

Collective Bargaining Agreement

between

Town of Waterford

and

***Waterford Professional Firefighters Association
Union Local 4629 International Association of Firefighters
AFL-CIO***

July 1, 2021 - June 30, 2024

RECEIVED FOR RECORD
WATERFORD, CT
2021 DEC 16 PM 12:05
TOWN OF WATERFORD
TOWN CLERK

TABLE OF CONTENTS

PREAMBLE	1
ARTICLE I – RECOGNITION	1
ARTICLE II - MANAGEMENT RIGHTS	1
ARTICLE III - STRIKES AND LOCKOUTS	2
ARTICLE IV – PROBATION.....	2
ARTICLE V - NO DISCRIMINATION	3
ARTICLE VI - UNION SECURITY – AGENCY SHOP	3
ARTICLE VII - PAYROLL DEDUCTION	3
ARTICLE VIII - UNION ACTIVITIES.....	4
ARTICLE IX – DISCIPLINE.....	5
ARTICLE X - GRIEVANCE PROCEDURE.....	5
ARTICLE XI – ASSIGNMENTS	7
ARTICLE XII – SENIORITY	7
ARTICLE XIII - HOURS OF WORK.....	8
ARTICLE XIV – HOLIDAYS	11
ARTICLE XV – VACATION	12
ARTICLE XVI – LEAVE	13
ARTICLE XVII – UNIFORMS.....	17
ARTICLE XVIII - PROFESSIONAL EDUCATION SUPPORT	18
ARTICLE XIX - COLLEGE EDUCATION INCENTIVE	18
ARTICLE XX – WAGES.....	19
ARTICLE XXI - RESERVED FOR FUTURE USE.....	20
ARTICLE XXII - LONGEVITY PAY.....	20
ARTICLE XXIII - INSURANCE AND RETIREMENT.....	21
ARTICLE XXIV - PERFORMANCE OF WORK	22
ARTICLE XXV - SAFETY COMMITTEE.....	23
ARTICLE XXVI - ONLY AGREEMENT.....	23
ARTICLE XXVII – DURATION	23
SIGNATURE PAGE	24
APPENDIX A.....	25

PREAMBLE

The Parties to this Agreement are the Town of Waterford (hereinafter referred to as the "Town" or "Employer") and the Waterford Professional Firefighters Association Union Local 4629, IAFF, AFL-CIO ("Union").

ARTICLE I **RECOGNITION**

- 1.0 The Town recognizes the Union as the sole and exclusive collective bargaining representative and collective bargaining agent of all full time Firefighters, Captains and Fire Inspectors employed by the Town of Waterford with the exception of those positions which would be excluded in accordance with the Connecticut State Board of Labor Relations pursuant to the provisions of the Municipal Employee Relations Act, C. G. S. § 7-467 et seq. As used throughout this Agreement, unless otherwise specifically noted, the term employee refers to employees who are members of the recognized bargaining unit.

ARTICLE II **MANAGEMENT RIGHTS**

- 2.0 The Employer shall continue to have, whether exercised or not, all of the functions of management and shall have retained and reserved unto itself the right to exercise all the powers, authority and prerogatives of management, except as specifically abridged or modified by a specific provision in this Agreement, including, but not limited to, the following items:
- A. the operation and direction of the Fire Services;
 - B. the determination of the nature and level of services to be provided;
 - C. the direction, control, supervision and evaluation of all employees;
 - D. the establishment or change of job assignments;
 - E. the increase, change or discontinuation of operations in whole or in part;
 - F. the institution of technological changes;
 - G. the revising of processes, systems or equipment;
 - H. the alteration, addition or elimination of existing methods, equipment or facilities;
 - I. the determination of the location, organization, number and training of personnel;
 - J. the assignment of duties and work assignments;
 - K. the assignment of duty stations;
 - L. the scheduling and assigning of leaves;

- M. the hiring, appointment and promotion of all employees;
 - N. the demotion, suspension, discipline or discharge of employees for just cause;
 - O. the promulgation and enforcement of rules and regulations for the maintenance of discipline, for the performance of work consistent with the requirements of the Town as determined by the Director of Fire Services or his or her designee and for the efficient and effective provision of fire service to the Town;
 - P. the Town recognizes its statutory obligation to bargain in good faith regarding the impact of its exercising certain Management Rights set out in this Article.
 - Q. determination and interpretation of job descriptions.
- 2.1 In its sole discretion, and without incurring any bargaining obligation regarding its decision to do so, the Town may utilize volunteers to perform fire service functions.

ARTICLE III

STRIKES AND LOCKOUTS

- 3.0 The Union agrees that neither the Union nor any of its officers, agents or members, nor any employee covered under this Agreement, will call, institute, authorize, participate in or sanction any strike, work stoppage, slowdown, sick out, sympathy strike, or refusal to perform in whole or in part duties of employment, including upon termination of this Agreement.
- 3.1 The Union agrees further that should any employee or group of employees covered by this Agreement engage in any such job action, the Union shall disavow such activity, refuse to recognize any such job action and will notify, in writing, such employee or group of employees to terminate any such job action.
- 3.2 The Town shall not lock out employees during the life of this Agreement, including upon termination of the Agreement.

ARTICLE IV

PROBATION

- 4.0 New bargaining unit employees shall serve a probationary period of twelve (12) months, and shall have no seniority rights or grievance privileges during this period, but shall be subject to all other clauses of this Agreement. All employees who have completed the probationary period shall be considered regular employees, and the probation period shall be counted in determining total seniority. Each new bargaining unit member will be assigned to each station where bargaining unit members are then assigned for a period of time at the discretion of the Director of Fire Services, but for no fewer than five (5) shifts, prior to being assigned into a regular shift. If the new bargaining unit member had been assigned to a station as a part time firefighter or volunteer firefighter immediately preceding his/her full-time hire, the Director of Fire Services may waive the five (5) shift requirement at that particular station.

- 4.1 New bargaining unit probationary employees may be disciplined or terminated at any time during the probationary period without recourse to the grievance and arbitration provisions of the Agreement.
- 4.2 Newly appointed Captains shall serve a probationary period of twelve (12) months. During this probationary period, employee and/or Union may grieve an evaluation and/or disciplinary action related to performance as a Captain, but have no right to submit such grievance to arbitration.

ARTICLE V

NO DISCRIMINATION

- 5.0 All provisions of this Agreement apply equally to all employees, except in the case of bona fide occupational qualification, without discrimination because the employee is a veteran or because of the individual's race, color, religion, creed, age, sex, marital status, national origin, ancestry, disability, membership or non-membership in the Union or political activity or lack thereof.
- 5.1 It is the continuing policy of the Town and the Union to protect employees from intrusions upon their privacy and offenses to their personal sensibilities. It is the continuing policy of the Town and Union that no form of sexual harassment of one Town employee by another shall be condoned or permitted to continue. Sexual harassment shall be considered discriminatory under this provision. Employees are urged to report any such trespass on their rights to the Director of Fire Services or his or her designee, the Director of Human Resources or his or her designee or to the First Selectman. Any employee found to have sexually harassed another will be subject to disciplinary action up to and including dismissal.

ARTICLE VI

UNION SECURITY - AGENCY SHOP

- 6.0 During the term of this Agreement or extension thereof, all employees in the collective bargaining unit shall have the option to either become or remain members of the Union in good standing in accordance with the Constitution and By-Laws of the Union, or, in lieu of Union membership, voluntarily pay to the Union a service fee which shall not be greater than the amount of dues uniformly required of its members for the proportionate cost of collective bargaining, contract administration and grievance adjustment in accordance with the law.

ARTICLE VII

PAYROLL DEDUCTION

- 7.0 The Town agrees to deduct Union membership, initiation fees and weekly dues or service fees from the pay of those employees who voluntarily, individually and in writing authorize such deductions. The amounts to be deducted shall be certified to the Town by the Treasurer of the Union, and the aggregate deductions of all employees shall be remitted to the Union no later than the fifteenth (15th) of the next month following the month which such dues and/or service fees were deducted.
- 7.1 In the event an employee receives no pay on the payday in which dues are to be deducted, no deductions shall be made for that week.

- 7.2 When a member's dues are not deducted by reason of the conditions described in Sec. 7.1 of this Article, or by reason of an extended absence from the Department during which time the member is not paid, and such member returns to active duty, the Town shall reactivate and continue the deduction of the member's dues.
- 7.3 The Union agrees to indemnify and hold the Town harmless against any or all claims, demands, suits, or other forms of liability including attorney's fees and costs of administrative or other hearings or proceedings that shall or may arise out of, or by reason of, any action taken by the Town for purposes of complying with the provisions of this Article.

ARTICLE VIII

UNION ACTIVITIES

- 8.0 The Union agrees that no union activities except as provided for in this Agreement shall take place on the Town's property during working hours.

Union members who are on duty may attend off-site Union meetings which are otherwise held within Waterford, provided that they maintain complete readiness to respond to dispatched calls and that their participation in any Union meeting will not adversely impact daily operations of the fire service. Members may drive Town utility vehicles to such meetings.

The Union President and/ or his/her designee shall be granted leave with full pay to attend union sponsored seminars, provided that the Union President and/ or his/her designee is scheduled on duty at the time of said union sponsored seminar, and further provided that the total leave for the purposes set forth in this section shall not exceed forty (40) hours in any fiscal year. All such leaves shall be requested at least one (1) week in advance. In the event that two (2) members of the union intend to attend such an event and the shift cannot be filled, only one (1) member may attend.

- 8.1 The Union President or his or her designee and one (1) other bargaining unit employee will be allowed necessary time off with pay from duty for the purpose of negotiations but will remain available for emergency response.
- 8.2 The Town will place a bulletin board in an accessible place for the exclusive use of the Union.
- 8.3 The Town shall provide each employee and the President of the Local Union with a copy of this Agreement. The Town shall also provide an electronic copy to the Union in the format which is then in use by the Town for its normal business purposes.
- 8.4 Upon written request, directed to the Town Human Resources office, the Union may call meetings at reasonable times in Town buildings before or after regular working hours provided such meetings do not conflict with other scheduled activities or events.
- 8.5 The Union will provide the Town's Human Resources Director on or about July 1 of each year, a list of Union officers and stewards. In the event the list changes between July 1 - June 30, the Union will provide the updated list immediately to the Town's Human Resources Director.

ARTICLE IX

DISCIPLINE

- 9.0 No employee shall be discharged, terminated, demoted, suspended or disciplined in any manner except for just cause.
- 9.1 Discipline of probationary employees shall be for just cause; however, determination of just cause rests solely with the Town and shall not be subject to the grievance and arbitration procedures of this Agreement.
- 9.2 Corrective and instructional interviews are not discipline and not subject to the grievance and arbitration procedures of this Agreement.
- 9.3 Disciplinary actions should generally follow this order:
- (a) Verbal warning;
 - (b) Written warning;
 - (c) Suspension; and
 - (d) Discharge.

It is mutually understood and agreed by the Town and the Union that deviation from the above order for disciplinary actions may be warranted depending upon the totality of the circumstances, including the severity of the infraction, its pervasiveness and the employee's history of discipline.

ARTICLE X

GRIEVANCE PROCEDURE

- 10.0 A grievance is a dispute between an employee (or the Union) and the Town involving the interpretation or application of this Agreement.
- 10.1 Any employee may use this grievance procedure with or without Union assistance. An employee utilizing this grievance procedure without Union assistance may do so only through Step 2 of this Article. Only the Union may submit a grievance to arbitration.
- 10.2 No grievance settlement made as a result of an individually processed grievance shall contravene the provisions of this Agreement.
- 10.3 A grievance shall be processed in the following three (3) steps.

Step 1. Any employee who has a grievance shall reduce the grievance to writing and submit it to the Director of Fire Services within ten (10) working days of the date of the occurrence, and the Director of Fire Services shall use his best efforts to settle the dispute. The Director of Fire Services shall submit his decision in writing to the aggrieved employee and the employee's representative, if any, within ten (10) working days of receipt of the grievance.

Step 2. If the aggrieved and the aggrieved's representative, if any, are not satisfied with the decision rendered by the Director of Fire Services the employee, or the employee's representative, if any, shall submit the

grievance in writing within ten (10) working days, to the Town Human Resources Director. Within ten (10) working days after receiving such grievance, the Town Human Resources Director shall render his or her decision in writing to the aggrieved employee and the employee's representative, if any.

Step 3.

If the Union is not satisfied with the decision rendered, the Union may, within fifteen (15) working days, submit the grievance to the Connecticut State Board of Mediation and Arbitration (CSBMA), with written notice to the Town, and the decision rendered by the arbitrator(s) shall be final and binding upon both parties. Any grievance dealing with discipline of less than ten (10) days suspension may upon mutual agreement of the parties be arbitrated under the expedited rules of the Board. In lieu of arbitration before the Connecticut State Board of Mediation and Arbitration, either party may transfer discipline or non-disciplinary discharge cases to the American Arbitration Association ("AAA") provided however, that if the discipline involves less than a ninety (90) day suspension, the expenses of AAA shall be borne by the moving party and provided further that if the discipline is greater than or equal to a ninety (90) day suspension (including termination or a non-disciplinary discharge), the expenses of AAA shall be shared equally by the Town and the Union. When either the Town or the Union seeks to move a matter to AAA, the moving party shall provide notice of the transfer within five (5) working days of the transfer. Under no circumstances shall a case be transferred to AAA after the CSBMA has scheduled such case for arbitration, unless by mutual agreement of both parties.

- 10.4 The mediation services of the State Board of Mediation and Arbitration may be used in the third step of this procedure provided both parties mutually agree on the desirability of this service.
- 10.5 If either of the parties related to the grievance process desire to meet for the purpose of oral discussion, a meeting shall be requested and scheduled.
- 10.6 Time extensions beyond those stipulated in this grievance procedure may be arrived at by mutual agreement of both parties concerned and submitted in writing. The failure of management to respond to grievances within the time limit set forth above shall constitute denial of said grievance.
- 10.7 Either party shall have the right to employ a public stenographer at arbitration and shall provide copies of the transcript to the other party at no cost and also to the arbitration panel if requested to do so.
- 10.8 The Fire Union shall be entitled to submit grievances in the name of the Fire Union in the same manner as is provided herein for employees.
- 10.9 At its own expense and consistent with the terms of this Article, the Union shall have the right and choice of representation whenever representation is desired.
- 10.10 Working days, as set forth in this Article, shall mean Monday through Friday, excluding Saturday, Sunday and holidays.

- 10.11 The jurisdiction and authority of the arbitrator and his opinion and award shall be confined to the interpretation and/or application of the provisions of this Agreement at issue between the Union and the Town. He or she shall have no authority to add to, detract from, alter, amend or modify any provision of this Agreement. The arbitrator shall not have jurisdiction to hear or decide more than one (1) grievance without the mutual consent of the Town and the Union. The written award of the arbitrator on the merits of any grievance adjudicated within his jurisdiction and authority shall be final and binding on the aggrieved employee, the Union, and the Town. The standard of proof in all cases shall be a preponderance of the evidence.

An arbitrator shall not have jurisdiction to hear or decide (i.e., grievance shall not be arbitrable) a claim of discrimination which has been filed in State or Federal Court and/or with a state or federal agency or commission including, but not limited to, the Connecticut Commission on Human Rights and Opportunities (CHRO) OR Equal Employment Opportunity Commission (EEOC).

- 10.12 The Union president or his designee shall be afforded time while on duty for the purpose of investigating and adjusting grievances without loss of pay. Approval of the Director of Fire Services or his designee must be secured before any such on duty activities take place. Such approval shall not be unreasonably withheld. The Town's decision regarding this section will not be subject to the provisions of the Grievance and Arbitration Article of this Agreement.

ARTICLE XI **ASSIGNMENTS**

- 11.0 Assignments will be made by the Director of Fire Services or his or her designee. The Director of Fire Services may consider employee requests when making assignments to the extent such requests are consistent with providing the highest level of efficient and effective fire service to the Town.

ARTICLE XII **SENIORITY**

- 12.0 Seniority shall be defined as continuous length of service in the bargaining unit from the date of hiring; provided, however, there shall be no loss in seniority for vacation time, sick leave, temporary layoff, suspension, authorized leaves of absence, or call to military service for the duration.
- 12.1 Seniority shall be lost and the employee terminated if: (a) the employee quits; (b) the employee is discharged, which is not reversed through the grievance procedure or law; (c) a laid off employee, not working for the Town, is not recalled within two (2) years; (d) an employee, without authorization, fails to return at the expiration of a leave of absence, including an unpaid sick leave; (e) an employee is absent from work without authorization for five (5) consecutive days; (f) the employee retires; or (g) the employee fails to give notice of intent to return to work after recall within fourteen (14) calendar days, or fails to return to work on the due date specified for recall, as set forth in the written notice of recall. Notice of intent to return must be in writing and made to the person authoring the notice of recall to which the employee is responding.

12.2 No fulltime employee shall attain seniority under this Agreement until the employee has been continuously employed for a period of twelve (12) months as a full time firefighter/fire inspector. During the probationary period the employee may be disciplined and/or discharged by the Town without recourse through the grievance and arbitration procedure. The Town shall provide the Union with the reason for the discharge, if asked.

12.3 The Town has the absolute right, in its sole discretion to determine if a layoff will occur or the work force will be reduced. The Town will provide the Union with as much notice as is practicable if a layoff will occur or the work force will be reduced.

Layoffs shall be implemented in inverse order of seniority and recall will be implemented in reverse of the layoff. The Town recognizes its obligation to bargain pursuant to C.G.S. § 7-469 and 470 regarding subcontracting bargaining unit work.

In the event that furlough days must occur, no other personnel outside of the bargaining unit may be paid, and/or compensated, in any way to fill the normal shifts left open by Union employees.

12.4 The Employer shall be entitled to rely upon the employee's last known address according to its records. It shall be the employee's responsibility to keep his current address on file with the employer.

12.5 The Town shall maintain a seniority list for all bargaining unit employees which will include each employee's date of hire, classification and rate of pay. The Town will provide the Union with an up to date list when requested to do so.

ARTICLE XIII **HOURS OF WORK**

13.0 It is in the sole discretion of the Town to establish or modify shifts and staffing levels. The Town may set or modify staffing levels with 14 days notice to the Union and employees. Upon the request of the Union, the Town will engage in impact bargaining regarding establishing or modifying shifts and staffing levels. The Town retains the sole discretion to assign employees to particular stations and to change station assignments, and such assignments and/or changes of assignments are not subject to impact bargaining.

13.1 Normal shift hours are as follows:

Firefighters and

Captains

Sunday-Saturday (i.e., 24 hours a day, 7 days a week):
Firefighters and Captains shall work one (1) twenty-four (24) hour tour, followed by forty-eight (48) hours off. Each twenty-four (24) hour tour is comprised of the following two (2) shifts: a ten (10) hour day shift (7:30 a.m. to 5:30 p.m.), immediately followed by a fourteen (14) hour night shift (5:30 p.m. to 7:30 a.m.).

Fire

Inspector

Monday through Friday, eight (8) hours worked with one half hour

unpaid lunch from 7:30 AM to 4:00 PM each day or such other time as set by the Director of Fire Services or his or her designee.

- 13.2 The work period for firefighters and Captains shall consist of twenty-eight (28) days and shall comply with the Federal Fair Labor Standards Act, including, but not limited to, Section 7(k) of the Act and the related regulations at 29 CFR §553.200 et seq. Overtime shall be time and one-half (1 1/2) of an employee's regular hourly rate as established in Article XX of the Agreement for any hours worked in excess of 212 hours in any 28 day pay period.

Fire Inspectors working normal shifts as set out above in this Article will receive forty (40) hours pay per week at their regular rate of pay and will receive pay at the rate of one and one half (1 1/2) times their regular rate of pay for hours worked over forty (40) per week consistent with this Agreement. Fire Inspectors called back to work shall be paid for a minimum of four (4) hours at the rate of time and one-half.

There is no pyramiding or stacking of premium pay and/or overtime rates for Firefighters, Fire Inspectors and/or Captains.

- 13.3 (a) Determination of whether an open shift/tour will be assigned is in the sole discretion of the Town. When the Town, through the Director of Fire Services or his or her designee, decides which open shifts/tours will be made available to employees, the Director of Fire Services or his or her designee will solicit volunteers from the appropriate bargaining unit classification by telephone, other electronic means, or face-to-face communication.

This solicitation will be based on separate rotating, continuous lists for Firefighters and Captains from which an employee maintains the primary spot on the applicable list until he/she accepts an open shift/tour. Once the said person accepts an open shift/tour they will then go to the bottom of the list, and the rest of the employees on the list will rotate up one position on the list.

The employee has ten (10) minutes to respond to the documented request. If there is no response from the employee, the request will be considered as a refusal and the process may continue down the list as needed. If no bargaining unit member accepts a Firefighter shift when initially offered, the Town shall then offer the shift to part-time employees. Nothing herein shall prevent the Town from ordering an employee to fill said shift and/or from assigning a qualified bargaining unit employee(s) to a vacant shift during his/her regular work shift. If no bargaining unit Captain fills an overtime assignment or open shift/tour, the Director will assign a qualified, bargaining unit Firefighter from the platoon to serve in an Acting Captain capacity. As an Acting Captain, the Firefighter shall be paid an additional one dollar (\$1.00) per hour for all hours actually worked. To be qualified to serve as an Acting Captain, a Firefighter must have at least five (5) years of experience as a firefighter and NIMS/ICS 300 certification.

Employees are responsible for providing reliable contact information to the Director of Fire Services. If an employee does not do so, and the Town cannot make contact due to non-updated information, it will be considered a refusal.

Hours/shifts other than those that are part of regular twenty-four (24) hour tours may first be offered to part-timers.

- (b) When a "hold-over" situation is necessary to cover the beginning of a subsequent shift and has been approved through the Director of Fire Services, the rotational list, does not need to be utilized to solicit the Firefighters already working at the affected station.
 - (c) A separate Special Overtime list will be utilized for special assignments that may not be categorized as the normal filling of vacant shifts. These types of assignments may be short in duration and may include conducting or attending training during nonscheduled hours, fire watch, or other special assignments that would be delegated to the employee by the Director of Fire Services. The solicitation of volunteers from the bargaining unit and the rotating list will follow the same language as above.
 - (d) The Director of Fire Services in his/her discretion otherwise may mandatorily call back full-time Firefighters and/or Captains for the purpose of manpower to assist on scene or cover stations due to a major incident including, but not limited to, structure fire, rescue incidents, mass casualty incidents, natural disaster and major storms.
- 13.4 Designation of employee on-call responsibilities are within the Town's authority referenced in Article II of this Agreement. If the Town in its sole discretion modifies the policy it shall notify the Union and if requested to do so within seven (7) days of such notice, engage in impact bargaining.
- 13.5 Work for which the Town is paid by a third party may, in the sole discretion of the Director of Fire Services or his or her designee, be assigned to employees. Such assignments if made will be done in order of seniority with bargaining unit employees from the appropriate classification being given the opportunity to volunteer for the assignments. If sufficient employees do not volunteer for such assignments the Director of Fire Services or his or her designee may mandate such assignments from the appropriate classification in order of reverse seniority.
- 13.6 Employees will be paid holiday, sick and other paid leave in a manner consistent with the pay system referenced in Section 13.2 of this Article. For example if there is one (1) holiday in a pay week the firefighter employee will receive ten (10) hours pay for that holiday.
- 13.7 Shift Swaps. Employees may swap shifts provided:
- (a) Such swap occurs within the same 28-day period;
 - (b) Such swap does not impose additional costs on the Town. Further, the Town is authorized to deduct from the wages of the employee granted such shift swap any associated costs.
 - (c) The Director of Fire Services is provided reasonable notice, normally in excess of one (1) week and the Director then provides employee prior approval of the swap by written or electronic means.

- (d) The Town reserves the right to approve or deny any request for a shift swap, and the same shall not be subject to the grievance procedures. If a swap is denied, the employee shall be afforded a right to a meeting with the Director of Fire Services to plead their case for the requested shift swap.
- (e) The Town will not be responsible for enforcing agreements made between employees.

ARTICLE XIV **HOLIDAYS**

14.0 Paid Holidays. The following holidays shall be paid:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Presidents' Day	Veterans' Day
Good Friday	Thanksgiving Day
Memorial Day	Friday After Thanksgiving
Juneteenth	Christmas Day
Independence Day	

Firefighters and Captains shall receive ten (10) hours of straight time pay for each holiday. Fire Inspectors shall receive eight (8) hours of straight time pay for each holiday.

- 14.1 For Fire Inspectors, in accordance with the practice of the State of Connecticut, holidays falling on a Saturday, shall be celebrated on the proceeding Friday. Holidays falling on a Sunday, shall be celebrated on Monday.
- 14.2 For Fire Inspectors, in order to be eligible for the aforementioned holidays, an employee must work the scheduled day before the holiday, and the scheduled day after the holiday, unless excused by the Director of Fire Services or unless prevented from working by sickness or accident, proof of which must be submitted if requested by Supervision.
- 14.3 (a) Fire Inspectors are not expected to work on listed Holidays. Fire Inspectors will only work on listed Holidays pursuant to any emergent matter involving the provision of fire service to the Town and such work must be approved by the Director of Fire Services or his or her designee. Any Fire Inspector who does work a listed holiday shall receive one and one half (1 ½) times regular pay for hours he/she actually works on the holiday, and two (2) times regular pay for hours he/she actually works on Thanksgiving or Christmas.
- (b) Firefighters are regularly scheduled to work on holidays. Any Firefighter who actually works on the day shift of a tour on a holiday will receive one and one half (1 ½) times regular pay for the hours he/she actually works on the holiday, up to ten (10) hours. Each employee who actually works the day shift of a tour on Thanksgiving or Christmas will receive two (2) times regular pay for hours he/she actually works, up to ten (10) hours.

- 14.4 Assignment of work on any holiday will be done in the same manner as set out in Section 13.3 of this Agreement.

ARTICLE XV

VACATION

- 15.0 Employees hired before July 1, 2017 shall earn vacation leave at the base rate on the following basis:

1st year, 2nd year, 3rd year, 4th year employment = one hundred (100) hours earned;
Five (5) years of employment = one hundred fifty (150) hours earned;
Six (6) years of employment = one hundred sixty (160) hours earned;
Seven (7) years of employment = one hundred seventy (170) hours earned;
Eight (8) years of employment = one hundred eighty (180) hours earned;
Nine (9) years of employment = one hundred ninety (190) hours earned;
Ten (10) years of employment = two hundred (200) hours earned;
Fifteen (15) years of employment = two hundred twenty (220) hours earned;
Twenty (20+) years or more employment = two hundred fifty (250) hours earned

Employees hired on or after the ratification date of July 1, 2017 shall earn vacation leave at the base rate on the following basis:

1st year, 2nd year, 3rd year, 4th year employment = one hundred (100) hours earned;
Five (5) years of employment = one hundred fifty (150) hours earned;
Ten (10) years of employment = two hundred (200) hours earned;
Twenty (20) years of employment = two hundred twenty (220) hours earned.

15.1 Vacation Scheduling.

- (a) Vacation leave periods may be scheduled throughout the calendar year, consistent with an employee's accumulation of vacation leave, in leave periods of not more than one hundred fifty (150) consecutive hours. The Director of Fire Services or his or her designee will schedule vacations based on the needs of providing fire service to the Town and will, to the extent possible, consider seniority.

Employees must provide seven (7) days advance written request for requests of vacation leave of twenty-four (24) hours or less, and fourteen (14) days advance written request for requests of vacation leave of more than twenty-four (24) hours. In either case, the Director will grant said request if no other bargaining unit member previously requested leave of any type during the same period. The Director, in his discretion, may deny vacation requests based on the needs of providing service to the Town. The Town shall be under no obligation to allow more than 1 employee to be absent on leave on a shift. At his/her sole discretion (and not subject to grievance process), the Director may grant a vacation leave request of more than 24 hours made less than 14 days in advance.

- (b) Regardless of seniority, an employee may not preempt a vacation period which another employee has already been granted. An employee may change or cancel a vacation period with prior approval of the Director of Fire Services or his or her designee.

15.2 Pro-Rata Accumulated Vacation.

- (a) Pro-rata earned vacation pay shall be granted to an employee in the event he/she terminates his/her service with the Town provided the termination is not the result of gross misconduct or dishonesty.
- (b) When a holiday occurs during a regular vacation period, said holiday shall not be charged against the employee's earned time.

15.3 Maximum Vacation Accumulation. The maximum number of vacation hours that may be used during any anniversary year is three hundred (300). The maximum number of vacation hours that may be carried over from anniversary year to anniversary year may not exceed two hundred and fifty (250). Accumulated vacation leave in excess of two hundred and fifty (250) hours on the 1st day of the anniversary month of hire will be forfeited.

15.4 Segments. Vacations shall not be taken in segments of less than a half (1/2) shift.

15.5 Employee's Death. In the event of an employee's death, his or her prorated accumulated vacation pay shall be paid to his or her surviving spouse. In the event the deceased employee is not survived by a spouse said sum shall be paid to the employee's surviving children in equal shares. In the event the employee is not survived by a spouse or children, said sum shall be paid to the employee's estate.

ARTICLE XVI
LEAVE

16.0 Earned Sick Leave.

- (a) Employees shall be entitled to one hundred fifty (150) hours of sick leave with pay during an anniversary year, cumulative to a maximum of one thousand five hundred (1500) hours, to be earned at the rate of twelve and one-half (12.5) hours per month. Employees hired on or after July 1, 2017 shall be entitled to a cumulative maximum of one thousand two hundred (1200) hours.
- (b) New employees, upon completion of the probationary period, shall be eligible for sick leave computed from their date of employment.
- (c) The Town reserves the right to require proof of illness or other uses of sick leave as provided in this Agreement. Proof of sick leave shall include a doctor's certificate or other reasonable verification available to the employee. The failure of the Town to request proof of illness pursuant to this section shall not constitute a waiver by the Town of this provision.
- (d) Sick leave may not be taken in less than one-quarter (1/4) shift segments. However, sick leave may be used in increments of one (1) hour, subject to the operational needs of the Town, upon twenty-four (24) hours written notice, where a reasonable request is submitted to the Director of Fire Services or designee. In the administration of this benefit, the Town may provide reasonable accommodations to qualified employees with a disability and to employees based

on the need for family leave. The need for, or extent of, such accommodation shall be determined by the Town in accordance with its interpretation of the requirements of the Americans with Disabilities Act and the Family and Medical Leave Act, even if such accommodations may be in conflict with other provisions of this Agreement.

- (e) Paid sick leave will be granted only if the requirements of Section 16.8 are complied with and the initial report of illness is made within the hour the employee is scheduled to report to work. Extenuating circumstances will be considered by the Director of Fire Services or his or her designee and/or Human Resources Office.
- (f) In the event of critical illness or severe injury or maternity in the immediate family creating an emergency which requires the attendance or aid of the employee, as much as one hundred fifty (150) hours leave with pay shall be granted within the calendar year, and such leave shall be charged to either the employee's regular sick leave or vacation time. Any employee utilizing this leave is required to notify his/her supervisor in writing of the use of such leave; failure to designate appropriate use of such leave may result in disciplinary action.

16.1 Sick Leave Recognition: The Town provides sick leave as a privilege to members of the bargaining unit for specific illness or injury. The Town recognizes discretionary use of sick leave as follows:

- (a) Upon death or termination of employment in good standing, an employee or his/her estate shall be paid: Fifty percent (50%) of his/her accumulated sick leave up to seven hundred fifty (750) hours, and seventy-five percent (75%) of his/her accumulated sick leave over seven hundred fifty (750) hours (one thousand four hundred hours maximum) provided he/she has accumulated a minimum of six hundred (600) sick leave hours.

For employees hired on and/or after January 1, 2015, upon death or termination of employment, in good standing, an employee or his/her estate shall be paid: Fifty percent (50%) of his/her accumulated sick leave up to seven hundred fifty (750) hours, (three hundred seventy-five hours maximum) provided he/she has accumulated a minimum of six hundred (600) sick leave hours.

- (b) Death Benefit: In the event of the death of an eligible employee, funds due in accordance with this section shall be payable to his or her estate.
- (c) Payment Computation: For the purposes of this section, per day pay shall be computed as the employee's hourly salary rate on the date of resignation or retirement, multiplied by the number of hours in the employee's regular work day. Payment shall include fractional days payable as fractions.

16.2 Bereavement Leave.

- (a) Special leave, not to exceed fifty (50) hours with pay shall be granted an employee in the event of a death of a spouse, mother, father, grandmother, grandfather, child, grandchild, sister or brother.

- (b) Special leave, not to exceed thirty (30) hours with pay, shall be granted an employee to attend the funeral and/or the memorial service in the event of the death of a mother-in-law, father-in-law, sister-in-law, brother-in-law, aunt, uncle, niece, and nephew.
 - (c) Special leave of ten (10) hours shall be granted an employee to attend the funeral and/or the memorial service in the event of a death of the spouse's grandmother, grandfather, aunt, uncle, niece or nephew.
- 16.3 Jury Leave. Any employee who shall be required to serve on any state or federal jury shall be paid the difference between the amount paid for such service and his/her straight time rate, for up to a maximum of seven hundred fifty (750) hours, for the time lost from his/her scheduled work by reason of such service, subject to the following provisions:
- (a) An employee must notify the Director of Fire Services or his or her designee within forty-eight (48) hours after receipt of notice of selection for jury duty;
 - (b) An employee called for jury duty who shall be temporarily excused from attendance at Court must report for work if sufficient time remains in the work day to permit him/her to report to his/her place of employment and work;
 - (c) In order to be eligible for such payments, the employee must furnish a written statement to the Director of Fire Services or his or her designee from the appropriate public official showing the date and time served and the amount of pay received.
- 16.4 Military Leave. The Town complies with state and federal law regarding military and/or military training leaves.
- 16.5 Personal Leave. Each employee shall be entitled to forty (40) personal hours each year of the contract without loss of pay, non-accumulative, for the purpose of transacting personal business which cannot be carried out on the employee's regularly scheduled day off. Personal leave time may not be taken in lieu of sick days or vacation days. Any employee wishing to take personal leave time shall request such leave at least one (1) day in advance, with the reason given to the Director of Fire Services or his or her designee. In cases of extreme emergency when such notice cannot be given, the employee shall, upon request, supply a written statement of reasons. Personal leave shall not be taken on days immediately after vacation leave, sick leave or holidays, unless an emergency occurs for which it is necessary to use the personal day, provided such use has been approved by the Director of Fire Services or his or her designee.
- 16.6 Leave of Absence. Employees shall be eligible for leave in accordance with the Family and Medical Leave Act of 1993.
- 16.7 Workers' Compensation
- (a) Any employee who shall suffer personal injury while on the job and who shall be eligible for payment under Workers' Compensation, shall receive the difference between his/her weekly pay and the compensation for a period of up to one (1)

year from the date of injury, or until Workers' Compensation payments cease, whichever is sooner.

- (b) Until a determination is made as to the eligibility for Workers' Compensation payments, absences shall be charged, at the employee's option, to accumulated sick leave and or vacation time, leave without pay or disability leave, provided eligibility requirements are met. Employee's time will be credited when compensation becomes effective.
- (c) Notwithstanding the above, if the Town elects to advance pay before eligibility determination is made, and the employee is thereafter found ineligible or the employee's eligibility is terminated for any reason, the deficiency shall be charged at the employee's option to accumulated sick leave and/or accumulated vacation leave. However, if an employee has not accumulated sufficient sick and annual leave to cover the period of absence, the employee shall be considered on leave with pay and shall be required to repay the Town for any salary advanced while on leave with pay in the following manner:
 - (1) Sick leave;
 - (2) Vacation;
 - (3) Personal Leave;
 - (4) Incentives;
 - (5) Wages

16.8 Absence Requirements.

- (a) An employee is expected not to be absent from work for any reason without making prior arrangements with the Director of Fire Services or his or her designee. Unless prior arrangements are made, an employee who, for any reason, fails to report for work, must make a sincere effort to immediately notify Director of Fire Services or his or her designee of the reason for being absent. If the absence is to continue beyond the first day, the employee must notify the Director of Fire Services or his or her designee on a daily basis unless otherwise arranged with the Director of Fire Services or his or her designee.
- (b) Any unauthorized absence of an employee from duty shall be deemed to be an absence without pay and may be grounds for disciplinary action by the Director of Fire Services or his or her designee. In the absence of such disciplinary action, any employee who is absent for three (3) shifts or more without authorized leave, may be deemed to have resigned. Such absence may be covered, however, by the Director of Fire Services or his or her designee, by a subsequent leave with or without pay where extenuating circumstances are found to have existed.

- 16.9 The Town intends to provide light duty when constructive, existing work is available within an individual's physical or mental capabilities and existing skills. The decision on whether or not light duty exists and falls within an individual's stated restrictions and capabilities is to be determined by the Town on a case by case basis. Light duty work likely will be assigned during the day shift; for employees last working on the evening shift, the Town will consider assigning light duty on the evening shift, but maintains the discretion to assign to the day shift.

When an employee returns to work after an approved, extended leave of absence the Town shall allow one week time for said employee to complete OSHA required and all other required trainings. This one week of time will not replace a firefighter's shift.

- 16.10 Employees who, in the performance of their duties, are subpoenaed to testify in a court hearing shall receive their full net pay, minus any witness fee received, for the time they are required to be in court. This does not apply to any labor matters, including but not limited to, grievance hearings, arbitration, or administrative hearings.

ARTICLE XVII

UNIFORMS

- 17.0 Employees will wear and use only Town approved and designated uniforms and equipment while on duty. Such approval and designation will be consistent with Department Regulations.

- 17.1 Shorts approved by the Director of Fire Services may be worn from Memorial Day to Labor Day. In the event of unseasonable weather, the Director of Fire Services has the right, in his/her discretion, to extend the period of time stated.

- 17.2 Clothing Allowance.

(a) Each employee shall be entitled to a clothing allowance per fiscal year against which he/she shall have the right to requisition and receive all necessary uniform items as required by the Town from vendor(s) selected at the discretion of the Director of Fire Services. The Director of Fire Service will establish a uniform clothing allowance requisition procedure, and shall have the right to restrict items from an employee's requisition which are not uniform items designated by the Town.

(b) The Clothing Allowance for each employee (Firefighter, Captain and Fire Inspector) for each fiscal year shall be nine hundred dollars \$900.00.

(c) In lieu of the Clothing Allowance in his/her first year of employment, any new employee hired shall receive the following from the Town:

1. Full Dress Uniform.

2. Work uniforms, including: three (3) work pants. Four (4) Class B button down shirts (two (2) long sleeve and two (2) short sleeve). Four (4) tee shirts (two (2) long sleeve and two (2) short sleeve). One (1) job shirt (i.e., sweatshirt), one (1) winter coat, and one (1) pair of work boots.

(d) Any employee promoted by the Town shall receive four (4) Class B button down shirts (two (2) long sleeve and two (2) short sleeve), new badge(s), name/rank plate striping on dress blues and associated items.

- 17.3 The Union Logo may be allowed to be worn on all apparel, provided the Union purchases the logo, the Town directs where the logo may be placed/attached, and the

Union places/attaches the logo in accordance with the apparel manufacturer recommendations and/or safety requirements.

- 17.4 The provision, maintenance and utilization of uniforms and equipment will be done in accordance with Department Regulations.

ARTICLE XVIII

PROFESSIONAL EDUCATION SUPPORT

- 18.0 Course reimbursement may be granted for courses and programs taken between fiscal year dates of July 1 to June 30 and intended to enhance professional growth and contribute to a more effective performance of duties, provided that enrollment in such course is described in the published curriculum as focusing on firefighting or arson investigation, approved in advance by the Director of Fire Services, and a grade of "C+" or better is earned. Courses and programs must be approved at least fifteen days prior to the start of the course. Request for reimbursement must be submitted by June 30 of the fiscal year in which the course was taken, and reimbursement will be made within thirty days following submission.

The Town will provide, per fiscal year, for reimbursement of up to \$5,000 total for all employees, on a first come, first served basis. The timing of the submission for reimbursement, establishing that the employee received a "C+" or better, is the determining factor for first come, first served.

- 18.1 Employees holding a valid certification for Fire Officer I shall receive a \$250 annual stipend. Such stipend shall not be added into the base pay of employees.

Employees holding a valid certification for Instructor I shall receive a \$250 annual stipend. Such stipend shall not be added into the base pay of employees.

Employees holding a valid certification for Incident Safety Officer – Fire Suppression shall receive a \$250 annual stipend. Such stipend shall not be added into the base pay of employees.

Stipends shall be paid in December of each year beginning December 2014.

- 18.2 At his/her sole discretion, the Director of Fire Services may approve requests to participate in non-mandated training on off-duty hours. The Town will pay the cost of such approved, non-mandated training program. Employees participating in such approved, non-mandated training program shall receive the equivalent amount of paid time off to be requested and approved in the same manner as vacation leave.
- 18.3 Payment will be made annually prior to the close of the Town's fiscal year.
- 18.4 Employee participation in this benefit must be done only on off duty hours.

ARTICLE XIX

COLLEGE EDUCATION INCENTIVE

- 19.0 The Town agrees to pay only to those bargaining unit employees who are employed by the Town in the bargaining unit on April 1, 2010, and who then receive college education

incentive payment, an annual payment for successfully completed courses at a Connecticut accredited college which are described in the published curriculum as focusing on firefighting or arson. This amount is set at the figure received by the individual qualifying bargaining unit employees on April 1, 2010. The Parties explicitly intend for bargaining unit employees who are employed by the Town in the bargaining unit on April 1, 2010 to be Grandfathered in the College Education Incentive at the amount they receive as of that date, this benefit is not applicable to other bargaining unit employees.

ARTICLE XX

WAGES

20.0 For Firefighters hired on or before April 1, 2010, wages are as follows:

FF (2920 Hrs)	7/1/20 Existing	Upon Ratification	7/1/22	7/1/23
		GW (2%)	GW (2%)	GW (2.25%)
Hourly Rate	\$35.56	\$36.27	\$37.00	\$37.83

**Rates subject to review by Finance Department*

Firefighters hired after April 1, 2010, and prior to January 1, 2022, will be paid at the rate of nineteen dollars (\$19.00) per hour. Employees will receive a fifteen percent (15%) wage increase effective on the first anniversary of their employment with the Town in the bargaining unit. Employees will receive a second fifteen percent (15%) increase effective on their second anniversary. After these two (2) raises any pay increases will be based on any general-wage increases.

Firefighters hired on or after January 1, 2022, will be paid at the rate of nineteen dollars (\$19.00) per hour. Employees will receive a seven and one half percent (7.5%) wage increase effective on the first anniversary of their employment with the Town in the bargaining unit. Employees will receive a second seven and one half percent (7.5%) wage increase effective on their second anniversary. Employees will receive a third seven and one half percent (7.5%) wage increase effective on their third anniversary. Employees will receive a fourth wage seven and one half percent (7.5%) increase effective on their fourth anniversary. After these-four (4) raises any pay increases will be based on any general-wage increases.

20.1 Fire Inspectors. Effective upon ratification of the July 1, 2021-June 30, 2024 agreement, the rates of pay for Fire Inspectors shall be increased by two percent (2%) and shall remain in full force and effect through June 30, 2022.

Effective July 1, 2022, the rates of pay for Fire Inspectors shall be increased by two percent (2%) and shall remain in full force and effect from July 1, 2022 through June 30, 2023.

Effective July 1, 2023, the rates of pay for Fire Inspectors shall be increased by two and one quarter percent (2.25%) and shall remain in full force and effect from July 1, 2023 through June 30, 2024.

Fire Inspector (Effective Upon Ratification)							
	STEP 01	STEP 02	STEP 03	STEP 04	STEP 05	STEP 06	STEP 07
RATE/HOUR	\$28.42	\$29.84	\$31.33	\$32.90	\$34.54	\$36.27	\$38.08

Fire Inspector (Effective 07/01/2022)							
	STEP 01	STEP 02	STEP 03	STEP 04	STEP 05	STEP 06	STEP 07
RATE/HOUR	\$28.99	\$30.44	\$31.96	\$33.56	\$35.23	\$37.00	\$38.85

Fire Inspector (Effective 07/01/2023)							
	STEP 01	STEP 02	STEP 03	STEP 04	STEP 05	STEP 06	STEP 07
RATE/HOUR	\$29.64	\$31.12	\$32.68	\$34.32	\$36.02	\$37.83	\$39.72

**Rates subject to review by Finance Department*

- 20.2 Captains: A Firefighter promoted to Captain initially will be paid at the rate of one dollar (\$1.00) above his/her then-current rate of pay. Captains thereafter will be subject to general wage increases of two percent (2%) effective July 1, 2022, and two and one quarter percent (2.25%) effective July 1, 2023. Upon successful completion of the probationary period, a Captain also will receive an increase of an additional fifty cents (\$0.50) per hour.
- 20.3 The Town retains the discretion to convert employees from weekly to bi-weekly pay upon conversion of all other employees, and will provide advance written notice to employees and the Union in the event of such change.

ARTICLE XXI RESERVED FOR FUTURE USE

ARTICLE XXII LONGEVITY PAY

- 22.0 Longevity pay shall be considered as an added compensation to employees hired on or before January 1, 2015 for long and faithful continuous service to the Town as follows:

Five (5) years to ten (10) years	\$150.00
Ten (10) years to fifteen (15) years	\$300.00
Fifteen (15) years to twenty (20) years	\$450.00
Twenty (20) years and more	\$600.00

- 22.1 Such longevity payments shall be paid annually to the employee within thirty (30) days of the anniversary month of hire.

- 22.2 In the event an active employee is terminated for any reason other than gross misconduct or dishonesty the employee shall receive a prorated amount of longevity pay to which the employee would be entitled on the employee's next anniversary date.

ARTICLE XXIII
INSURANCE AND RETIREMENT

23.0 (a) Coverage

The Town shall provide eligible employees and their eligible dependents as the primary Hospital, Medical and Prescription Plan an HDHP partnered with an HSA (\$2000 single/\$4000 family), as described in Appendix A.

(b) HSA Contribution by Town

For fiscal year July 1, 2021-June 30, 2022, the Town shall contribute the equivalent of fifty percent (50%) of the deductible into the employee's HSA. The contribution shall be made in two (2) installments, one half in July 2021 and the other half on or about January 1, 2022.

For fiscal year July 1, 2022-June 30, 2023, the Town shall contribute the equivalent of fifty percent (50%) of the deductible into the employee's HSA. The contribution shall be made in two (2) installments, one half in July 2022 and the other half on or about January 1, 2023.

For fiscal year July 1, 2023-June 30, 2024, the Town shall contribute the equivalent of fifty percent (50%) of the deductible into the employee's HSA. The contribution shall be made in two (2) installments, one half in July 2023 and the other half on or about January 1, 2024.

- 23.1 The Employer shall provide a policy of life insurance on each eligible employee of \$100,000.

- 23.2 Effective July 1, 2022, employee will be responsible for fourteen and one half percent (14.5%) of the then effective allocation rate (if self-insured) or fully equivalent rate (if fully insured) for the HDHP/HSA set forth in Appendix A.

Effective July 1, 2023, employee will be responsible for fifteen and one half percent (15.5%) of the then effective allocation rate (if self-insured) or fully equivalent rate (if fully insured) for the HDHP/HSA set forth in Appendix A.

23.3 Waiver of Insurance.

- (a) Notwithstanding the above, if the Town is self-insured, employees hired before July 1, 2014 may voluntarily elect to waive, in writing, to the Human Resource Office health and dental insurance outlined in Article XXIII and in lieu thereof, shall receive an annual payment of one thousand dollars (\$1,000), provided they are not covered under another Waterford Town or Board of Education Health Plan. Payment to those employees waiving such insurance coverage shall be made payable at the end of the employee's anniversary year. Employees hired on or after July 1, 2014, are not eligible for waiver of \$1000.

If the Town is fully-insured, employees may voluntarily elect to waive, in writing, to the Human Resource Office health and dental insurance outlined in Article XXIII and in lieu thereof, shall receive an annual payment of one thousand dollars (\$1,000). Payment to those employees waiving such insurance coverage shall be made payable at the end of the employee's anniversary year.

- (b) Where a change in an employee's status prompts the employee to resume Town provided insurance coverage, the written waiver may, upon written notice to the Human Resources Office, be revoked. Upon receipt of revocation of the waiver, insurance coverage shall be reinstated as soon as possible, subject however, to any regulations or restrictions, including waiting periods, which may be prescribed by the appropriate insurance carriers. Depending upon the effective date of such reinstated coverage, appropriate financial adjustments shall be made between the employee and the Town, to ensure that the employee has been compensated, but not over-compensated, for any waiver elected in this section.
- (c) Notice of intention to waive insurance coverage must be received in the Human Resources Office, at least two (2) months prior to the 1st of the month that the insurance coverage will cease. The election to waive coverage shall only be approved upon written proof of alternative insurance coverage.
- (d) Waiver of coverage procedures must be acceptable to the applicable insurance carrier.

23.4 Insurance continuation. Employees who retire shall be able to purchase the hospital and medical plan offered to active employees as such plan(s) may change from time to time at one hundred percent (100%) of active group insurance rates, provided that such continuation rights shall be acceptable to the applicable insurance carrier(s). To the extent that the retiree participates in an HDHP or other plan, the Town shall have no obligation to fund, nor shall it fund, any portion of the Plan deductible. If the total cost of a group health plan or plans offered under this contract triggers an excise tax under Internal Revenue Code Section 4980I, any other local, state or federal statute or regulation, the retiree bears the entire burden of the excise tax.

23.5 Pension Plan. All employees within the bargaining unit shall be eligible for the MERF-B pension plan.

23.6 Retirement Notice. Employees shall provide at least thirty (30) days notice of retirement.

ARTICLE XXIV **PERFORMANCE OF WORK**

24.0 Employees will undertake to carry out properly any work assignment given to them without compromising their safety. In the event any dispute or question arises over the propriety of the assignment or the work, the work will be performed by the employee to the best of his or her ability and without interruption, and the employee will have the right to timely grieve in accordance with the grievance procedure of this Agreement.

ARTICLE XXV
SAFETY COMMITTEE

- 25.0 The Union will have a representative, at its discretion, as a member of the Town-wide Safety Committee.
- 25.1 Consistent with Fire Services Incident Safety Officer Policy and dependent upon the complexity of the scene, a bargaining or non-bargaining unit member who is qualified as a safety officer under that Policy must be appointed at any IDLH scene.

ARTICLE XXVI
ONLY AGREEMENT

- 26.0 No agreement, understanding, alteration or variation of the agreements, terms or provisions contained herein shall bind the parties signatory hereto, unless made and executed in writing by the parties.
- 26.1 The failure of the Town to insist in any one or more incidents, upon performance of any of the terms or conditions of this Agreement, shall not be considered as a waiver or relinquishment of any such term or condition, and both the Union's and the Town's obligations to such term or condition, and both the Union's and the Town's obligations to such future performance shall continue in full force and effect.
- 26.2 Savings Clause: Notwithstanding any other provisions of this Agreement to the contrary, in the event that any Article, or Subsections thereof, of this Agreement shall be declared invalid by any court of competent jurisdiction, or by any applicable State or Federal law or regulation, or should a decision by any court of competent jurisdiction or any applicable State or Federal law or regulation diminish the benefits provided by this Agreement, or impose additional obligations on the Town, the parties shall meet and confer or negotiate on the Article or Subsections thereof affected. All other provisions of this Agreement not affected shall continue in full force and effect.

ARTICLE XXVII
DURATION

- 27.0 This agreement shall be effective as of the first day of July 2021 and shall remain in full force and effect through June 30, 2024. It shall then be automatically renewed for a mutually agreeable period thereafter, unless either party shall notify the other in writing, one hundred twenty (120) days prior to the expiration date above, that it desires to modify the Agreement. In the event that such notice is given negotiations shall begin not later than sixty (60) days prior to the expiration date. All contract changes shall be effective as soon as possible after the ratification by the Union and the approval of the Representative Town Meeting.

IN WITNESS WHEREOF the Parties have caused their names to be signed on the
16th day of December, 2021.

FOR THE TOWN OF WATERFORD

Robert Biele

FOR WATERFORD PROFESSIONAL
FIREFIGHTERS ASSOCIATION
IAFF LOCAL 4629

Thomas Mont

APPENDIX A
HDHP PLAN DESIGN

High Deductible Health Plan

BENEFIT	
COST SHARES	
	Combined Deductible In and Out-of-Network Deductible: \$2,000 Individual, \$4,000 Two or More No Referrals Required July 1, 2017 In Network Medical Coinsurance 100% Post Deductible RX Copays \$0 Generic/\$15 Listed Brand/\$30 Non-Listed Brand Out-of-pocket Maximum \$2,500 Individual, \$5,000 Two or More Lifetime Maximum In-Network - Unlimited Out-of-Network Benefits Medical and RX Coinsurance 80% / 20% Out-of-pocket Maximum \$4,000 Individual, \$8,000 Two or More Lifetime Maximum Out-of-Network – Unlimited Combined In/Out-of-Network Out-of-pocket Maximum \$4,500 Individual, \$9,000 Two or More
PREVENTIVE CARE	Only In-Network Benefits Illustrated Below Annual
Pediatric	Covered 100% - Not Subject to Deductible
Adult	Covered 100% - Not subject to Deductible
Vision Exam	Covered 100% - Not Subject to Deductible
Hearing	Covered 100% - Not Subject to Deductible
Routine Gynecological	Covered 100% - Not Subject to Deductible

MEDICAL SERVICES	
Medical Office Visit	100% after deductible
Outpatient - PT/OT	100% after deductible
Chiropractic	50 visits per calendar year Add'l coverage after 50 visits subject to OON deductible/coinsurance

Allergy Services	100% after deductible
Diagnostic Lab & X-ray	100% after deductible
Surgery Fees	100% after deductible
Office Surgery	100% after deductible
Outpatient MH/SA	100% after deductible
EMERGENCY SERVICES	
Emergency Room	100% after deductible
Urgent Care Facility	100% after deductible
Ambulance	100% after deductible
INPATIENT HOSPITAL	Note: All hospital admissions require pre-cert
General/Medical & Surgical	100% after deductible
Ancillary Services (Medication, Supplies)	100% after deductible
Psychiatric	100% after deductible
Substance Abuse/Detox	Covered 100%
Rehabilitative	100% after deductible Covered up to 100 days per calendar year. Add'l coverage after 100 days subject to OON deductible/coinsurance
Skilled Nursing Facility	100% after deductible 120 days per calendar year
Hospice	100% after deductible

HDHP PLAN DESIGN CONTINUED

OUTPATIENT HOSPITAL	
Outpatient Surgery Facility Charges	100% after deductible
Diagnostic Lab & X-ray	100% after deductible
Pre-Admission Testing	100% after deductible
OTHER SERVICES	
Durable Medical	100% after deductible

Equipment	
Prosthetics	100% after deductible
Home Health Care	100% after deductible 200 visits per calendar year.
Infertility Services	100% after deductible No Age or Cycle Limits GIFT & ZIFT are covered
Prescription Drugs	July 1, 2015-100% after deductible July 1, 2016- After the deductible prescriptions will be subject to copays of: \$0 Generic/\$25 Listed Brand/\$40 Non-Listed Brand with 2x Mail Order Co-pay July 1, 2015 – No co-pays after deductible July 1, 2017 – Maximum co-pays after deductible = \$500/\$1,000

The Town's contribution toward the HDHP deductible will be deposited into the HSA accounts consistent with Section 23.0 of the Agreement. The parties acknowledge that the Town's contribution toward the funding of the HDHP plan is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for those actively employed. The Town shall have no obligation to fund any portion of the HDHP deductible for individuals upon their separation from employment.

In addition to the insurance offerings noted in these appendices, the Town may implement such Wellness Incentive Plan(s) as may be suitable and desirable.