

**AGREEMENT
BETWEEN
LOCAL 1567
I.A.F.F. – A.F.L. – C.I.O.
AND THE
CITY OF TORRINGTON
2015 - 2018**

TABLE OF CONTENTS

	<u>PAGE</u>
	PREAMBLE 3
ARTICLE I	RECOGNITION 3
ARTICLE II	CHECK OFF AND UNION SECURITY 3-4
ARTICLE III	BULLETIN BOARDS 4
ARTICLE IV	DISCIPLINARY ACTION 4
ARTICLE V	GRIEVANCE PROCEDURE 4-6
ARTICLE VI	UNION BUSINESS LEAVE 6
ARTICLE VII	MANPOWER AND STAFFING 7-8
ARTICLE VIII	HOLIDAYS 8-10
ARTICLE IX	WORK WEEK 10-11
ARTICLE X	OVERTIME 11-12
ARTICLE XI	VACATIONS 13-15
ARTICLE XII	SICK LEAVE 15-18
ARTICLE XIII	INJURY LEAVE 18
ARTICLE XIV	SPECIAL LEAVE 19
ARTICLE XV	UNIFORM ALLOWANCE 19-21
ARTICLE XVI	INSURANCE 21-26
ARTICLE XVII	UNION ACTIVITY PROTECTED 26
ARTICLE XVIII	CITY CLAUSES 26-27
ARTICLE XIX	FIRE WATCH DUTY 27
ARTICLE XX	FUNERAL DETAILS 27
ARTICLE XXI	WAGES 28
ARTICLE XXII	SAVINGS CLAUSE 28
ARTICLE XXIII	MISCELLANEOUS 29-32
ARTICLE XXIV	ACTING LIEUTENANTS AND ACTING BATTALION CHIEFS 33-34
ARTICLE XXV	PENSIONS 34-47
ARTICLE XXVI	PHYSICAL FITNESS PROGRAM 47
ARTICLE XXVII	EDUCATIONAL INCENTIVE 47-48
ARTICLE XXVIII	MANAGEMENT RIGHTS 48
ARTICLE XXIX	APPOINTMENTS AND PROMOTIONS 49-52
ARTICLE XXX	REDUCTION IN FORCE 52-53
ARTICLE XXXI	RANDOM DRUG TESTING 53-58
ARTICLE XXXII	ANTI-DISCRIMINATION 58
ARTICLE XXXIII	MILITARY LEAVE 58-59
ARTICLE XXXIV	DURATION 59
	SIGNATURE PAGE 59
	APPENDIX "A" WAGES 60

PREAMBLE

The following contract by and between, respectively, the City of Torrington, hereinafter referred to as the 'City' and Local 1567, International Association of Fire Fighters, hereinafter referred to as the 'Union', is designed to maintain and promote a harmonious relationship between the City of Torrington and such of its employees who are within the provisions of this Contract, in order that more efficient and progressive public service may be rendered.

ARTICLE I

RECOGNITION

The City hereby recognizes the Union as the exclusive representative and bargaining agent for the bargaining unit, consisting of all uniformed and investigatory positions within the Torrington Fire Department, except that of Fire Chief and Deputy Chief.

ARTICLE II

CHECK OFF AND UNION SECURITY

Section 1. The City agrees to deduct from the pay check of each employee who has signed an authorized payroll deduction card a sum certified by the Secretary or other authorized official of the Union, which are union dues. Deductions will be made from the payroll period periodically as specified and total dues shall be delivered to the Treasurer of the Union. Deductions shall be made each week of each month.

All the employees within the bargaining unit covered by this Contract as of July 1,

1997, who are members of the Union on said date, shall, as a condition of employment, remain members of the Union in good standing.

All new employees hired during the life of this Contract shall, as a condition of employment, within thirty (30) days after date of hire or thirty (30) days after the effective date of the Contract, whichever period is longer, become and remain members of Union in good standing.

Section 2. The City will give each present employee, and to each new employee when hired, a printed copy of this Contract.

ARTICLE III

BULLETIN BOARDS

The City shall permit the use of all Bulletin Boards located in their respective Fire Houses by the Union, for the posting of notices concerning Union business.

ARTICLE IV

DISCIPLINARY ACTION

No permanent employee shall be removed, dismissed, discharged, suspended, fined, reduced in rank or disciplined in any other manner except for just cause.

ARTICLE V

GRIEVANCE PROCEDURE

Section 1. Should any employee or group of employees feel aggrieved concerning his, her or their wages, hours or conditions of employment, which wages, hours and conditions

are controlled by this Contract, or which are provided for in any Statute, Charter Provision, Ordinance, Rule, Regulation or Policy which is not in conflict with this Contract, or concerning any matter or condition arising out of the employee- employer relationship, including any claim of unjust discrimination and any matter affecting his, her or their health and safety, adjustment shall be sought as follows:

- a. Any employee who has a grievance shall reduce it to writing and submit it to both the Chief and the Personnel Director. The Union may also file a grievance on behalf of an employee. If such grievance is not so filed with the Chief and the Personnel Director within **thirty (30)** days after the employee knew or should have known of the act or condition upon which the grievance is based, then the grievance shall be considered as waived. Within three (3) days after said Chief receives such grievance in writing, he or she shall arrange to and shall meet with the employees and/or representatives of the Union for the purpose of adjusting or resolving the grievance. Within fifteen (15) days after the Personnel Director and the Chief receive such grievance in writing, either of them shall render their decision in writing to the employee and/or representatives of the Union.
- b. If the grievance is not adjusted or resolved, to the satisfaction of the employee involved or the Union, by **Chief and the Personnel Director** within the prescribed time limits, such employee or the Union may, no later than **fifteen (15)** days after notice of the action by the **Chief and the Personnel Director** submit the grievance to the State Board of Mediation and Arbitration to be acted upon by said

Board in accordance with its rules. The decision shall be final and binding on all parties.

d. Any of the time limits specified herein may be extended by mutual agreement of the parties.

ARTICLE VI

UNION BUSINESS LEAVE

Section 1. The five (5) 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 meetings take place at a time during which such members are scheduled to be on duty.

Section 2. One of the three (3) members of the Union Grievance Committee shall be granted leave from duty with full pay for all meetings between the City and the Union for the purpose of processing grievances, when such meetings take place at a time during which such members are scheduled to be on duty.

Section 3. Such officers and members of the Union, as may be designated by the Union, shall be granted leave from duty with full pay for Union business such as attending labor conventions and educational conferences that the total leave for the purpose set forth in this Section shall not exceed thirty (30) working days in any fiscal year. Notwithstanding the foregoing provision all business leave days in excess of 20 days may be utilized only if they shall result in no cost of any nature to the City of Torrington.

ARTICLE VII

MANPOWER STAFFING

Section 1 In order to protect the health and safety of employees in the bargaining unit, there shall be a minimum of eleven (11) employees assigned to each of the four (4) shifts. The minimum shift staffing shall be eleven (11) employees for firefighting duties on duty on each shift.

Section 2 There shall be a minimum staffing of the following: eleven (11) firefighters on duty:

- one (1) engine company in the North End station consisting of one (1) officer, one (1) driver and two (2) firefighters;
- one (1) engine company in the Headquarter station consisting of one (1) officer, one (1) driver and a minimum of one(1) firefighter;
- one (1) ladder company in the Headquarter station consisting of one (1) officer, one (1) driver, and a minimum of one (1) firefighter;
- one (1) Command SUV vehicle on duty consisting of one (1) officer.

Section 3 There shall be a minimum of four (4) officers on duty at all times which include (1) **Battalion Chief** and three (3) lieutenants. One of the Lieutenants may serve as an Acting **Battalion Chief** and one firefighter may serve as an Acting Lieutenant per Article XXIV Acting **Battalion Chiefs** and Acting Lieutenants.

Section 4 There shall be a minimum of three (3) front line drivers on duty at all times. The three (3) firefighters with the most seniority on each one of the four shifts shall be

considered a front line driver. The Department shall have twelve (12) front line drivers with each shift having three (3).

The Department shall train the remaining firefighters **who are off probation** as spare drivers. When a front line driver is absent, the most senior spare driver assigned to the apparatus where the vacancy occurred will drive before a hired firefighter. **If no spare driver is available a spare driver may be moved from another company as long as no hiring is required.**

Section 5 In the event that staffing shall for any reason fall below the minimum staffing strength on any shift such shortage shall be filled by overtime work in accordance with Article X. Nothing herein shall preclude the City from making appointments to the Fire Department.

Section 6 The minimum staffing level inside the City of Torrington shall be eleven (11) shift employees at all times.

Section 7 Notwithstanding any rule, custom or practice, the assignment of all manpower except as specifically provided for in this contract, shall be at the discretion of the Chief.

Section 8 **When the Mayor of the City of Torrington declares a State of Emergency for the City of Torrington or the Litchfield County Area, the Chief of the Department may, with notification to the affected employee, defer the employee's 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 VIII

HOLIDAYS

Section 1. Each employee who works on a legal holiday on a day during which the employee is regularly assigned to perform such work, or whose normal day off falls on a legal holiday, or who is on vacation, special leave, or injury leave when a holiday occurs, shall receive Holiday Pay for each such holiday. The Holiday pay, for each such holiday, shall be computed by multiplying such employee's regular hourly rate by twelve (12) hours. Schedule nights equal fourteen (14) hours, schedule days equal ten (10) hours or a twelve (12) hour average.

Effective July 1, 2008 the practice of providing pay for a "holiday in vacation" in addition to regular pay and holiday pay for the same day will be eliminated for all employees; day workers and line employees.

Section 2. For purposes of this Article, the following days shall be considered as Legal Holidays:

New Year's Day	Independence Day
Lincoln's Birthday	Labor Day
Washington's Birthday	Columbus Day
Good Friday	Veteran's Day
Easter	Thanksgiving Day
Memorial Day	Christmas Day
Martin Luther King Day	

Section 3. For purposes of this article, the **Assistant Chief of Fire Prevention and Investigation**, Deputy Fire Marshal and **Assistant Chief of Training and Safety** shall enjoy the same holiday schedule as City Hall employees as follows:

New Year's Day	Independence day
Lincoln's Birthday	Labor Day
Washington's Birthday	Columbus Day
Good Friday	Veteran's Day
Easter	Thanksgiving Day
Memorial Day	Christmas Day
Martin Luther King Day	

If a holiday falls upon a Saturday, the Friday preceding shall be observed as the holiday. If a holiday falls upon a Sunday, the Monday following shall be observed as the holiday.

- Section 4. a. The daily rate for the position of **Assistant Chief of Fire Prevention and Investigation**, Deputy Fire Marshal and **Assistant Chief of Training and Safety**, for the purpose of computing holiday pay and terminal leave pay shall be computed by multiplying such employee's regular hourly rate by eight (8) hours.
- b. Any employee who becomes subject to subsection a) hereof shall not forfeit any previously earned terminal leave, but shall be entitled to such leave at the rate earned. Any such employee who uses any of his or her accumulated leave shall be deemed to have used the most recently earned leave first; it being the intention of this subsection that any such employee shall first use leave earned on the basis of an eight (8) hour day, if any, before using leave earned on the basis of a twelve (12) hour day, if any.

ARTICLE IX **WORK WEEK**

- Section 1. The workweek for all employees except the **Assistant Chief of Fire Prevention and Investigation** Deputy Fire Marshal and **Assistant Chief of Training and Safety** shall be an average of not more than 42 hours, computed over a period of one fiscal year. Such workweek shall be based on day tours of ten (10) hours and night tours of fourteen (14) hours, provided that employees may be occasionally assigned to five (5) consecutive equal eight (8) hour days for training purposes without loss of compensation.

Section 2. The workweek of the **Assistant Chief of Fire Prevention and Investigation**

Deputy Fire Marshal and **Assistant Chief of Training and Safety** shall be 40 hours per week, based on a five (5) day, Monday through Friday, week of eight (8) hours per day. At least one employee of the **Assistant Chief of Fire Prevention and Investigation's** office (**Assistant Chief** or Deputy) shall be on duty and available from 0800 until 1700 weekdays, excluding sick or injury leave. With agreement between the Chief and the Union, the specific work hours of the employees therein, and those of the **Assistant Chief of Training and Safety** may be adjusted (along with their unpaid lunch breaks).

ARTICLE X
OVERTIME

Section 1. Whenever any employee works in excess of his or her regularly assigned work week or work schedule, as provided for in Article IX, in addition to any other benefits to which he or she may be entitled, he or she shall be paid for such overtime work at the same hourly rate as that which he or she receives for his or her regularly assigned duty multiplied by twelve (12) hours; if such employee works a fourteen (14) hour night tour or ten (10) hour day tour or a majority portion thereof overtime duty, or multiplied by the actual number of hours worked if such employee works less than a majority portion of a fourteen (14) hour night tour or a majority portion of a ten (10) hour day tour of overtime duty

Section 2. Notwithstanding the provisions of Section 1 above, whenever any employee is called back to work in an emergency, he or she shall be paid at an overtime rate equal to one and one-half (1 1/2) times his or her normal hourly rate for a minimum period of

three (3) hours. This section shall not apply to any employee called back less than three (3) hours before the start of his or her regular shift or to any employee required to remain on duty after the end of his or her regular shift.

Section 3. Overtime (extra duty) is defined as any time worked in excess of his/her regularly assigned work hours. If manpower is below the minimum required, such shortage shall be covered by overtime work in fair rotation amongst all personnel.

a. Hiring in Fair Rotation- There will be one master list of all shift personnel which all extra shifts will be offered from equally in rotation. The list shall start with the highest ranking officer(s) in order of promotion and firefighters will be in order of seniority based on hire date.

b. Hiring of personnel will be in accordance with hiring rules mutually agreed upon by the Union and management.

Section 4. In the event that no employee on the appropriate rotating list accepts a certain overtime assignment, the Chief shall order the employee standing first on such list to work such overtime assignment **and he shall be paid one and one-half (1.5) times his regular rate.**

Section 5. All overtime hours shall be paid on the pay day regularly scheduled, for the period worked, in accordance with normal payroll procedures.

Section 6. (New) **Extra duty shall not be offered to any member attending department a approved training.**

Section 7. (New) **No employee shall work more than two (2) extra shifts in any pay period.**

ARTICLE XI **VACATIONS**

Section 1. Officers in charge of all Fire Houses on each platoon shall prepare and submit vacation schedules for all employees on their platoon to the Fire Chief on or by the date determined by said Fire Chief.

Section 2. The vacation period for each calendar year shall be January 1st through December 31st, however no employee shall be permitted to be on vacation on the night shift of December 24th or the day and night shift of December 25th.

Section 3. The following shall be used as a guide to officers preparing vacation schedules:

- a. Paid vacation leave for employees who regularly perform firefighting duties, shall be based on the following: One (1) week or Five (5) working days; Two (2) weeks or Ten (10) working days; Three (3) weeks or Fifteen (15) working days.
- b. Shift seniority shall be the basis for determining preference of vacation week.
- c. No employee who is entitled to three (3) vacation weeks shall choose his or her third vacation week until every employee on his or her platoon who is entitled to two (2) or one (1) vacation weeks has chosen same.
- d. Three (3) employees on each platoon may be on vacation at the same time.
- e. No more than three (3) officers from the same platoon may be off duty on vacation leave at any one time.
- f. If a platoon has an open week or weeks and an employee of such platoon desires a change from his or her scheduled vacation period, same may be accomplished by an appropriate request to the Fire Chief, giving both the original and the new

inclusive dates. In order to promote a more efficient means of scheduling vacations for each upcoming calendar year, each employee shall be permitted to use, at any time during that calendar year, that number of days to which he or she will become entitled on the anniversary of his or her date of hire occurring in that calendar year.

- g. Permanent employees shall be entitled to an annual vacation with pay in accordance with the following schedule. Upon completion of:

1 year	10 days vacation
6 years	12 days vacation
10 years	15 days vacation
11 years	17 days vacation
16 years	18 days vacation
18 years	19 days vacation
20 years	20 days vacation
21 years	21 days vacation
22 years	22 days vacation
23 years	23 days vacation
24 years	24 days vacation
25 years	25 days vacation

- h. Upon completion of a working test period of six months, an employee may elect to take one (1) week of vacation with pay provided that any such vacation taken shall be deducted from any vacation due upon completion of one (1) year of service.
- i. Any legal or specified holiday occurring during any employee's vacation shall be recorded as a holiday and not as a day of vacation. Any such holiday may not be used until it is earned, and once the election to use the holiday is made it may not be changed. Effective January 1, 1994, "vacation" shall be defined as a day or days that were it not for the employee's vacation, he or she would be scheduled to work. Effective July 1, 2008 the practice of providing pay for a "holiday in vacation" in addition to regular pay and holiday pay for the same day will be eliminated for all employees; day workers and line employees.

- j. Actual pay shall not be substituted in place of actual vacation time taken off.
- k. Any employee who is retired from the Fire Department shall be granted the sum total of his or her vacation leave as of date of retirement provided the employee notifies the Chief, in writing, by March 15 preceding the beginning of the fiscal year in which the employee intends to retire.
- l. In the event of death, payment in a lump sum amount shall be made immediately for any unused vacation leave accrued to such employee.
- m. Vacation leave shall not be accumulative from one calendar year to another.
- n. If an employee is sick while on vacation leave and provided a request is supported by medical certificate acceptable to the appointing authority, such sick time shall be charged against accrued sick leave.
- o. The **Assistant Chief of Fire Prevention and investigation** and one Deputy **Assistant Chief of Fire Prevention and Investigation** may be on vacation at the same time.

ARTICLE XII

SICK LEAVE

Section 1. Sick leave shall accrue at the rate of one and one-half (1-1/2) working days for each completed month of service.

- a. Each employee's accumulated sick leave credited to him or her on the day prior to the effective date of this Contract, shall be credited toward his or her accumulated sick leave under this Contract.

- b. In the event that any employee exhausts his or her sick leave, such sick leave may be extended by the Chief, provided that such employee shall not accumulate sick leave again until after he or she returns to duty and serves until he or she repays such extended sick leave at the rate of one and one-half (1-1/2) days of sick leave per month of service.
- c. Medical Certificate signed by a licensed physician or other practitioner whose method of healing is recognized by State authorities may be required for any period of three (3) consecutive working days or as supporting evidence when sick leave is requested during a period when an employee is on vacation leave, or when an employee's attendance shows frequent or habitual absences because of claimed sickness.
- d. The City may provide a physician or nurse to make any necessary examination or investigation of any alleged abuses of sick leave. The cost of such examination or investigation shall be paid by the City.
- e. Special leave up to three (3) working days with pay between the date of death and the date of the funeral inclusive, shall be granted an employee in the event of the death of his or her: Spouse, Father, Mother, Substitute Parent, Brother, Sister, Mother-in-law, Son or Daughter, Father-in-law or any relative domiciled in the employee's household. One (1) extra day shall only apply to such special bereavement leave hereinbefore described, except that an employee shall be entitled to also use the one day for the attendance of the wake or funeral of a grandmother, grandfather, grandchild, brother-in-law, sister-in-law, aunt, uncle, niece, nephew, or any person domiciled in the household of the employee.

- f. Sick leave shall not be allowed for any illness or injury or recuperation there from which arose out of or in the course of employment for an employer other than the City.
- g. If any employee has unused sick leave to his or her credit at the time of his or her death, his or her spouse shall receive a terminal leave benefit consisting of one day's pay for each day of unused sick leave up to a maximum of one hundred and twenty (120) working days. If any such employee dies and is not survived by a spouse, the terminal leave pay, provided for herein shall be paid to the employee's estate.
- h. When if any employee has unused sick leave to his or her credit, he or she shall, on or before March 15 in the year preceding the fiscal year of his or her retirement, meet with the Chief of the Department and in writing advise the Chief of his or her intention to retire from City service. The total accumulated sick days credited and due to such employee shall be computed and determined, but in no case should the total days determined exceed one hundred and twenty (120) such unused days. Upon separating from City service for the reason of retirement, such employee shall receive such terminal leave pay.
- i. It is not intended that sick leave is to be used for any purpose other than for illness or injury pertaining to an individual covered by this agreement. However, if serious illness of a member of the employee's immediate family requires his personal attendance, sick leave may be granted to an employee provided that: (1) sick leave shall not exceed four (4) working days per calendar year unless otherwise approved by the Chief and (2), that said request be supported by a medical

certificate to be submitted to the Chief or Deputy Chief prior to such absence if known in advance.

- j. Employees on the payroll as of 7/1/83 shall accumulate one and one-half (1-1/2) working days for each completed month of service; however said New Employee shall not receive terminal leave. (Hired after 7/1/83).

ARTICLE XIII

INJURY LEAVE

Section 1. a. Each employee who is injured or disabled in the performance of his or her duties shall be entitled to injury leave with full pay from the date of injury until such time as he or she is able to return to duty or reaches the point of maximum recovery, provided that the City shall develop a formula to assure that such pay is not more or less than the employees regular net pay after federal and state taxes. "Regular net pay" shall be equal to the employee's fifty-two (52) week average as of the date of injury. The parties agree to exchange information regarding the formula used to assure that employees receive no more or less than their regular net pay while injured. Employees receiving such pay shall continue to receive all applicable raises and benefits governed by this Agreement.

Section 2. The City shall have the same rights of subrogation as are provided in the Workman's Compensation Act.

ARTICLE XIV

SPECIAL LEAVE

Section 1. Each employee shall be granted special leave with pay for any day or days on which he or she is able to secure another employee to work in his or her place provided:

- a. Such substitution does not impose any additional costs on the City.
- b. Such substitution is within classification only; i.e. Fire Fighter and Officers.
- c. The Officer in charge of one of the shifts in the Fire House is notified in writing on an appropriate form not less than one (1) day prior to its becoming effective, except in the case of an emergency, notification may be made by phone.
- d. Neither the Department nor the City is held responsible for enforcing any agreements with respect to this Article made between employees.

Section 2. Each employee shall be granted one (1) day of special leave with pay for each four (4) month period, commencing on July 1, November 1, or March 1 during which he or she has had perfect attendance. Special leave days for perfect attendance may not be accumulated for longer than one (1) year from the date earned. There shall be no restrictions as to when such days can be utilized except they cannot be used on the night shift of December 24th or the day shift of December 25th.

ARTICLE XV

UNIFORM ALLOWANCE

Section 1. The city shall provide each employee with dress and work uniforms. Each employee shall wear their uniform at the commencement of their shift, and shall only wear

uniformed items provided for by the city. Dress uniforms shall be worn on special occasions pursuant to the order of the Chief. Uniform inspections may take place at any time the Chief feels necessary. When an employee retires or resigns as a member of the Torrington Fire Department, they shall return all uniforms and uniform accessories that were provided by the city.

Section 2. The City shall continue to provide each employee with his or her own set of approved structural firefighting ensemble consisting of a minimum of one (1) helmet, two (2) sets of structural firefighting gloves, one (1) set of extrication gloves, two (2) Nomex hoods, one (1) structural firefighting coat, one (1) firefighting pant and one (1) set of firefighting boots. In addition, whenever necessary, the City shall replace the above described protection clothing.

Section 3. **During an employee's first year, the city shall provide each firefighter with:**

- **Four (4) Pair of trousers**
- **One (1) Class B long sleeve shirt**
- **Three (3) Class B short sleeve shirts**
- **Six (6) short sleeve T-shirts**
- **Three (3) long sleeve T-shirts**
- **One (1) Job Shirt**

Section 4.

During an employee's second year, the city shall provide each firefighter with the following:

- **Two (2) pair of trousers**
- **Seven (7) T-shirts Long or short sleeve**

Section 5.

At the employee's third year and beyond, the city shall provide each firefighter with the following:

- **One (1) Pair of trousers**
- **Seven (7) T-shirts Long or short sleeve**

Section 6.

- Effective as of the signing of this contract, firefighters will receive one (1) job shirt within one year.
- Effective one year after the signing of this contract, each officer will receive one (1) job shirt.
- Every three years after, firefighters will receive a job shirt.
- Every three years after, officers will receive a job shirt.

Section 7.

When a firefighter receives a promotion, the city shall provide each officer with the following items during their first year:

- Four (4) class B uniform shirts.
- One (1) Pair of trousers
- Six (6) T-shirts

Section 8.

After an officer's first year and thereafter, the city shall provide each officer with the following items:

- One (1) Pair of trousers
- One (1) Class B uniform shirt
- Six (6) T-shirts

Section 9.

Staff personnel shall receive a uniform allowance of \$500.

ARTICLE XVI

INSURANCE

Section 1. Subject to the provisions of Section 1b the City shall provide and pay for the following insurance or its reasonable equivalent, for all employees and their enrolled dependents:

Coverage shall include the **CIGNA** Co-Pay Prescription Drug Rider with co-pay of \$0 for generic, \$15 for listed, and \$30 for non-listed drugs with a \$2000 maximum and **Anthem** Co-Pay Dental Riders "A" and "C".

a. Each employee shall be entitled to medical insurance coverage for themselves and their dependents under a \$2000/4000 High Deductible Health Plan (HDHP) with Health Savings Account (HSA) with \$0/15/30 post deductible Prescription Co-Pays as follows:

<u>Single deductible</u>	<u>\$2,000</u>
<u>Family deductible</u>	<u>\$4,000</u>
<u>Coinsurance</u>	<u>After deductible is met plan pays 100% in network; 80% out of network (OON) (Medical and RX</u>
<u>Single out of pocket maximum</u>	<u>\$5,000 (includes deductible and OON coinsurance and Post Deductible RX Copays)</u>
<u>Family out of pocket maximum</u>	<u>\$10,000 (includes deductible and OON coinsurance and Post Deductible RX Copays)</u>
<u>In-Network Preventive Visits</u>	<u>100% (not subject to deductible)</u>
<u>In-Network Office visit</u>	<u>100% after deductible</u>

<u>In-Network Hospital/Outpatient</u>	<u>100% after deductible</u>
<u>In-Network Therapy</u>	<u>100% after deductible</u>
<u>Post Deductible Rx</u>	<u>\$0 Generic/ \$15 Preferred Brand/\$30 Non-Preferred Brand</u>
<u>City HSA Account Funding</u>	<u>50% (1000 Single/2000 Family) City to pay set up and Maintenance fees for HSA</u>

Effective July 1, 2014 and thereafter the City shall fund fifty percent (50%) of the applicable deductible for employees and retirees covered under the HDHP HSA set forth above. Said amount (\$1,000 single/ \$2,000 family) shall be paid by the City depositing that amount into each employees HSA account during the month of July at a bank chosen by the City. This participation by the City is a means of partially funding of the deductible and is not considered insurance under the HDHP HSA. **Any employee hired before June 30, 2017, but after the annual enrollment period for the HDHP HSA, shall be enrolled in the co-pay based plan (OAP) until the next HDHP HSA enrollment date.**

Effective **January 1, 2016** the City shall pay **ninety percent (90%)** and all employees shall pay **ten percent (10%)** of the cost of coverage under the HDHP HSA.

Effective July 1, **2016** the City shall pay **eighty-nine and one-half percent (89.5%)** and all employees shall pay **ten and one-half percent (10.5%)** of the cost of coverage under the HDHP HSA.

Effective July 1, **2017** the City shall pay **eighty-nine percent (89%)** and all employees shall pay **eleven percent (11%)** of the cost of coverage under the HDHP HSA.

Section 2. Subject to the provisions of Section 2b, the City shall provide and pay for the following insurance or its equivalent (**Open Access Plan – OAP**), for all employees and their enrolled dependents who have not enrolled in the HDHP HSA **as set forth in Section 1 above, until June 30, 2017 after which it will no longer be provided as optional health insurance coverage except in accordance with Section 2c hereof. Thereafter, the City share of the HDHP HSA deductible for new hires will be prorated for the year hired. In the event an employee exceeds the prorated contribution, the City shall continue to fund its portion of the deductible up to the amount needed as shown by invoice provided by the employee but no more than 100% of its required contribution.**

OPEN ACCESS PLAN (OAP)

a. A co pay based plan with a fifteen dollar (\$15) co-pay for Home and Office and Preventive Care with an unlimited maximum; fifty dollar (\$50) co-pay for Emergency Room Care; one hundred dollar (\$100) co-pay per In-Patient Hospital Admission and Out-Patient Hospital Services; Out of Network Services provided with, three hundred dollar (\$300) individual, six hundred dollar (\$600) two person

family, and seven hundred fifty dollar (\$750) three (3) person or more family deductible, and a co-insurance rate of twenty percent (20%) **until the maximum out of pocket limit of \$1500 for an individual, \$3000 for a couple, and \$3750 for a family.** In addition to the **OAP**, coverage shall include the **CIGNA** Co-Pay Prescription Drug Rider with co-pay of \$5 for generic, \$15 for listed, and \$25 for non-listed drugs with a \$2000 maximum and **Anthem** Co-Pay Dental Riders "A" and "C".

b. Effective July 1, 2014 the City shall pay eighty-two percent (82%) and all employees not enrolled in the HDHP HSA shall pay eighteen percent (18%) of the cost of the co-pay based **OAP**.

Effective July 1, 2016 the City shall pay eighty percent (80%) and all employees not enrolled in the HDHP HSA shall pay twenty percent (20%) of the cost of the co-pay based OAP.

c. **Employees not eligible to participate in an HSA may participate in either the OAP plan described above or a health reimbursement account plan (HRA) with the same deductibles as the HDHP/HSA. Such employees shall pay the difference in the cost between the City's net cost for the HDHP/HSA and the HRA or OAP whichever is selected.**

d. The City shall adopt an IRS Section 125 pretax premium conversion account.

Note: Any reference to Anthem Blue Cross Blue Shield or Anthem's plan names will be substituted by generic supplier or plan names.

Section 2. The City shall provide Group Term Life Insurance in the amount of fifty thousand dollars (\$50,000) which will reduce upon retirement under the provisions of the Torrington Firemen's Pension Fund to ten thousand Dollars (\$10,000).

ARTICLE XVII

UNION ACTIVITY PROTECTED

Except for the right to strike or to withhold services which are hereby prohibited, all other 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.

ARTICLE XVIII

CITY CLAUSES

- a. The Board of Public Safety shall, establish and maintain a classification plan, and shall make allocations and reallocations to the classes established for all positions covered in the department provided that such allocations shall be subject to the grievance procedure provided for in Article V.
- b. To enable the Board of Public Safety to exercise sound discretion in filling positions within the Fire Department, no appointment of a new Fire Fighter position shall be deemed final and permanent until after the expiration of one (1) year probationary period. If at the termination of such period the employee is found to be qualified, his or her employment shall be determined to be permanent and his or her seniority shall start from the beginning date of employment.

- c. **Any employee hired after the signing of this contract must reside within a twenty (20) minute response time of Fire Headquarters upon completion of probation.**
- d. It is a condition of employment for any employee hired on or after September 5, 2000 that he or she not smoke tobacco.

ARTICLE XIX

FIRE WATCH DUTY

- a. Whenever any private person or organization is required to or shall seek the service of the Fire Department for Fire Watch Duty, such work is to be rotated by the Chief among employees who volunteer for such work on their off-duty hours.
- b. **The rate of pay for fire watch assignments shall be equal to the Union member with the highest hourly rate** with a minimum of **four (4) hours** per person, per assignment.
Company strength shall not be reduced to provide fire watch service for any private person or organization. Said money shall be paid by said person or organizations seeking said service.
- c. Payroll deductions shall be in accordance with IRS W-4 withholding election of each employee.

ARTICLE XX

FUNERAL DETAILS

The Union agrees that all employees who are assigned by the Fire Chief to funeral detail for active members of the Fire Department, shall not receive any additional compensation for such service.

ARTICLE XXI

WAGES

The wages for all employees shall be as set forth in Appendix:

- A. Effective July 1, **2015** all wages shall be increased by **2.25%**
- B. Effective July 1, **2016** all wages shall be increased by **2.0%**
- C. Effective July 1, **2017** all wages shall be increased by **2%** and **each employee shall receive an additional \$300 added to his/her base pay.**

ARTICLE XXII

SAVINGS CLAUSE

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

Section 2. All other job benefits presently enjoyed by employees which are not specifically provided for or abridged in the Contract are hereby protected by this Contract. Any changes of such benefits must be mutually acceptable.

Section 3. It is agreed that there shall be full cooperation in modernization of equipment and in the effective use of the facilities provided. It is also agreed that the City shall maintain tools and equipment in good working order.

ARTICLE XXIII

MISCELLANEOUS

Section 1. The Officer in charge shall apportion all work among subordinates as equitably as practicable.

Section 2. Except for the daily routine work in connection with maintaining the cleanliness of the quarters at which he or she is stationed including minor repairs and maintenance and except for work in connection with maintaining fire department equipment and apparatus, no employee shall be required to perform any work which is not directly connected with firefighting or fire prevention.

Section 3. The Board of Public Safety shall not require any person to submit to or to take a polygraph test in connection with maintaining employment with the Fire Department.

Section 4. Each driver shall be paid eight dollars (\$8.00) for each day that he or she is assigned to drive firefighting apparatus **capable of fire suppression or an aerial fire apparatus**. There shall be no such pay when he or she is so assigned in an emergency "call back" situation.

Section 5. All employees shall receive five dollars (\$5.00) per week longevity increase after each five (5) year period of service.

Section 6. Any employee required to serve on a jury shall be paid his or her regular pay for that day or days, provided, he or she shall give advance notice thereof to the Chief who shall be given an opportunity to request exemption from such duty on behalf of the employee.

Section 7. Notwithstanding the provisions of Article XII (Sick Leave) and Article XIII (Injury Leave), whenever an illness or injury, arising from any reason, requires the absence of an employee the City shall have the right to require the employee, though not fully

recovered, to return, to duties of a "limited" or "light" nature under the following conditions:

- a. Any such limited or light duty must be approved by a physician of the City's choice;
- b. The duties to be performed shall be prescribed by the Chief;
- c. No more than four (4) employees shall be on limited or light duty at the same time;
- d. No employee shall remain on light duty beyond his or her point of maximum improvement;
- e. No employee on light or limited duty shall be included in the computation of minimum manpower;
- f. In order to accomplish the intent of this section, the Chief may transfer employees between shifts;
- g. The parties will establish a committee to study and investigate new shift schedules which committee will report its finding by October 1, 2006.

Section 8. Compensatory time off shall be within the discretion of the Chief and, if granted, shall be used within one (1) year from the date earned; provided that the City may pay the employee for any unused compensatory time, at the rate earned, at any time before it has been used but no later than within two weeks after one year from the date said time was earned.

Section 9. Unless otherwise provided, any employee who acts for another employee in a position calling for additional pay shall be entitled to a full day of such pay if he or she serves in such capacity for more than half of a day; if he or she serves for a half of a day or less, the employee for whom he or she was acting shall receive such full day's pay.

Section 10. Effective September 5, 2000 all candidates who are promoted to Lieutenant, **Battalion Chief** and Deputy **Assistant Chief of Fire Prevention and Investigation** who have or obtain a Fire Officer I certification or its equivalent, as determined by the Fire Chief, shall receive an additional \$5.00 per week. Any candidates who are promoted to **Battalion Chief**, Fire Marshal, or **Assistant Chief of Training and Safety** who have or obtain a Fire Officer II certification or its equivalent, as determined by the Fire chief, shall receive an additional \$5.00 per week, for a total of \$10.00 per week for **Battalion Chiefs, Assistant Chief of Fire Prevention and Investigation** and **Assistant Chief of Training and Safety** maintaining both certifications or their equivalent, as determined by the Fire Chief. All Lieutenants and Deputy **Assistant Chief of Fire Prevention and Investigation** promoted before September 5, 2000 shall be considered grand fathered and receive the additional \$5.00 per week. Any **Battalion Chief, Assistant Chief of Fire Prevention and Investigation** and **Assistant Chief of Training and Safety** promoted before September 5, 2000 shall be considered grand fathered and receive the additional \$10.00 per week.

Section 11. Effective July 1, 2012, any employee who has a State of Connecticut Pump Operator Certification shall receive an additional five dollars (\$5.00) per week.

Section 12. Any employee holding a certificate as an Emergency Medical Technician from the State of Connecticut on or before July 1, 2012 shall receive an additional five dollars (\$5.00) per week. Employees hired after July 1, 2012 shall not receive such stipend.

Section 13. Effective as of the signing of this Collective Bargaining Agreement, any employee holding a certificate or its equivalent as determined by the Fire Chief, as a Hazardous Material Technician shall receive an additional five dollars (\$5.00) per week.

Section 14. Effective July 1, 2012 any member holding an Aerial Operator and/or Incident Safety Officer certification from the State of Connecticut shall receive an additional five dollars (\$5.00) per week per certificate which shall be paid in accordance with Section 15.

Section 15. All stipends mentioned in 11, 12, 13, and 14 above shall be shall be calculated from the date of signing and paid in one check by June 30th of 2013 and each year thereafter.

Section 16. An employee who resigns voluntarily from the Department within thirty-six (36) months from his/her initial employment shall repay the City the cost of recruit training, cost of recruit selection process (as determined by the chief), uniforms and other related expenses, pro-rated on a thirty-six (36) month basis.

Section 17 **Any new SOP, policy, etc. or change to existing SOP or policy shall be presented to the Union before implementation.**

ARTICLE XXIV

ACTING LIEUTENANTS AND ACTING BATTALION CHIEFS

Section 1. Whenever there are only three (3) officers instead of four (4) officers on duty at any one time, in accordance with Article VII, up to one (1) firefighter regularly assigned to the shift in which such shortage exists may be appointed as Acting Lieutenant to fill such shortage.

Section 2. Acting Lieutenants shall be appointed to cover any shortage mentioned in Section 1 for the number of day tours or night tours of duty during which the shortage exists, during any single cycle of such day tours of duty (three) or any single cycle of such night tours of duty (three), in order from a rotating list of **the top three (3) senior qualified** firefighters **on each shift** who have five (5) or more years of service, and who are qualified in the judgment of the Fire Chief to serve as Acting Lieutenant. Whenever any firefighter works as an Acting Lieutenant, his or her name shall be placed at the bottom of such rotating list. Each firefighter who serves as an Acting Lieutenant shall receive one day's pay at the Fire Lieutenant's salary rate for each day during which he or she serves in such capacity.

Section 3. Whenever any **Battalion Chief** assigned to Headquarters Station on any shift is off duty, the Lieutenant working on the day on which such **Battalion Chief** is off duty, who has the greater amount of rank seniority on such shift, and who is qualified in the judgment of the Chief, shall serve as the Acting **Battalion Chief**, Each Lieutenant who serves as an Acting **Battalion Chief** shall receive one day's pay at the Fire **Battalion Chief's** salary rate for each day during which he or she serves in such capacity.

Section 4. The Deputy Fire Marshal shall be paid the rate of pay of Assistant Chief of Fire Prevention and Investigation when the Assistant is off and the Deputy is working in the capacity of the Assistant Chief of Fire Prevention and Investigation.

Section 5. Whenever there is a vacancy in the positions of Chief or Deputy Chief, the vacancies shall not be covered by a bargaining unit member for longer than one hundred twenty (120) days when possible.

ARTICLE XXV

PENSIONS

Section 1. The pension fund created for the benefit of the regular members of the Fire Department of the City shall be administered by a board of ten (10) trustees. Said board shall consist of the Mayor, the City Treasurer, six (6) members of the Board of Public Safety and two (2) members of the regular Fire Department to be chosen by the regular members of the Fire Department biannually. The Chairman of the Board of Public Safety shall be President of the Board of Trustees.

Section 2. The Board of Trustees shall choose one of its members, or the City Clerk, to be Secretary and Clerk and his/her duties shall be to keep a true record of all the proceedings of said Board.

Section 3. The City Treasurer shall be Treasurer of the board and he/she shall be custodian of all moneys and property of the pension fund. The payment of any moneys from the fund shall be made only on approval of a majority of the Board by order drawn on the Treasurer, signed by the President, and countersigned by the Secretary. All moneys

of the fund shall be deposited in a national bank or in a bank organized under the laws of this state and, when directed by the Board, may be invested in legal securities for trust funds as designated by the general statutes. To the monies or securities turned over to the Board of Trustees for the pension fund by the Fire Department, shall be added such sums of money as are appropriated to said fund; all property specifically devised or given for the benefit of disabled firemen of said City on account of services rendered by said department; all lost, abandoned, unclaimed or stolen money and all moneys arising from the sale of unclaimed, abandoned, lost or stolen property in charge of the Board of Public Safety of said City which have or may become available for the purpose under the provisions of the general statutes; all rewards, fees, unclaimed witness fees, gifts, testimonials and, emoluments, that may be presented to any member of the Fire Department of said City on account of special services, except such as said Board of Public Safety may allow any member or members to retain, and all monies collected from members of said departments by way of fines or forfeitures of pay imposed or ordered by said Board; and assessments on the compensation of the members of the Fire Department payable weekly, in the amount of five percent (5%) until July 1, 2010 when it shall increase to eight (8%) percent; **provided that the contribution shall be four percent for the twenty-sixth (26th) and twenty-seventh (27th) year of service and 0% contribution thereafter.**

Section 4. The Board of Councilmen and the Board of Finance shall, in the annual budget of the City, appropriate in Section A of the budget as a fixed charge or running expense, a sum equal at least to the annual assessment of the members of the Fire Department, and the City Treasurer shall pay such amount to the Treasurer of the fund.

Section 5. Said Board of Trustees shall report to the City Council yearly the condition of said fund, with all the items of receipts and disbursements on account thereof. If the income of the pension fund is found at any time insufficient to meet the requirements upon it, the, City Council and the Board of Finance, upon application of the said Board of Trustees, shall make an appropriation to make good the deficiency, and a prospective deficiency in the income of said fund may be provided for by the City Council and the Board of Finance in its annual appropriation for the Fire Department.

Section 6. Any member of the Fire Department who terminates his/her employment for any cause prior to having completed ten (10) years of service shall, upon termination, be repaid all of his/her contributions paid in to the pension fund together with interest thereon at the rate of four percent (4%) per annum, compounded annually. An employee who has been repaid such contribution and interest because of layoff shall be entitled to repay to the fund, such contribution and interest, if he/she is recalled and accepts employment within the recall period set forth in Article XXX, Section 2. Said repayment shall be made within a period of time, commencing with the date of recall, that is equal to the period of time that the employee was on the recall list.

Section 7. Effective for any employee retiring on or after January 1, 2004, average annual compensation that the member has received during the three (3) year period of active service immediately preceding the date of retirement shall include all monies paid to or owed the member ~~{except pay for "outside duty"}~~ **and commencing July 1, 2017, except overtime in excess of a cap equal to fifty-two percent (52%) of a lieutenant's annual base pay existing in the year of retirement and further** provided that such average annual compensation shall not be calculated so as to

consist of more than fifty-two (52) weeks of compensation by including compensation which, though paid in such three year period, was earned or accrued in a year other than the three (3) years immediately preceding the date of retirement. "Half pay" shall be defined as fifty percent (50%) of such annual compensation.

Section 8. Any employee who shall have completed ten (10) years of service and who thereafter has his/her employment terminated other than for just cause found, shall upon attaining age **58**, or regardless of age, upon reaching his/her twenty-fifth (25th) anniversary from date of hire, be entitled to a pension equal to two and one-half percent (2.5%) of the average annual compensation that the employee received during the three year period of active service immediately preceding the date of termination, multiplied by the number of years of completed active service of such employee, with the addition of any military service purchased in accordance with Section 15 which total years may not exceed twenty-seven (27). If any such employee shall die before reaching his/her twenty-fifth (25th) anniversary from date of hire, then upon his/her twenty-fifth (25th) anniversary from date of hire, the surviving spouse of such employee, if she/he then be unmarried, shall, until her/his death or remarriage receive a sum equal to one-half (1/2) of the sum to which the employee would have received had he/she lived. If said member leaves no surviving spouse, such payments will be made to any surviving children as defined below. Any child of a deceased employee who is entitled to such benefit shall receive such payment until he/she is no longer eligible to receive such benefit pursuant to federal guidelines governing dependent eligibility for health insurance benefits.

Medical benefits shall not be provided to any person receiving pension benefits pursuant to this section.

Section 9. The Board of Public Safety may permanently retire on half pay, any member of the Fire Department who has become permanently disqualified from performing all Fire Department duties, upon a certificate of two (2) medical doctors or two (2) psychiatrists licensed and recognized by the State of Connecticut one (1) doctor or psychiatrist to be chosen by the member and one (1) to be chosen by the Board of Public Safety showing that the member is permanently disqualified from the performance of all Fire-Department duties and that such disqualification is caused by some injury received, disease _contracted, or exposure endured while performing the duties of his/her service, without fault on his/her part. In the event the two doctors or psychiatrists chosen above are not able to agree, a third (3rd) doctor or psychiatrist shall be chosen by mutual agreement and the cost thereof shall be shared equally by the member and the fund. The opinion of the third (3) doctor or psychiatrist shall be final and binding on both parties.

Section 10. a) **Any** active member of the Fire Department having completed at least ten (10) years of service, and having attained age 58, or regardless of age, having twenty-five (25) completed years of service, shall upon written application, be retired, with an annual pension, payable monthly from the pension fund that is equal in amount to two and one-half percent (2.5%) of the average annual compensation that the member has received during the three (3) year period preceding retirement, multiplied by the number of completed years of service including service purchased in accordance with Section 15 (not to exceed 25 years) of such employee, plus an

additional one **and one quarter** percent (**1.25%**) for each completed six (6) months of service in excess of twenty-five (25) years provided that total years may not exceed twenty-seven (27). If any such employee shall die after he/she retires, pursuant to this section, the surviving spouse, if he/she then unmarried, shall receive until his/her death, remarriage, or cohabitation with a member of the opposite sex, a sum equal to one-half (1/2) of the sum to which the retired employee would have received had he/she lived. If there is no surviving spouse or the spouse has remarried or is cohabiting with a member of the opposite sex, such benefit will be paid to the child or children of the retired employee until the age of eighteen (18) or the age of twenty-three (23) if the child or children are full time students. If there is more than one (1) child, the payment will be equally divided among them.

Any employee retiring under this section will also receive medical coverage equal to the coverage afforded active employees and as it may be changed from time to time until the age of sixty-five (65). If the retiree is eligible, at the age of sixty-five (65), the medical coverage will be altered to the Anthem 65 High Option and 81 Plan. Medical coverage equal to the coverage afforded active employees and as it may be changed from time to time will remain in effect for the spouse and for the child or children of the retired employee until **he/she is no longer eligible to receive such benefit pursuant to federal guidelines governing dependent eligibility for health insurance benefits**. Upon reaching age sixty-five (65), such medical benefits for the spouse shall be altered to the Anthem 65 High Option and 81 Plan if he or she is eligible.

Any employee retiring under this section shall pay that amount towards the cost of such coverage that the employee was paying for medical coverage at the time of retirement **plus an amount equal to one-half (1/2) of any subsequent annual increase in the cost of insurance multiplied by the percentage of said cost the employee was paying at the date of retirement. Said cost share adjustment shall continue annually for five (5) years after retirement or until age sixty-five (65) whichever comes first after which the cost share shall be frozen at the last level.**

Ex.: If active employees are paying 9% and the insurance cost increases from \$20,000 to \$22,000, the retiree who retires at that 9% level of would pay $\$2000/2=\$1000 \times 9\% =\$90$ more than previous year. Thereafter for a period of five (5) yeas after retirement whenever the cost to the active increase, the retiree's cost will increase by 9% of $\frac{1}{2}$ of the active's increase. The multiplier (in this example 9%) will be whatever the percentage is in the year of retirement.

b) Notwithstanding the provisions, of a) above, each employee may elect and/or revoke in writing, one of the following spousal benefit options prior to retirement. Any elected option shall become inoperative if the employee's spouse dies before the employee's retirement date. Any employee who does not choose one of the following options shall receive benefits in accordance with a) above.

OPTION I - The retiree may elect to receive a reduced benefit in accordance with Table I and, upon his/her death, his/her spouse shall receive 100% thereof for life. In the event the spouse dies before the retiree, the pension benefit due the retiree thereafter will be increased to the level set forth in a) above.

TABLE I

<u>Age of Spouse</u>	<u>Percent of Regular Benefit</u>
20 or more years older than employee	96.0%
15 - 19 years older than employee	94.0%
10 - 14 years older than employee	92.0%
5 - 9 years older than employee	91.0%
0 - 4 years older than employee	90.0%
0 - 4 years younger than employee	90.0%
5 - 9 years younger than employee	89.0%
10 - 14 years younger than employee	88.5%
15 - 19 years younger than employee	86.5%
20 or more years younger than employee	84.5%

NOTE: Years mean completed whole years.

OPTION II - The retiree may elect to receive a reduced benefit in accordance with Table II and, upon his/her death, his/her spouse shall receive 75% thereof for life. In the event the spouse dies before the retiree, the pension benefit due the retiree thereafter will be increased to the level set forth in a) above.

TABLE II

<u>Age of Spouse</u>	<u>Percent of Regular Benefit</u>
20 or more years older than employee	98.0%
15 - 19 years older than employee	97.0%
10 - 14 years older than employee	96.0%
5 - 9 years older than employee	95.5%
0 - 4 years older than employee	95.0%
0 - 4 years younger than employee	95.0%
5 - 9 years younger than employee	94.5%
10 - 14 years younger than employee	94.0%
15 - 19 years younger than employee	93.0%

20 or more years younger than employee 92.0%

NOTE: Years mean completed whole years.

OPTION III - The retiree may elect to receive a reduced benefit in accordance with Table III and, upon his/her death, his/her spouse shall receive 100% thereof for life. In the event the spouse dies before the retiree, the pension benefit due the retiree thereafter shall remain unchanged.

TABLE III

<u>Age of Spouse</u>	<u>Percent of Regular Benefit</u>
20 or more years older than employee	97.0%
15 - 19 years older than employee	95.0%
10 - 14 years older than employee	93.0%
5 - 9 years older than employee	92.0%
0 - 4 years older than employee	91.0%
0 - 4 years younger than employee	91.0%
5 - 9 years younger than employee	90.0%
0 - 14 years younger than employee	89.0%
15 - 19 years younger than employee	87.0%
20 or more years younger than employee	85.0%

NOTE: Years mean completed whole years.

OPTION IV - The retiree may elect to receive a reduced benefit in accordance with Table IV and, upon his/her death, his/her spouse shall receive 75% thereof for life. In the event the spouse dies before the retiree, the pension benefit due that retiree thereafter shall remain unchanged.

TABLE IV

<u>Age of Spouse</u>	<u>Percent of Regular Benefit</u>
20 or more years older than employee	98.5%
15 - 19 years older than employee	97.5%

10 - 14 years older than employee	96.5%
5 - 9 years older than employee	96.0%
0 - 4 years older than employee	95.5%
0 - 4 years younger than employee	95.5%
5 - 9 years younger than employee	95.0%
10 - 14 years younger than employee	94.0%
15 - 19 years younger than employee	93.0%
20 or more years younger than employee	92.0%

NOTE: Years mean completed whole years.

Section 11. If any member of the Fire Department is killed while in the actual performance of duty, or dies from the effects of any injury received while in the actual discharge of duty, regardless of the number of completed years of service to his/her credit, the Board of Trustees, by the affirmative majority of its whole number, shall direct a sum equal to one hundred percent (100%) of the employee's annual compensation, payable in monthly installments to the surviving spouse for as long as such spouse remains unmarried and does not cohabit with a member of the opposite sex. If there is no surviving spouse or the spouse remarried or is cohabitating with a member of the opposite sex, the benefit will be paid to the child or children of the employee until the age of eighteen (18) or the age of twenty-three (23) if the child or children are full-time student(s). If there is more than one (1) child, the payment will be equally divided among them.

- a. If the deceased employee leaves neither spouse nor children, such payment shall be made to the parent or parents of the deceased member if the parent or parents depended on the employee for their support.

- b. The medical benefits afforded active employees and as it may be changed from time to time will remain in effect for the spouse until remarriage or death, or to the child or children of the deceased employee until such child or children attain the age of eighteen (18) years of age or the age of twenty-three (23) if full time students.
- c. If the surviving spouse does not remarry or cohabit with a member of the opposite sex, then upon reaching the age of sixty-five (65), if she/he is eligible, the medical benefits will be altered to the Anthem 65 High Option and 81 Plan.

Section 12. In the event of the death of a member of the Fire Department before ten (10) years of service (not to include military "buy in" time), other than as qualified in Section 12 et al, a refund of the total amount of assessments paid by the employee into the fund, plus interest at the rate of four percent (4%) per annum shall be paid to the employee's surviving spouse. If there is no surviving spouse, the payment shall be made to any child or children of the deceased employee, or to his/her estate.

Section 13. All terms of this ARTICLE shall apply equally to both male and female members of the Fire Department regardless of wording. The terms "surviving spouse" or "spouse" shall mean the person to whom the deceased member was legally married at the time of death. The term "child" or "children" shall mean and include all natural and/or adopted children of the deceased that fit the age requirements.

Section 14. a) Employees may elect to buy, during their first year of employment or, in the event of military recall, one (1) year from the employees return from such recall, active United States Military service time of up to two (2) years. Employees who elect to buy active military service time shall submit their "buy in" contribution either in a lump sum or in equal weekly installments of no longer duration than the military

service time to be bought. The amount of the "buy in" contribution shall be based on the rate of pension contributions and compensation in effect at the time of the "buy in" or during any period such "buy in" payments are made. As to employees who have, prior to the date of this April 2009 agreement purchased military service time in excess of two (2) years and are unable to use the excess under Section 8 or 10 of this Article, the City shall reimburse such employees for the cost of such excess.

c) The active military service time for which contributions are completed shall apply to all section of this ARTICLE for the purpose of computing numbers of years of service for benefits, but will not be counted towards the twenty-five (25) years of active service needed to retire, or ten (10) years of active service necessary to "vest" benefits.

d) The employee's Military Discharge Form DD-214 shall be used to determine active military service time.

Section 15. The term "years of service" as used in this Article shall not include any period of time that an employee is on layoff.

Section 16 The exclusive retirement plan for employees hired after **May 1, 2009** shall be a defined contribution plan the details of which follow:

- Mandatory City contribution **7% of pay effective February 3, 2015 which will increase to 8% effective July 1, 2020** - pretax (includes overtime) – payroll deduction.
- Mandatory Employee contribution – 6% of pay – pretax (includes overtime) – payroll deduction.
- Vesting – Employee contribution vests immediately
City contribution – 20%/yr. over the first 5 years

- Withdraw at age 55 consistent with IRS regs.
- May roll over a 401 or other IRS qualified plan from a prior employer.
- Investment options will be provided through ICMA.
- City will provide a disability benefit as set forth in Section 9 above.
- Medical insurance at age 55 for retirees with 15 years of service up to age 65 equal to active employee coverage and with cost sharing as set forth in the second (2nd) paragraph of Section 10 above.
- The plan shall include the provision for a spousal and/or child benefit as contained as set forth in Section 12 above.
- **Any employee hired after February 3, 2015 having ten (10) years of service and having attained age fifty-five (55), or regardless of age, having twenty-five completed years of service shall upon retirement be entitled to medical insurance and/or Anthem 65 High Option and 81 Plan. The retiree shall be entitled to the same medical insurance as active employees as it may be changed from time to time until the age of sixty-five (65). If the retiree is eligible, at the age of sixty-five (65), the medical coverage will be altered to the Anthem 65 High Option and 81 Plan. The total amount of combined time a retiree can receive this benefit is ten (10) years.**

Any employee retiring under this section shall pay that amount toward the cost of coverage that the employee was paying for medical coverage at the time of retirement in addition to an amount equal to ½ of any increase in that cost for active employees multiplied by the percentage of the cost the employee/retiree was paying at the time of retirement. The retiree shall be subject to this potential change in the cost share annually for five (5) years after retirement or age sixty-five (65) whichever comes first after which the share of said costs will be frozen at the last level.

Example: If active employees are paying 9% and the insurance cost increases from \$20,000 to \$22,000, the retiree who retires at the 9% level would pay $\$2000/2 = \$1000 \times 9\% = \$90$ more than the previous year. Thereafter for a period of five (5) years after retirement whenever the cost to the actives increases the retiree's cost will increase by 9% of ½ of the active's increase. The multiplier (in this example, 9%) will be whatever the percentage is in the year of retirement.

Section 17 Duration: This Pension Agreement will not be open to negotiation, without the consent of both the City and the Union, until July 1, 2023. The parties agree that it

shall be attached to each collective bargaining agreement existing between the parties during the term hereof.

ARTICLE XXVI

PHYSICAL FITNESS PROGRAM

Effective July 1, 1998 the City and the Union shall utilize the IAFF/IAFC Fire Services Joint Labor Management Wellness/Fitness Initiative which language shall be incorporated by reference into this Article XXVI.

ARTICLE XXVII

EDUCATIONAL INCENTIVE

Section 1. The City shall reimburse the cost of tuition, not to exceed \$500.00 per semester or trimester, for any employee in a planned or degree program relating to fire fighting. Participation in any such program shall be permitted only with the Chief's approval but such approval shall not be unreasonably withheld. Any amount due the employee shall be paid upon the completion of the semester or trimester. All other educational expenses, if any, shall be paid by the employee who shall also be responsible for his or her replacement; it being understood and agreed that this program shall not require additional hiring. The word "completion" shall not include the failure to attend classes, a "withdrawal" from the program, or an incomplete grade.

Section 2. Any employee holding an Associate's Degree shall be paid \$300.00 annually. Any employee holding a Baccalaureate Degree shall receive \$500.00 annually. Any employee holding a Masters Degree shall receive \$750.00 annually. Any such

degree shall have been received in a planned or degree program relating to fire fighting. Said amounts shall be paid to an eligible active employee during the month of August.

ARTICLE XXVIII

MANAGEMENT RIGHTS

There are no provisions in the Agreement that shall be deemed to limit or curtail the City of Torrington in any way in the exercise of the rights, powers and authority which the City had prior to the effective date of this Contract unless and only to the extent that provisions of the Agreement specifically curtail or limit such rights, powers, and authority. The Union recognizes that the City's rights, powers and authority include but are not limited to, the right to manage its operations, direct, select, decrease and increase the work force, including hiring, promotion, demotion, transfer, suspension, discharge or lay-off; the right to make all plans and decisions on all matters involving its operation, the extent to which the facilities of any department thereof shall be operated, additions thereto, replacements, curtailments or transfers thereof, removal of equipment, outside purchases of products or services, the scheduling of operations, means and processes of operations, the equipment to be used, and the right to introduce new and improved methods and facilities and to change existing methods and facilities; to maintain discipline and efficiency of employees, to prescribe rules to that effect; to determine the qualifications of employees; and to run the Department efficiently, provided that it does not affect a mandatory subject of bargaining.

ARTICLE XXIX

APPOINTMENTS AND PROMOTIONS

Section 1. All promotions and appointments to the Department shall be made by the Board of Public Safety. Exclusive of the appointment of Probationary Fire Fighters, Chief and Deputy Chief, effective as of the date of signing of this Agreement, all promotions shall be awarded in the following manner:

- a. The City shall post for ten (10) calendar days an announcement of the position to be filled. All interested personnel eligible to apply must make their intentions known in writing to the Fire Chief within the ten (10) calendar days. In the event a member is on sick leave, on vacation or other legitimate leave, the Department shall make a reasonable effort to notify such employee(s) of the promotional notice and promotional opening.
- b. The City shall request the Personnel Department of the State of Connecticut or such other competent and impartial agency to conduct a written examination for those candidates who had made timely application and eligible to apply. The grades of those passing such examination shall be posted.
- c. Candidates for promotion who successfully passed the written examination with a minimum passing grade of **seventy percent (70%)** shall advance to an oral examination by a panel of three (3) professional career fire fighters who shall be selected from departments no closer than ten (10) miles of the City of Torrington city line and shall be at least one (1) rank higher than the position being tested and shall be residents of the State of Connecticut, but shall not reside closer than ten (10) miles of the city line of Torrington. Said panel shall score each applicant with a numerical score which shall be averaged amongst the panel members, however, if a panel member recognizes an applicant, said panel member shall disqualify

himself and the remaining member's scores shall be averaged. Only averaged oral scores of **seventy percent (70%)** or more shall be considered in determining the final score for any candidate.

In addition to the written and oral examinations, the final score for any candidate shall have added to it up to twenty (20) points, determined by seniority in the following manner. One (1) point will be awarded for each full year of service, starting with the sixth (6th) full year of service as a fire fighter, to a maximum of twenty (20) points after completion of twenty-five (25) years of service in the Department.

The final score shall then be determined as follows:

1. The written examination shall be given a weight of **fifty percent (50%)** of the final score;
 2. The oral examination shall be given a weight of **fifty percent (50%)** of the final score; and
 3. The seniority points shall be added to the weighted total of the written and oral scores.
- d. The final passing scores shall be posted on the bulletin board for five (5) calendar days in the order of final total scores.
- e. Effective July 1, 2012, any new promotional list shall be governed by the following: The top four (4) applicants' names shall be submitted to the Board of Public Safety in order of their scores and said Board of Public Safety shall select any one (1) of said candidates and appoint to the position forthwith. When that list has been exhausted the next four (4) names (or the remaining names if fewer

than four) on the list of those having passing grades shall be submitted to the Board of Safety.

- f. The remaining names which were not selected and/or appointed from the top four (4) candidates shall remain on the list for one (1) year and six (6) months from the date of final score posting on the bulletin board and shall be eligible for promotion to the same rank in the event of another promotion or vacancy.

Section 2.

- a. To be eligible for the examination and/or promotion to the rank of Deputy Fire Marshal, **Assistant Chief of Training and Safety** or Lieutenant, the applicant must have completed at least five (5) years of service as a fire fighter in the Torrington Fire Department as of the date of the written examination, provided however, in the event no such eligible applicant for the position of Training Officer passes the written exam or achieves a final passing score, or in the event no such eligible person applies for that position, then all employees shall be eligible for the examination and/or promotion; to be eligible for the examination and promotion to the rank of **Battalion Chief** the applicant must have attained the position of Lieutenant **in the Torrington Fire Department** and must have completed his/her probationary position as Lieutenant as of the date of the written examination for **Battalion Chief**. To be eligible for the examination and promotion to the rank of **Assistant Chief of Fire Prevention and Investigation** the applicant must have been promoted to the position of Deputy **Fire Marshal**.

b. Any successful candidate for the position of **Assistant Chief of Training and Safety** who fails to obtain State of Connecticut certification shall be entitled to re-apply and to be re-tested for such certification. Any successful candidate who fails to attain such State certification shall be entitled to his former firefighting position without loss of rank, pay, benefits, or seniority.

Section 3. Promoted personnel shall serve a probationary period of six (6) months.

Section 4. No employee who has taken a promotional exam shall participate in the decision-making process pertaining to the promotion for which the exam was taken.

ARTICLE XXX

REDUCTION IN FORCE

Section 1. Layoff shall be by inverse order of departmental seniority.

Section 2. Any employee laid off shall be placed on a recall list and shall remain thereon for a period of two (2) years. Recall from said list shall be by inverse order of layoff. Notice of recall shall be in writing and sent by certified mail, return receipt requested, to the last address furnished by the employee being recalled. Said employee shall accept any offer of recall by written notice to the City within ten (10) days following receipt of the notice of recall. If such acceptance is not received within such ten (10) days, the offer shall be deemed rejected and such employee shall be removed from such recall list.

Section 3. The City shall give a two week notice of layoff.

Section 4. Any laid off employee shall return all department property.

Section 5. Any employee laid off in accordance with this Article shall not lose his/her seniority status at the time of layoff if he/she is recalled and accepts employment within two (2) years from the date of layoff in accordance with Section 3; but seniority shall not accrue during any period that such employee remains on said layoff list.

Section 6. Any vacation time accrued as of the date of layoff shall be paid in a lump sum within one (1) week after layoff.

Section 7. No payment shall be made to the laid off employee for unused sick leave but if the employee is recalled and accepts employment within the two (2) year recall period any such unused sick leave shall be reinstated for the benefit of said recalled employee. Any laid off employee who is not recalled and who later becomes eligible for retirement benefits pursuant to Article XXV, shall receive, subject to the provisions of Article XII, Section 1. j., payment for unused sick leave due which was credited to him or her at the time of layoff at the rate of pay existing at the time of layoff. There shall be no accumulation of sick leave while on the recall list.

Section 8. Medical insurance benefits shall be provided, in accordance with law, at the laid off employee's cost.

ARTICLE XXXI

RANDOM DRUG TESTING

SECTION 1

The City and Union agree that all firefighters, both line and dayworkers, must refrain from the use of illegal drugs or the abuse of prescription drugs, at all times, whether on duty or off

duty, and the failure to do so is presumptively a just cause for discipline in accordance with the procedures described in this ARTICLE.

SECTION 2

Screening – The administration of drug screening tests to detect the presence of illegal drugs or the abuse or unauthorized use of prescription drugs in employees of the Department will be performed on a random basis commencing on or after July 01, 2009. The Fire Chief shall be responsible for the scheduling and administration of drug screening tests.

SECTION 3

Random Testing – The City will perform a total number of drug tests per fiscal year as is equal to fifty (50) percent of the total number of Bargaining Unit employees on the payroll at the beginning of the fiscal year (July). Selection of employees to be tested on a random basis shall be conducted by placing all eligible employees' names in a computer database and choosing candidates for testing by random drawing. The selection procedure will be performed by the vendor responsible for performing the tests. The random selection of an employee will not result in that employees name being removed from any future selection process. Any employee selected for random drug testing will be notified by the Deputy Chief or his designee. The employee shall report immediately to the testing facility. Day shift employees shall be notified during their day shift. Night shift employees shall be notified at the start of their shift.

Employees selected for testing must submit to the test as scheduled unless they are on a previously approved or scheduled sick leave, regularly scheduled day off, military leave, scheduled vacation, funeral leave, or off duty on compensatory time. Employees who are selected but who are absent for these reasons shall be tested upon their return to work. Any request for use of any leave or compensatory time shall not be granted if the employee has, at

the time of such request, already been selected to submit to random testing as provided above. A member who claims to be sick after notification of their selection for random testing will, absent exigent circumstances, be required to report for the test. If an employee is directed to submit to a drug test and refuses, it will be deemed that the employee has tested positive for the use of illegal drugs. That employee shall be cited for insubordination and suspended immediately without pay and be subject to further disciplinary action up to and including termination.

SECTION 4

Consequences: Voluntary Disclosure – It is understood and agreed that if an employee, prior to being notified of their selection for a random drug test, voluntarily discloses to the Chief that he/she has a problem with drug dependency; the employee shall immediately be placed on sick leave and/or utilize any balance of vacation time and shall be required to commence a rehabilitation program under the supervision of a medical doctor approved by the City or a rehabilitation facility approved by the City. Reinstatement to employment shall be contingent upon the employee's satisfactory completion of a rehabilitation program and the employee's continuing participation in a follow-up program as determined by the doctor or approved rehabilitation facility. Prior to reinstatement to duty, an employee must provide a negative drug test result and documentation from their rehabilitation provider that the employee is fit to return to work. Following reinstatement for drug treatment, an employee shall submit to drug testing at least monthly for the first twelve (12) months and bimonthly for the next thirty six (36) months. The costs for this additional drug testing shall be paid by the employee or, if the benefit is available, through the current medical insurance program. The employee must submit to the additional drug testing at the time stated in the notice from the Chief or his designee. Failure to

do so shall be deemed evidence of the use of an illegal substance and the same as a positive drug test result. A positive test result after reinstatement is considered to be just cause for discharge and shall result in the employee's termination.

SECTION 5

Consequences: First Time Test Result – It is understood and agreed that if an employee, on a first occasion, is properly found by means of a random drug test to be using illegal drugs or abusing prescription drugs; that employee will be subject to disciplinary action, up to, and including discharge.

SECTION 6

Medical Form Release – Employees shall sign all necessary releases in order for the City to be able to receive written updates from rehabilitation providers to monitor an employee's progress throughout their rehabilitation program.

SECTION 7

Testing Methodology – The City will perform drug tests which screen for ten (10) types of drugs. All drug testing conducted pursuant to this policy shall be performed via urinalysis. All initial screens will be performed using the immunoassay technology – EMIT. Presumed positive test results will be retested by an alternative confirmatory method – Gas Chromatography/Mass Spectrometry. Only confirmed test results will be reported as positive. The ten (10) panel screen will test for the following drugs: Amphetamines, Barbiturates, Benzodiazepines, Cannabinoids, Cocaine Metabolite, Methadone, Methaqualone, Opiates, Phencyclidine, Propoxyphene.

SECTION 8

Specimen Collection Facility – Qualified collection sites will be utilized by the City to collect urine samples from employees.

SECTION 9

Medical Review Officer (MRO) – A qualified physician (MRO) who has knowledge of substance abuse will be utilized to interpret and evaluate a donor’s positive test result together with medical history, and other relevant biomedical information and will make themselves available to the donor for a face-to-face interview, if necessary. The MRO will report all drug testing results to the Chief.

SECTION 10

Testing Procedure – All drug testing will be performed by an independent toxicology laboratory certified in accordance with the Federal Department of Health and Human Services guidelines. All aspects of urine analysis, drug testing, collection procedures and chain of custody procedures shall be conducted in accordance with the Department of Health and Human Services standard as outlined in 49 CFR Part 40.

SECTION 11

Employee Cooperation – During the testing process, employees shall be required to cooperate with the collection procedures, requests for information concerning use of medications, and with any other requirements of the testing process. The collection site person shall inform the Chief and shall document any non cooperation. Any person, who refuses to cooperate, refuses to provide a sample or is found to have, in any way, tampered with or substituted a sample shall be subject to disciplinary action up to and including discharge.

In the event that an employee cannot “void” (shy bladder), the employee will be given fluids until a specimen is produced. If the employee has not produced a sample after consuming forty (40) fluid ounces over a three (3) hour period, the employee will be evaluated by a medical

doctor to determine if this is the result of some physical problem. If it is not the result of a physical problem, the test will be classified as a refusal and deemed as a positive test result.

SECTION 12

Results of Drug Screening Tests – The testing facility will provide the Chief with written results. Any employee may request a copy of their written test results. All records pertaining to required drug testing shall remain confidential.

ARTICLE XXXII

ANTI DISCRIMINATION

Section 1 In implementing this Agreement it is agreed that neither the Union nor the City shall discriminate against any employee because of Union membership or non-membership, sex, race, creed, color, age, religious belief, national origin, marital status or disability.

ARTICLE XXXIII

MILITARY LEAVE

Section 1. Employees who enlist, or who are drafted into the Armed Forces of the United States, or who through any other procedure is called into active duty with such Armed Forces, will be placed on Military Leave. The City shall recognize its employment obligations for such returning veterans as provided by the Uniformed Services Employment and Reemployment Act

Section 2. Employees who are members of the Armed Forces of the State or any reserve component of the Armed Forces of the United States shall be entitled military leave with pay for required field training provided such leave does not exceed 30 days in a calendar year. The City shall pay the difference between the employee's weekly base salary and

their military base salary.

ARTICLE XXXIV

DURATION

Section 1. The duration of this Contract shall be effective from and retroactive to July 1, 2015 (unless stated otherwise) to June 30, 2018. Either party wishing to terminate, amend or modify such Contract must so notify the other party in writing no more than one hundred and eighty (180) days and no less than one hundred and twenty (120) days prior to such expiration date.

IN WITNESS WHEREOF, the parties have caused their names to be signed on

this 9TH day of AUGUST, 2016

Signed, Sealed and Delivered
in the presence of:

CITY OF TORRINGTON

By



Witness:

Witness:

LOCAL 1567, INTERNATIONAL
ASSOCIATION OF FIRE FIGHTERS,
AFL-CIO

By

Its President



Witness:

By

Its Secretary



Witness

APPENDIX "A" WAGES

LOCAL 1567 WAGE SCHEDULES

	<u>07/01/2015</u>	Hourly	<u>07/01/2016</u>	Hourly	<u>07/01/2017**</u>	Hourly
	2.25%	Rate	2.00%	Rate	2.00%	Rate
BATTALION CHIEF	1,448.5980	34.4904	1,477.5700	35.1802	1,512.8906	36.0212
LIEUTENANT	1,336.1193	31.8124	1,362.8416	32.4486	1,395.8677	33.2349
<u>FIRE FIGHTER</u>						
STEP #5	1,176.9179	28.0219	1,200.4563	28.5823	1,230.2347	29.2913
STEP #4	1,153.5444	27.4653	1,176.6153	28.0147	1,205.9169	28.7123
STEP #3	1,130.9051	26.9263	1,153.5232	27.4648	1,182.3629	28.1515
STEP #2	1,109.0182	26.4052	1,131.1986	26.9333	1,159.5918	27.6093
STEP #1	1,086.3639	25.8658	1,108.0912	26.3831	1,136.0223	27.0481
ASST CHIEF OF FIRE PREVENTION & INVESTIGATION	1,450.5689	36.2642	1,479.5803	36.9895	1,514.9411	37.8735
DEPUTY FIRE MARSHAL	1,338.0857	33.4521	1,364.8474	34.1212	1,397.9136	34.9478
ASST CHIEF OF TRAINING & SAFETY	1,450.5689	36.2642	1,479.5803	36.9895	1,514.9411	37.8735

** includes \$300
payment
added to annual base
wages