workdays.
- 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.
 - 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.
 - c. Said Acting Deputy Chief or Acting Battalion Chief shall maintain any vacation selections made prior to his becoming an Acting officer.
 - d. Said acting officer shall receive the weekly wage prescribed in Article XXV for the rank in which he is acting for the duration of his acting assignment. This differential shall not be included in his pension entitlement per the provisions of Article XXXIII hereof.
 - e. An Acting Captain or Acting Lieutenant shall maintain his original assignment.
 - f. Said Acting Captain shall maintain his own place on the officers' extra work/overtime rotation and shall work overtime, pursuant to Article XVIII, at a Lieutenant's wage scale.

246. **No Such Provision**

ARTICLE XIX (A)
POSITION-CLASSIFICATIONS ABOVE DEPUTY CHIEF

247. **No Such Provision**

ARTICLE XX
UNIFORM AND PROTECTIVE CLOTHING

248. **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:

Battalion Chief Officers – White work shirts with official department markings – sleeve length at member’s choice, navy blue work pants;

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);

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);

Training Staff – Light blue work shirts with official department markings – sleeve length at member’s choice, navy blue work pants.

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.

249. All work uniforms for line personnel and training staff shall conform to NFPA Standard 1975.

250. The work uniform for personnel in the ERC, BAR 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.

251. **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.

POSITION	NUMBER AND TYPE OF SHIRT	NUMBER AND TYPE OF PANTS	NUMBER AND TYPE OF TEE-SHIRTS	NUMBER OF TIES
Battalion Chief	3LS, 3SS FR White Shirt	4 Pairs FR Pant		
Fire Officer (line)	3LS, 3SS FR Light Blue	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	4LS, 4SS Uniform White	2 Pair Uniform Pant	2 Ties
ERC	4LS, 4SS Uniform White	2 Pair Uniform Pant	2 Ties
BFP	4LS, 4SS Uniform White	2 Pair Uniform Pant	2 Ties

*Light Blue if possible.

252. **Section 2a** All employees will be required to have a “dress uniform” six (6) months after completion of their probationary period.
253. **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.
254. **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.
255. **Section 4** The City shall provide each employee in the bargaining unit with his 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 GoreTextm liner and compatible with Turnout Coat. (As of July 1, 1990, all Bunker Pants and Turnout Coat replacement issues shall be of a color other than black.) 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, 2000 edition).

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.

256. **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 \$130 limit on reimbursement of lost, non-required, personal

electronic equipment such as, but not limited to, pagers, cell phones and computer equipment.

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 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

257. **Section 1** In each fiscal year each regular employee assigned to work twenty-four (24) hour shifts or assigned to the E.R.C. who has or will have less than one (1) year of service on December 31, shall receive one (1) week of vacation leave with pay. Each such employee who has or will have completed one (1) year of service, but less than ten (10) years of service on December 31, of such fiscal year, shall receive two (2) weeks of vacation leave with pay. Each such employee who has or will have completed ten (10) or more years of service on December 31, shall receive three (3) weeks vacation leave with pay. No employee shall be permitted to qualify in one calendar year for two vacation periods as set forth above.
258. **Section 1a** Employees not assigned to work twenty-four (24) hour shifts and not assigned to the E.R.C. shall be granted time off with pay for vacations according to the following schedule:
259. Employees who have completed six (6) months of continuous service with the City and less than one (1) year, shall be entitled to one (1) week of vacation within the second six (6) months of service;
260. 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;
261. Employees who have completed ten (10) years of service with the City shall be entitled to three (3) weeks of vacation;
262. Employees not assigned to work twenty-four (24) hour shifts and not assigned to the E.R.C. 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.
263. **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 has not taken all of his vacation entitlement (earned per the applicable provisions of either

Section 1 or Section 1a hereof), during the fiscal year in question, then, the employee may, with the approval of the Chief, defer one week of that vacation entitlement to the following fiscal 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.

264. **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.
265. **Section 2** For the purposes of this Article as it applies to employees assigned to work twenty-four (24) hour shifts or assigned to the E.R.C., each week of vacation leave shall be equivalent to the average hours the employee is scheduled to work per week over the course of a year. In no instance shall a vacation selection be less than a twelve (12) 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 E.R.C.

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.

266. **Section 3** Employees may select and take their vacation leave throughout the fiscal 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 working shift in his fire fighting company shall have chosen his first two (2) weeks or less of vacation leave.
267. For the purposes of this Article as it applies to employees assigned to work twenty-four (24) hour shifts or assigned to the E.R.C., 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.
268. **No Such Provision**
269. **No Such Provision**
270. 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.
271. 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.

272. The Chief of the Department may limit the number of employees assigned to the E.R.C. 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 E.R.C. 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.

272a. Dispatcher/Supervisors may take vacation in any combination of day (9 ½ hour) or night (14 ½ hour) shifts.

Dispatcher/Supervisors are not subject to the “release” requirements of Section 6 herein.

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

273. **Section 4** If vacation leave will be earned by any employee during any fiscal year, employees may carryover into the next fiscal 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 fiscal 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.

274. **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 E.R.C. 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.

275. **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:

276. 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 entitle 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.

277. 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.

278. **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 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.
279. **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.
280. **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.
281. A. Such guaranteed selections shall be submitted to the Chief's office on April 1st of each calendar year;
282. B. No employee may consider his selection "guaranteed" until such selection is recorded on the "Guaranteed Vacation Schedule", issued by the Chief's office to each company and shift or Bureau;
283. C. Such "Guaranteed Vacation Schedule" shall be issued by the Chief's office no later than April 9th, of each calendar year;
284. 1. Failure of the Chief's office to issue such list by the aforementioned date shall have the same effect as accepting and approving the vacation schedule as submitted.
285. **Section 7a** If an employee is promoted, or involuntarily transferred, he shall be entitled to his "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.
286. A. If an employee is unable to take his guaranteed vacation because of a shift change, he shall be allowed to adjust his remaining vacation to insure his vacation during the same calendar week(s) OR any other available vacation selection in his new company and shift.
287. **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 replacement vacation selection which does not conflict with other vacation selections in his company on his 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.
288. **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

289. **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 E.R.C. in accordance with the provisions of this Article:

290. 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	

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

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

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

For employees assigned to the E.R.C.:

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.

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

C. Independence Day shall always be July 4th.

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.

For fire fighters assigned to a 24-hour schedule:

All holidays 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.

293. **No Such Provision**
294. **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.
295. **Section 3a** In the event that an employee should work his regularly assigned shift on a holiday (as defined in Section 1 hereof), and if such employee also works beyond his regularly assigned shift on that holiday, then that employee shall be paid for said work beyond his regular shift at the rate of one and one-half (1½) times his regular hourly rate as provided in Article XXV.
296. **Section 3b** In the event an employee is required to work on his day off, which is a holiday, he shall be paid for the hours worked (but not less than 9-1/2 hours for a 42-hour employee, not less than 8 hours for a 40-hour employee, and not less than 12 hours for a 24-hour shift employee) at the rate of one and one-half (1½) times his regular hourly rate as provided in Article XXV.
297. **Section 4** Employees assigned to a 40-hour workweek schedule shall receive the day off with pay for each holiday listed in Section 1. 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, except Easter, which will be observed on Sunday.

ARTICLE XXIII
FIRE WATCH DUTY

298. **Section 1** The term "Fire Watch Duty" for the purpose of this Article shall mean duty designed to assist in fire safety code enforcement, crowd panic control and related duties.
299. **Section 2** All "Fire Watch Duty" assignments shall be made by the Fire Marshal or Fire Chief or his designated representative, who must be an employee assigned to the Fire Marshal's Office.
300. **Section 3** Whenever any person or organization is required to or shall seek the services of the Fire Department for Fire Watch 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. The City shall first assign on duty line fire fighters who are qualified to perform Fire Watch Duty for the City where such duty is required and where such assignment does not reduce Department strength below minimum staffing. Line fire fighters will not receive any overtime pay or holiday pay (pursuant to Sections 4 and 4a) for performing fire watch while on assigned duty, unless such duty is overtime as defined in Article XVIII.

301. **Section 4** The rate of pay for Fire Watch Duty for a fire fighter or for an officer who performs such duty outside his regularly scheduled assigned duty shall be one and one half (1 ½) times the same hourly rate that he receives for his 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 Fire Watch 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, the pay provided under this section shall be deemed to apply to the overtime hours up to the number of fire watch duty hours paid in the pay period.
302. **Section 4a** If Fire Watch Duty is performed on a legal holiday as provided for and defined in Article XXIII of this Agreement, the employee performing such Fire Watch Duty will be paid at two (2) times the same hourly rate as that which he receives for his 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.
303. **No Such Provision**
304. **No Such Provision**
305. **Section 5** An employee who desires assignment to “Fire Watch Duty” work shall notify the Fire Marshal or his designated representative and in order to be considered must meet written Department requirements to be determined by the Fire Chief and Fire Marshal.
306. **Section 5a** Employees who indicate their availability for “Fire Watch 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 a “Fire Watch Duty” assignment before it will affect his standing.
307. **Section 5b** 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 position on the “Fire Watch Duty” roster. The Union shall establish a committee to determine the charitable organization and designate the occasions which will not affect the “Fire Watch Duty” roster.
308. **No Such Provision**

ARTICLE XXIV
WORK WEEK

309. **Section 1** The City shall institute a three (3) platoon system no later than October 1, 2004. The work week schedule pursuant to Article XXIV of the 1999-2004 Agreement shall remain in effect until such time as the City institutes a three (3) platoon system, but in no event later than October 1, 2004.

Upon implementation of the three (3) platoon system, the work week of all employees who perform fire fighting duties shall be an annualized average of approximately fifty (50) hours. This workweek shall be based on a schedule consisting of three (3) platoons, each of which will work a schedule of twenty-four (24) hour shifts. The 24 hour shift shall commence at 0800 hours and continue through 0800 hours the following day. Platoons shall be scheduled over a twenty-seven (27) day period. The schedule will consist of three 9-day cycles in which employees will work: 1 day on, 1 day off, 1 day on, 1 day off, 1 day on, 4 days off. Each employee will be granted one (1) Kelly Day off in each twenty-seven (27) day cycle.

Effective July 1, 2006, the work week of all employees who perform fire fighting duties shall be an annualized average of fifty-three (53) hours. This workweek shall be based on a schedule consisting of three (3) platoons, each of which will work a schedule of 24 hour shifts. The 24 hour shift shall commence at 0800 hours and continue through 0800 hours the following day. Platoons shall be scheduled over a twenty-seven (27) day period. The schedule will consist of three 9-day cycles in which employees will work: 1 day on, 1 day off, 1 day on, 1 day off, 1 day on, 4 days off. Each employee will be granted one-half (1/2) Kelly Day off in each twenty-seven (27) day cycle.

The work week for employees assigned to the E.R.C., 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.

310. **Section 2** 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

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

	Position Classification	07/01/04	Upon implementation of a 3 platoon system	07/01/05	07/01/06	07/01/07
312.	Fire Fighter P	\$ 761.45	\$ 814.75	\$ 831.05	\$ 855.98	\$ 873.10
313.	Fire Fighter A	\$ 831.46	\$ 889.66	\$ 907.45	\$ 934.67	\$ 953.36
314.	Fire Fighter B	\$ 865.15	\$ 925.71	\$ 944.22	\$ 972.55	\$ 992.00
315.	Fire Fighter C	\$ 898.98	\$ 961.91	\$ 981.15	\$1,010.58	\$1,030.79
316.	Fire Fighter D	\$ 946.45	\$1,012.70	\$1,032.95	\$1,063.94	\$1,085.22
317.	Fire Lieutenant	\$1,041.05	\$1,113.92	\$1,136.20	\$1,170.29	\$1,193.70
318.	Fire Captain	\$1,135.65	\$1,215.15	\$1,239.45	\$1,276.63	\$1,302.16
319.	Battalion Chief	\$1,236.99	\$1,323.58	\$1,350.05	\$1,390.55	\$1,418.36
320.	Deputy Chief	\$1,407.99	\$1,506.55	\$1,536.68	\$1,582.78	\$1,614.44
321.	Fire Marshal	\$1,345.15	\$1,345.15	\$1,378.78	\$1,413.25	\$1,448.58
322.	Assistant Fire Marshal	\$1,186.36	\$1,186.36	\$1,216.02	\$1,246.42	\$1,277.58
323.	*Deputy Fire Marshal/ Deputy Assistant Marshal	\$1,088.36	\$1,088.36	\$1,115.57	\$1,144.51	\$1,173.12
324.	*F/F/ Inspector/Deputy Marshal	\$ 993.79	\$ 993.79	\$1,018.63	\$1,044.10	\$1,070.20
325.	F. D. Master Mechanic	\$1,345.15	\$1,345.15	\$1,378.78	\$1,413.25	\$1,448.58
326.	Fire Equipment Mechanic	\$1,116.76	\$1,116.76	\$1,144.68	\$1,173.30	\$1,202.63
327.	Director of Training	\$1,345.15	\$1,345.15	\$1,378.78	\$1,413.25	\$1,448.58
328.	*Lieutenant Training Div.	\$1,088.36	\$1,088.36	\$1,115.57	\$1,144.51	\$1,173.12
329.	*Captain Training Division	\$1,186.34	\$1,186.34	\$1,216.00	\$1,246.40	\$1,277.56
330.	Director of Communications	\$1,345.15	\$1,345.15	\$1,378.78	\$1,413.25	\$1,448.58
331.	Dispatcher/Supervisor	\$1,088.36	\$1,088.36	\$1,115.57	\$1,144.51	\$1,173.12
332.	F/F Dispatcher	\$ 993.79	\$ 993.79	\$1,018.63	\$1,044.10	\$1,070.20

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

333. **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.

334. **No Such Provision**

335. **No Such Provision**

336. **No Such Provision**

337. **No Such Provision**

- 337a. **Section 3** The City reserves the right to change the pay period to bi-weekly and/or change the payday for employees.

ARTICLE XXVI
SPECIAL ASSIGNMENT

338. **Section 1** Employees assigned by the Fire Chief to the following special assignments shall be paid as hereinafter noted. These special assignments are:
339. (a) Employees assigned as Regular Fire Driver - the amount noted hereafter, annually, in addition to his salary as a fire fighter;
340. (b) Employees assigned as Fire Department Mechanics or Master Mechanic shall receive the amount noted in the schedule hereinafter set forth, annually, in recognition of their stand-by responsibilities and the amount shall be divided equally among the employees assigned to these positions;
341. (c) Employees assigned to the Fire Department Arson Squad shall receive the amount noted in the schedule hereinafter set forth, annually, in recognition of their stand-by responsibilities and the amount shall be divided equally among the employees assigned to these positions;
342. (d) The employee, assigned as Supervisor of the Fire Department component of the Fire/Police Arson Squad, shall receive the amount noted hereafter, in addition to his pay as an employee assigned to the Arson Squad;
343. (e) The officer in charge each shift of Engine No. 4 or, in his absence, his designee, shall receive the amount noted in the schedules hereafter set forth in consideration of his 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;
344. (f) The officer in charge, or his 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, 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;
345. (g) The fire fighter in charge, or his 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;

- 346. (h) The employee in the Fire Marshal’s Office who assigns the Fire Watch assignment;
- 347. (i) Members assigned to the Bureau of Instruction and Training who perform scene Safety Officer duties.
- 348. The effective dates of payment and the rates for payment for these special assignments set forth in the preceding paragraphs shall be as follows:

	Special Assignment	7-1-04	Upon implementation of a 3 platoon system	7-1-05	7-1-06	7-1-07
349.	Regular Fire Driver	\$2,111.46	\$2,259.26	\$2,304.45	\$2,373.58	\$2,421.05
350.	Employees assigned as Master Mechanic or Fire Equipment Mechanic	\$2,122.99	\$2,122.99	\$2,176.06	\$2,230.46	\$2,286.22
351.	Employees assigned to Arson Squad	\$2,122.99	\$2,122.99	\$2,176.06	\$2,230.46	\$2,286.22
352.	Supervisor of Arson Squad (per week)	\$13.46	\$13.46	\$13.80	\$14.15	\$14.50
353.	Employee who assigns Fire Watch Duty (per week)	\$13.46	\$13.46	\$13.80	\$14.15	\$14.50
354.	Day Tour Officer or Designee at Engine 4 (per day)	\$11.73	\$12.55	\$12.80	\$13.18	\$13.44
355.	Staffing Officer or Designee at Engine 2 (per 12 hours)	\$11.73	\$12.55	\$12.80	\$13.18	\$13.44
356.	Fire Fighter in charge of City-Wide Overtime (per 12 hours)	\$11.73	\$12.55	\$12.80	\$13.18	\$13.44
357.	Scene Safety Officer	\$2,122.99	\$2,122.99	\$2,176.06	\$2,230.46	\$2,286.22
358.	Fire Driver not regularly assigned (per shift)	\$23.26	\$24.89	\$25.39	\$26.15	\$26.67
359.	No Such Provision					

- 360. **Section 2** Each fire fighter who is not regularly assigned as a Fire Driver shall receive special assignment pay per Section 1 for each tour of duty, or majority part thereof, during which he served as a Fire Driver.

ARTICLE XXVII
INSURANCE

- 361. **Section 1** As soon as practicable after approval of this agreement, the City shall provide the insurance program described below.

362. **Section 1a** Each employee shall have the option to enroll in one of the following medical insurance plans:
363. 1. The Century Preferred Managed Care Program with a \$10 co-pay for home and office visits with an unlimited maximum for in-network providers. Out-of-network cost shares include \$200/400/500 deductible for individual, two person, and family coverage with subsequent coinsurance of 20% on covered expenses of up to \$2000/4000/5000 respectively for individual, two person, and family coverage. The maximum “out-of-pocket” expense associated with the out-of-network cost share is \$600/1200/1500 for individual, two person, and family coverage respectively. If a non-network provider is used the employee or dependent may be subject to balance billing above and beyond the stated maximums. The program includes managed benefits with a \$200 inpatient hospital and 25% professional penalty imposed if guidelines are not followed. The lifetime maximum for the program is unlimited.
364. 2. The BlueCare POS Plan with no co-pay for preventive office visits in-network, a \$5 co-pay for primary care office visits in network and a \$10 co-pay for specialist office visits in-network, and an unlimited maximum for in-network providers. Out-of-network cost shares include \$250/750 deductible for individual and two-person or family coverage, with subsequent coinsurance of 20% on covered expenses of up to \$6,250/18,750 respectively for individual and two-person or family coverage. The maximum out-of-pocket expense associated with out-of-network cost share is \$1,500/4,500 for individual and two-person or family coverage respectively. If a non-network provider is used the employee or dependent may be subject to balance billing above and beyond the stated maximums. Prior authorization is required for certain services. The lifetime maximum for in-network is unlimited and for out-of-network is \$1,000,000.
365. 3. The BlueCare POE Plan, with services limited to network providers; out-of-network services are not permitted. Under the BlueCare POE Plan, there is no office visit co-pay for preventive care, a \$5 co-pay for primary care office visits and a \$10 co-pay for specialist office visits. Prior authorization is required for certain services. The lifetime maximum is unlimited.
366. **Section 1b** Each employee shall pay the following portion of the premium or premium equivalent for the above medical insurance programs for the coverage of the employee and the eligible dependents of the employee:
- | | |
|-------------------|-------|
| Century Preferred | 20% |
| BlueCare POS | 12.5% |
| BlueCare POE | 5.0% |

Employee premium cost sharing shall be by payroll deduction.

367. **Section 1c** Employees who enroll in the Century Preferred Managed Care Program shall enroll in the Anthem Public Sector Three-Tier Prescription Drug Plan with co-payments of \$10 for generic drugs, \$20 for listed brand name drugs, and \$30 for non-

listed brand name drugs, and required generic substitution. Mail order co-payments for a 90-day supply of maintenance medications are \$20 for generic, \$40 for listed brand name, and \$60 for non-listed brand name. For non-participating pharmacies, the plan pays 80% of the Anthem allowance. The annual maximum benefit is \$1,000.00. Employees who enroll in BlueCare POS or BlueCare POE shall enroll in the Anthem Public Sector Three-Tier Prescription Drug Plan with co-payments of \$5 for generic drugs, \$10 for listed brand name drugs, and \$15 for non-listed brand name drugs, and required generic substitution. Mail order co-payments for a 90-day supply of maintenance medications are \$10 for generic, \$20 for listed brand name, and \$30 for non-listed brand name. For non-participating pharmacies, the plan pays 80% of the Anthem allowance. The annual maximum benefit is \$1,000.00.

368. **Section 1d** Each employee who is enrolled in the prescription plan shall pay 20% of the premium or premium equivalent, by payroll deduction.
369. **Section 1e** Employees who enroll in one of the medical insurance plans above shall have the option to enroll in the Anthem Full-Service Dental Plan and Dental Rider A (dependent child rider).
370. **Section 1f** Each employee who is enrolled in the dental plan shall pay 20% of the premium or premium equivalent, by payroll deduction.
371. **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.
372. **Section 3** The City shall provide, without charge to the employee, life insurance coverage in the face amount of his 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.
373. **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.
374. **Section 4** The City may elect to change insurance carrier(s)/administrator(s) for any of the benefits specified in this Article, provided the coverage is at least comparable to the coverage in effect immediately prior to the change. "Comparable" means same overall plan design, equivalent benefit levels as to each of the major elements of the plan, and comparable value (balancing off pluses and minus) as to the remaining elements of

the plan. The City agrees to give the Union reasonable notice prior to any change in carrier(s)/administrator(s).

In the event of a dispute over the interpretation or application of this section, the Union may, within thirty (30) days after being notified of a medical insurance change, request grievance arbitration without proceeding through the initial steps of the grievance procedure. The request for arbitration shall include a listing of the element or elements of the plan that the union claims are not “comparable” to the pre-existing plan. Arbitration shall be conducted by a mutually acceptable arbitrator, or if none can be agreed upon within five (5) business days of the union’s notice of arbitration, by the Alternative Dispute Resolution Center in accordance with its rules and procedures. The costs of arbitration shall be shared equally by the parties.

375. **Section 5** Any question concerning eligibility for coverage or payment of benefits pertaining to any of the aforementioned provisions shall be determined by the insuring company in accordance with the provisions of such policies, as summarized in the applicable summary plan description, as amended from time to time.
376. **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.
- 376a. **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.
- 376b. **Section 8** Retirees shall pay a premium cost share according to the following: (1) employees who retire on or before June 30, 2006 shall pay one-half (1/2) the dollar amount of the premium cost share for the plan he elects that active employees are required to pay at the time of his retirement; (2) employees who retire after June 30, 2006 shall pay the same premium cost share as active employees are required to pay pursuant to this agreement or any successor agreement, as such may change from time to time.
- 376c. **Section 9** 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 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

377. **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-twenty (120) 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

378. **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.

379. **Section 2** Upon his request, any employee has the right to inspect his service and medical records at any reasonable time.
380. **Section 3** Any employee will be considered relieved from duty when his replacement reports for duty, fit and ready for work, to the officer in charge of the company.
381. **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 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.
382. **No Such Provision**
383. **Section 5** The City and the Union have in their respective files a sketch-map which delineates a parking area contiguous to the Field Street Fire Station which has been set aside for parking for Fire Department employees assigned to Headquarters.
383. **No Such Provision**
384. **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 residency.
385. **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.
386. **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 of 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 hirees, which forms will indicate the employees' compliance with this provision. The provisions of this Section 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.

387. **Section 9** The parties agree that employees will continue to perform the day-to-day care of vehicles used by the Chief Officers.
388. **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.
- 388a. **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.
- 388b. **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.
- 388c. **Section 13** Whenever a male gender is used in this Agreement it shall be construed to include male and female employees unless biologically infeasible.
- 388d. **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.
- 388e. **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.

ARTICLE XXX (A)
TRAINING

389. **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 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 or to review in any other manner.

390. 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, to any other employee.
391. **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).
392. 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.
393. 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.
394. C. They shall not be re-assigned to their companies until 0800 the Monday after the training is completed.
395. 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.
396. 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.)
397. 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.

398. **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:
399. 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:
400. 1. The shift immediately before off, with pay;
401. 2. The shift immediately after off, with pay, provided he is scheduled to work such shift;
402. 3. Pay for the hours of training in accordance with Article XVIII.
403. 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:
404. 1. The shift immediately after off, with pay, provided he is scheduled to work such shift;
405. 2. Pay for the hours of training in accordance with Article XVIII.
406. 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 in accordance with Article XVIII.
407. D. Any employee who is scheduled to work the shift that is during the training session will be given that shift off.
408. 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 vacation time and may be allowed to defer his vacation(s) into the next year, with the permission of the Chief.
409. **Section 2b** The Chief shall grant reasonable amount of time off to travel to and return from a training session.
410. **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.
411. **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.

412. **Section 2e** 40 hour personnel shall be covered under Section 1 of this Article, or Article XVIII, for the purpose of training.
413. **Section 2f** If an employee assigned to the Training Division attends schools to attain a State Certification for Instructor on his day off, he will be granted a compensatory day off for each day he attends such schools on his day off.
414. **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 certification and a minimum of one (1) week assignment to the Bureau of Instruction and Training.
415. A. Any new hiree not completing the certification course will be assigned to the Bureau of Instruction and Training until such time as he can successfully complete the course.
416. B. The City may terminate a new hiree who fails to complete the course the second time he is enrolled.
417. C. In order that new hirees may be given additional training and be properly evaluated:
418. 1. New hirees shall not be placed on their respective company's overtime list until three (3) months after being assigned to a fire company;
419. 2. New hirees shall not be considered available for temporary assignment for three (3) months after they are assigned to a fire company;
420. a. 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.
421. 3. For the first three (3) months after being assigned to a fire company new hirees 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.
422. D. Except as provided for in Section 3 of this Article, new hirees shall retain all rights and benefits provided for under the collective bargaining agreement including, but not limited to, this Article and/or Article XVIII.
423. **No Such Provision**
424. **No Such Provision**
425. **No Such Provision**

426. **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.
427. 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 (Pension).
428. **No Such Provision**
429. c. At the end of the temporary transfer, the member shall be transferred back to the assignment they held before the temporary transfer.
430. d. Any member temporarily transferred as outlined in this section shall retain all rights and benefits afforded in this agreement.
431. e. No action shall be taken against any member because of his 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.
432. **No Such Provision**
433. **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 designee).
434. 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.
435. b. If the Chief (or his 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.
436. 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 XXXI
PRESERVATION OF MANAGEMENT RIGHTS

437. **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:

- 437a. a. To determine the care, maintenance and operation of equipment and property used for and on behalf of the purposes of the City.
- 437b. 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.
- 437c. c. To discontinue processes or operations or to discontinue their performance by employees.
- 437d. d. To select and to determine the number and types of employees required to perform the City's operations.
- 437e. e. 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.
- 437f. 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.
- 437g. g. To ensure that related duties connected with departmental operations, whether enumerated in job descriptions or not, shall be performed by employees.
- 437h. 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.
- 437i. i. To create job specifications and to revise existing job specifications as deemed necessary.
- 437j. 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.

ARTICLE XXXII
PRESERVATION OF EMPLOYEE RIGHTS

438. **No Such Provision**

ARTICLE XXXIII
PENSIONS

439. **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. However, employees who will be eligible for a full normal retirement benefit based on their years of service completed on or before June 30, 2006 will remain covered by the pension provisions in effect for employees of the Fire Department on June 30, 2004 instead of the Pension Ordinance referenced in the preceding sentence, provided said employees actually retire no later than June 30, 2006.
440. **No Such Provision**
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458. **No Such Provision**

459. 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:

1. Years of service completed prior to December 31, 2001 shall be valued at 2.5% per year;
2. Years of service completed subsequent to December 31, 2001, but prior to July 1, 2004 shall be valued at 2.0% per year.

460. **No Such Provision**

461. **No Such Provision**

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480. **No Such Provision**

481. **No Such Provision**

481a. **No Such Provision**

482. **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.

ARTICLE XXXIV
EDUCATIONAL INCENTIVE

483. **Section 1** Any qualified member of the bargaining unit shall receive additional compensation for the educational attainments in the Fire Technology and Administration 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.

484. (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.

485. (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.

486. (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.

487. (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.

488. (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.

489. (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.

490. (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 accredited by a Regional Accrediting Agency recognized by the U.S. Department of Education.
491. **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.
492. **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

493. **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.
494. **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.
495. **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.
496. (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.
497. **Section 3** Smoking Policy
498. 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.

499. 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.
500. 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.
501. **Section 4** Employees shall be subject to drug and alcohol testing in the same manner and under the same conditions as if the provisions of Connecticut General Statutes Sections 31-51t through 31-51y were applicable.
- 501a. **Section 4a** The City agrees to develop applicable standards and procedures to administer and enforce the provisions of Section 4 to the extent permitted by law.
502. **No Such Provision**
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517. **Section 4b** Rehabilitation Program: Any employee who tests positive for illegal drugs and/or alcohol shall be relieved of duty, medically evaluated, counseled and treated for rehabilitation as recommended by E.A.P. counselor. Employees who complete a rehabilitation program will be re-tested randomly at least once every quarter for the

following twenty-four (24) months. An employee may voluntarily enter rehabilitation without a requirement or prior testing. Any costs over and above the insurance coverage shall be paid for by the employee. Employees will be allowed to use their accrued and earned leave for the necessary time off involved in the rehabilitation program.

- 518. If an employee tests positive during the twenty-four (24) month period they shall be subject to immediate termination of their employment.
- 519. **Section 4c** Duty assignment after treatment: Once an employee successfully completes rehabilitation, they shall be returned to their regular duty assignment. Once treatment and any follow-up care is completed, and five (5) years have passed since the employee entered the program, the employee's personnel file shall be purged of any reference to his/her drug or alcohol problem.
- 519a. **Section 4d** Under no circumstances shall an employee who tests positive for drugs and/or alcohol (or who voluntarily enters rehabilitation) be permitted to return to duty unless and until the employee is tested by the City for drugs and/or alcohol and a confirmed negative test is obtained.
- 520. **No Such Provision**
- 521. **No Such Provision**
- 522. **No Such Provision**
- 523. **No Such Provision**

ARTICLE XXXVI
SAVINGS CLAUSE

- 524. **No Such Provision**

ARTICLE XXXVII
GENDER

- 525. **No Such Provision**

ARTICLE XXXVIII
DURATION

- 526. **Section 1** This Agreement shall be effective as of July 1, 2004, 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, 2008. However, this Agreement shall be automatically renewed for successive twelve (12) month periods unless either party notifies the other in writing between February 1, 2008, and March 1, 2008, (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.

527. **No Such Provision**

APPENDIX A

RETIREMENTS WITHIN WINDOW PERIOD

Bargaining unit employees have twenty-five (25) days from the issuance date of this arbitration award to elect retirement under the terms of the predecessor collective bargaining agreement subject to the following:

1. An employee must be eligible to retire on or before August 4, 2004.
2. An eligible employee must file an application for retirement and retire on or before August 30, 2004 in order to take advantage of the window period.

An employee who does not meet the above conditions shall not have the benefit of the window period and shall not be permitted to retire under the provisions of the expired contract.

An employee who elects to retire under the provisions of the expired contract shall not be entitled to the benefits of this Agreement.