

CITY OF WEST HAVEN
FIRE DEPARTMENT ALLINGTOWN
WEST HAVEN, CONNECTICUT

CONTRACT

WEST HAVEN
PROFESSIONAL FIREFIGHTERS
IAFF LOCAL 1198, AFL-CIO

Expires – June 30, 2025

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**CONTRACT BETWEEN THE CITY OF WEST HAVEN
AND
LOCAL 1198, INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS**

The following contract, entered into by and between respectively the City of West Haven, for and on behalf of the City of West Haven Fire Department Allingtown, hereinafter referred to as the "City", and Local 1198, International Association of Fire Fighters, herein referred to as the "Union", is designed to maintain and promote a harmonious relationship between the City and such of its employees who are within the provisions of this contract in order that a 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 investigative full time paid personnel within the City, except that of the Fire Chief, Deputy Chief/Fire Marshal and Assistant Chief.

**ARTICLE II
MANAGEMENT RIGHTS**

It is recognized that the City, through its Board of Fire Commissioners and Fire Chief, has and will continue to retain the rights and responsibilities not specifically abridged or modified by this agreement. The rights and responsibilities include, but are not limited to, developing and implementing departmental rules, regulations, and standard operating procedures, provided the development and implementation does not conflict or contradict existing statutory or regulatory provisions, established past practices, and those rights and responsibilities specifically abridged or modified by this agreement, including but not limited to the following:

- A. To determine the care, maintenance, and operation of City equipment and property.
- B. To prescribe and enforce the Rules and Regulations of the City as written or as may be amended from time to time. Provided such rules are made known in a reasonable manner to the employees affected by them.
- C. To take any action necessary in emergency situations regardless of prior commitments in order to carry out the responsibility of the City to the Citizens of West Haven.

Nothing in this Article shall relieve the Fire Department of any obligation it may have to bargain over the impact of managerial decision.

ARTICLE III PAYROLL DEDUCTION OF UNION DUES, FEES

The City shall deduct union dues, and initiation fees, from the earned wages of each employee in such an amount as determined by the Union, provided that no such deduction shall be made from any employee's wages except when authorized by him/her on an appropriate form, a copy of which must be submitted to the City. Such deduction made from the pay of individual members and the total deducted shall be delivered to such official of the Union as the Union may designate, in writing, to the City. The Union agrees that it will indemnify and hold the City harmless from any claim, actions or proceedings by any employee arising from deductions made by the City hereunder. Once the funds, collected by the City hereunder, are remitted to the Union, the disposition of such funds thereafter shall be the sole and exclusive obligations of the Union, and the City shall have no further obligation, financial or otherwise.

Section 1

The Union will give each present employee, and to each employee, when he is hired, a copy of this contract.

Section 2

The City shall deduct Pension Fund contributions from each employee covered under the present collective bargaining agreement. Said contribution shall be deducted weekly in an amount mutually agreed upon by the Union and the City. Each employee will sign an appropriate form which authorizes Pension Fund deductions, a copy of which will be given to each employee. Any new employee hired after July 1st, 1998 will adhere to what the City or Fire District negotiated for new employees in pension and/or social security.

ARTICLE IV BULLETIN BOARDS

The City shall permit the use of one bulletin board in each firehouse, by the Union, for the posting of notices concerning Union business and activities. The City will allow the Union to use P.O. BOX 26095 West Haven, CT 06516 as its mailing address for Union mail only. The City will not be responsible for employee's personal mail. Employees are not to use said address for their personal mail.

ARTICLE V DISCIPLINARY ACTION

Section 1

In case of disciplinary action, the City shall notify both the employee and the Union by certified mail, or hand delivered and signed by both parties.

Section 2

No permanent employee shall be removed, dismissed, discharged, suspended, fined, reduced in rank or disciplined in any other manner, except for just cause. If any employee is disciplined, and, in the judgment of such employee, this action is taken by the Chief or his designee, without just cause, he may, no later than ten (10) days after the date of such action, appeal in writing to the Board of Fire Commissioners to have the action rescinded or to have the severity of the punishment reduced. Within seven (7) days after receiving such appeal, said Board of Fire Commissioners shall arrange to and shall meet with the Union's Grievance Committee for the purpose of attempting to resolve this dispute. If such employee is dissatisfied with the results of such a meeting, he may, no later than seven (7) days thereafter submit such dispute to arbitration by the Connecticut State Board of Mediation and Arbitration, said Board shall hear the dispute and render a decision which shall be final and binding on all parties. Said Board of Mediation and Arbitration shall have the power to uphold the action of the City to rescind or modify such action, and such power shall include, but shall not be limited to, the right to reinstate a suspended or discharged employee with full back pay. Each party shall pay its costs and common costs, if any, shall be shared equally. All time frames are considered calendar days.

The jurisdiction and authority of the arbitrator and his/her award shall be confined to the interpretation of the provision or provisions of this Agreement in dispute between the Union and the City. The arbitrator shall have no authority to modify, amend, revise, add to or subtract from any of the terms of this Agreement.

ARTICLE VI GRIEVANCE PROCEDURES

Section 1

Should any employee, or group of employees, feel aggrieved concerning his or their wages, hours or conditions of employment, which wages, hours and conditions are controlled by this contract, Fire Department Rules and Regulations and Fire Department Policy adjustment shall be sought as follows:

- A. The Union shall submit such grievance, in writing, on an approved grievance form, to the Chief of the Fire Department, Deputy Chief, or designee within ten (10) days of the event giving rise to such grievance, setting forth the nature of the grievance. Within ten (10) days after the Chief/ Deputy Chief receives such grievance, he shall arrange to, and shall meet, with the representatives of the Union, for the purpose of adjusting or resolving such grievance.
- B. If such grievance is not resolved to the satisfaction of the Union by the Chief/ Deputy Chief within four (4) days after such meeting, the Union may present such grievance, in writing, within four (4) days after it receives the answer from the Chief/Deputy Chief, to the Board of Fire Commissioners. Within ten (10) days after said Fire Board receives such grievance, the Board shall arrange to and shall meet with the representatives of the Union, and to include the City of West Haven Personnel Director for the purpose of adjusting or resolving such grievance.

- C. If such grievance is not resolved to the satisfaction of the Union by the Fire Board within five (5) days after such meeting, the Union may submit the dispute to arbitration by the Connecticut State Board of Mediation and Arbitration within ten (10) days after it receives the answer from the Fire Board. Said Board shall hear and act on such dispute in accordance with its rules and render a decision which shall be final and binding on all parties.
- D. The time limits specified in the preceding sections of this article may be extended by mutual agreement of all parties. The steps provided for herein may be waived by mutual agreement of the parties.
- E. If a grievance is not submitted within the prescribed time limits, as hereinbefore provided, including the provisions for time limit extensions, it shall be deemed settled. If the City fails to meet and/or to answer any grievance within the prescribed time limits, as hereinbefore provided, including the provisions for time limit extensions, such grievance shall be deemed settled in the Union's favor.
- F. All time frames are considered calendar days.

ARTICLE VII UNION BUSINESS LEAVE

Section 1

Two members of the Union Negotiating Committee shall be granted leave from duty with full pay for the number of hours spent at 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 on their regular shift.

Section 2

Two members of the Union Grievance Committee shall be granted leave from duty with full pay for the number of hours spent at 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 on their regular shift.

Section 3

Such members of the Union, as may be designated by the Union, shall be granted leave from duty with full pay for hours spent for Union business such as attending labor conventions, and labor education conferences, and any Union business concerning the City of West Haven, provided no more than two (2) employees may be granted such leave at the same time, and provided, when possible, the Chief/Deputy Chief shall be notified in writing at least seven (7) days before such leave is granted. Union business leave shall not exceed twelve (12) working days in a one (1) year period. All costs associated with such leave in excess of twelve working days will be reimbursed to the City by the Union.

Section 4

For the purpose of this article, a "working day" shall consist of 12 hours each, either day or night. Time spent shall be charged in hourly increments.

Section 5

Two (2) members of the Union may collectively take up to three (3) paid days per fiscal year as "Funeral Committee Business" to plan or attend funerals of deceased members of the bargaining unit or other Fire Departments, with advance permission of the Chief or designee, which permission shall not be unreasonably withheld.

ARTICLE VIII MANPOWER

Section 1

In order to protect the health and welfare of the employees in the bargaining unit, the minimum manpower will not fall below the established shift of five (5) firefighters per shift. This excludes the Chief, Deputy Chief, Asst. Chief and Supt. of Apparatus.

Section 2

In the event that manpower shall fall below the minimum manpower strength, as provided for in above section for each platoon, such shortages shall be filled by overtime work in accordance with Article XI of the contract.

Section 3

For the purpose of increasing manpower and to begin an orientation period, probationary or newly hired firefighter staff, who have not completed a State of Connecticut recruit academy or equivalent training program; or are not FF II certified, will only be assigned to a day tour of duty from 0800 hours to 1600 hours, Monday through Friday only. The probationary firefighter(s) will remain restricted to the above schedule until they can be enrolled in the first available academy. Upon enrollment in and while attending a firefighter recruit academy, the probationary firefighters' position will not be filled by overtime until completion of his/her training.

The above requirement shall not apply to newly hired firefighter staff who have been employed with another career fire department and are FF II certified to the Connecticut Fire Academy standard, and were employed as such in the previous 18 months. As in accordance with ARTICLE XXII, Probationary Period of this agreement.

Section 4

The City may require any probationary firefighter staff to work a special schedule for the purpose of orientation, and performance assessment. This special schedule shall not to exceed forty (40) hours per week, Monday through Friday, from 0800 hours to 1600 hours, provided that no such probationary firefighter may be placed on such special schedule for a total of not less

than one (1) calendar week. This special schedule may be extended by the Chief or Deputy Chief if needed. In addition, the City may require a probationary employee to work a similar special schedule for a period not to exceed the time required to attend the State of Connecticut Fire Training School or equivalent, however said employee shall not be part of the manpower on duty under Article VIII, nor shall he be permitted to work overtime to restore manpower strength under Article XI, so long as said probationary employee is working such special schedule.

Section 5

The City will maintain a minimum of eight (8) Paramedics and eight (8) EMTs. All other firefighters must be either a Paramedic or an EMT.

ARTICLE IX HOLIDAYS

Section 1

In each fiscal year, each employee shall receive fourteen (14) days of holiday pay. Employees shall receive a full day's pay for each holiday. Holiday pay for each holiday shall be computed at employee's hourly rate times twelve (12) hours. Employees shall be paid for four (4) holidays on the first pay period in August; five (5) holidays on the first pay period in December; five (5) holidays on the first pay period in April.

These holidays shall be as follows:

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

Effective July 1, 1992, all holiday pay shall be paid in the pay period in which the holiday occurs. At the employee's option, said pay may be accumulated until such time as specified by the employee, but must be paid not later than the end of the current fiscal year.

Section 2

Each employee or his widow shall receive the Holiday pay due such employee at the time of his retirement or death, as the case may be. In the event that an employee dies and is not survived by a widow, the Holiday pay due such employee shall be paid to his children up to and including age 18.

Section 3

If an employee terminates his/her employment or retires, he shall be paid for the Holidays that they have earned and worked for.

ARTICLE X WORKWEEK

Section 1

- A. Effective July 1, 2013, the work day for employees shall be a ten (10) hour tour 8:00 am to 6:00 pm immediately followed by a fourteen (14) hour tour 6:00 pm to 8:00 am, which shall be followed by seventy-two (72) consecutive hours off. For overtime purposes the time shall be split into one (1) ten (10) hour period and one (1) fourteen (14) hour period. Overtime payment will be paid in twelve (12) hour jobs, one (1) twelve (12) hour job paid for the day tour and one (1) twelve (12) hour job paid for the night tour.
- B. Rank and file fire personnel shall be paid for hours worked as overtime after forty-six (46) hours worked (in accordance with sustaining the minimum manpower clause requirement) in a single pay period of seven (7) days, at the rate of one and one-half times the hourly rate. The calculation of the forty-six (46) hours shall exclude any time off that is not considered compensable work under the Fair Labor Standards Act for these purposes (e.g. vacation, sick, personal). The 7 day/46 hour plan shall be administered and paid for in accordance with the Fair Labor Standards Act.

Section 2

- A. The schedule of the part time Superintendent of Apparatus shall be on an as needed basis.
- B. He will be paid Superintendent's pay for the hours worked.
- C. The pay schedule for the position of part time Superintendent will be as follows: For regularly scheduled preventive maintenance and repairs, he will be paid Superintendent's pay per hour for the hours worked. In the event of equipment break down or facilities emergency; the individual who is contacted will be paid a minimum of four (4) hours; for nights, weekends or holidays. If he is called in during the normal workweek (Monday-Friday), he shall have his option to be paid if the employee remains on duty for the four (4) hours or gets paid for the actual hours worked if less than four (4) hours.
- D. The hours worked by the Superintendent will be documented by the duty officer and a copy of which shall be attached to his daily report.
- E. In the event that the part time Superintendent is unavailable, a qualified, certified person can act in his absence.
- F. When the Superintendent is working as a firefighter (sustaining minimum manpower as provided for in Article X, Section 1, paragraph b), and has met the 46-hour requirement that qualifies him/her for the time and one-half rate of pay, he/she shall be paid the Superintendent rate at one and one-half the hourly rate

only for the hours worked in the Superintendent role. All such work shall be deemed mission critical or emergent and shall require the prior approval of the Chief, Deputy Chief or his/her designee. This work shall be documented in the officer's daily report. Time worked shall be entered into the electronic time and attendance/scheduling system so that compensation can be issued in the pay period in which the work took place.

- G. When the Superintendent is working on shift (sustaining minimum manpower), and is below 46 hours, he/she shall be paid the differential between his/her firefighter rate of pay, and the Superintendent rate of pay for the time spent performing Superintendent duties.
- H. When the Superintendent has worked in excess of 46 hours while sustaining minimum manpower in his/her role as a firefighter, and then elects to perform non-emergent or scheduled maintenance or repair work while not sustaining minimum manpower, he/she shall be paid the Superintendent hourly rate and shall not be eligible for time and one half pay for Superintendent work.

Section 3

In the event an employee is late reporting for duty, and an employee from the previous shift is ordered to stay over, the employee reporting late shall forfeit the pay that must be paid to the employee being held over.

Section 4

Notice of mandatory training shall be given ten (10) days in advanced.

ARTICLE XI EXTRA WORK

Section 1

Whenever any employee works in excess of his regularly assigned workweek, as provided for in Article X, in addition to any other benefits to which he may be entitled, he shall be paid for such extra work at his regular hourly rate multiplied by twelve (12) hours for each complete shift of such extra work, or multiplied by the actual number of hours of extra time worked, except if an employee is called back from off duty to work extra time, he shall have his option to be paid if the employee remains on duty for the four hours or get paid for actual hours worked if less than four hours. In the event an employee is ordered to be held over his shift, he shall be paid the number of hours worked, times his hourly rate, but in no case shall it be less than one (1) hour as long as the employee remains for the full hour.

Section 2

- A. Extra work shall be worked for the rank, i.e. firefighter, officer, EMT and Paramedic, held by the man last reporting off duty whose absence brings the

platoon below the minimum manpower strength required under Section 1, Article VIII.

- B. Extra work for officers shall be scheduled in rotation among officers, in accordance with the Department's Extra Work Guidelines. The first officer contacted will be notified that he is first up on the overtime list and shall make himself available. If no officer accepts the overtime assignment, then the officer on duty shall remain on duty until he can secure another officer to replace him. All extenuating circumstance shall be approved by the Chief, Deputy Chief, or the BFC. In the event no other officer is available to accept said job, and the extenuating circumstances are approved by the Chief, Deputy Chief, or BFC, then the job will be offered to all grade "A" firefighters. They may accept the job or not, there will be no penalty to the grade "A" firefighter. If no grade "A" accepts said job, then the officer on duty will be ordered in

1. Firefighters who are on the officer's list who are on duty and who are either regularly assigned or are working extra or are working special leave.
2. Grade "A" firefighters in seniority. If no grade "A" firefighter accepts, then the senior grade "A" firefighter will be ordered to take the assignment, unless there is a firefighter who is on the officer's list and is on duty as stated in step one (1), then he will be ordered to take the assignment regardless of seniority.

- C. Extra work for firefighters shall be scheduled in rotation among all firefighters, from a list of all firefighters. Such extra work and the hiring practices thereof shall be governed by the Extra Work Guidelines for the City of West Haven Fire Department Allingtown dated September 17, 2013, attached hereto at Appendix F. Any changes to the Extra Work Guidelines in effect at the signing of this contract must be mutually agreed upon between the Union and the City. The first firefighter contacted will be notified that he is first up on the overtime list and shall make himself available. In the event no other firefighter is available to accept said job, the first firefighter will be told he is first contacted. The job will then be offered to all Captains. They may accept the job or not, there will be no penalty to the Captain. If no Captain accepts said job, then the first firefighter contacted will be ordered in.

- D. For the purpose of this Article and Sections, EMT-Paramedic shall be considered a classification, and overtime shall be distributed to this class in the same manner as Section B and C above.

- E. When an Officer is out sick or injured the Board of Fire Commissioners may appoint an Acting Officer from the existing promotional list in accordance with the promotional guidelines, or in the absence of such promotional list the senior man. When a 2nd Officer is out more than 6 working days, the Board of Fire Commissioners may appoint an Acting Officer.

Section 3

All extra work performed to maintain manpower strength, or to provide additional manpower strength because of an emergency, such as snowstorms, shall be offered, in order, to the employees on the rotating extra work roster, established under Section 2 of this Article. Whenever any employee works extra, or refuses to work extra, only then, his name shall be placed at the bottom of such rotating extra work roster. If no employee accepts an extra work assignment, on a voluntary basis, the Chief, Deputy Chief or Duty Officer shall have the right to order the first employee who was offered such extra work assignment to perform such overtime assignment.

Section 4

No employee shall be allowed to perform an extra work assignment, (i.e.: swap/payback/overtime job), if they were on sick or injured leave, for a minimum of 24 hours, during the 24 hour period preceding an extra work assignment.

Section 5

After deducting injured days from the total of compensable absences, make up overtime will be calculated between Management and the Union.

ARTICLE XII VACATIONS

Section 1

Each employee who has completed 1 year, but less than seven (7) years, of service on June 30th of such fiscal year, shall receive an annual vacation leave of twelve (12) days with pay in such fiscal year.

Each employee who has completed, or will have completed, seven (7) years but less than ten (10) years of service on June 30th of such fiscal year, shall receive an annual vacation leave of fourteen (14) days with pay in such fiscal year.

Each employee who has completed, or will have completed, ten (10) years, but less than fifteen (15) years of service on June 30th of such fiscal year, shall receive an annual vacation leave of eighteen (18) days with pay in such fiscal year.

Each employee who has completed or will have completed fifteen (15) years of service but less than twenty (20) years of service on June 30th of such fiscal year, shall receive an annual vacation leave of twenty two (22) days with pay in such fiscal year.

Each employee who has completed or will have completed twenty (20) years of service but less than twenty five (25) years of service on June 30th of such fiscal year, shall receive an annual vacation leave of twenty eight (28) days with pay in such fiscal year.

Each employee who has completed or will have completed twenty five (25) years of service on June 30th of such fiscal year, shall receive an annual vacation leave of thirty (30) days with pay in such fiscal year.

- A. Anyone hired before July 1st, upon completion of one (1) year of service will be prorated 1 day per month to July 1st of the upcoming fiscal year.

Section 2

Employees shall be permitted to select their vacation leave throughout the fiscal year, except that no employee may be on vacation leave during a period which includes Thanksgiving Day, Thanksgiving Night, Christmas Eve Day, Christmas Eve Night, Christmas Day, Christmas Night, New Year's Eve Night and New Year's Day, New Year's Night, Easter Day, Easter Night, Memorial Day, Memorial Night, July 4th Day and Night, and Labor Day and Night. Any Employees who wish to be off duty on any of the above listed days and nights may secure a swap or secure their own relief within rank, independent of the established rotating overtime list. When securing relief, if a member accepts the shift, the firefighter who solicited the shift will then be charged vacation time to cover the shift for the purposes of overtime. Employee may take all day or all night tours, or any combination. For the purpose of this section, a day is from 8:00 AM to 6:00 PM and a night is from 6:00 PM to 8:00 AM. If an employee wishes to take a vacation day he shall notify the Duty Officer no later than 0700 hrs for day shift and no later than 1500 hrs for night shift. Vacations and Special Leave may be denied for mandatory training scheduled at least ten (10) days in advance, unless properly documented prior to the beginning of the 10-day period.

Section 3

Any employee, who is entitled to vacation leave at the time of his retirement, shall receive vacation pay in lieu of such leave, computed on the basis of multiplying his regular hourly rate by twelve (12) hours for each working day of unused vacation. In the event that the employee is entitled to vacation leave at the time of his death, his widow, or if he is not survived by a widow, his children, as per pension up to and including age 18, shall receive vacation pay on the same basis as that to which the employee was entitled at the time of his death.

Section 4

If an employee terminates his/her employment or retires, they shall be paid for the vacation they have earned. This will be computed by taking the employee's yearly-vacation leave, dividing it by twelve to get the monthly allotment, and multiplying it by the number of months worked in the fiscal year. Any partial day will be rounded to the next highest number.

ARTICLE XIII SICK LEAVE

Sick leave is defined as an employee's absence from duty because of his illness or a non-service related injury; or the serious illness or injury of his spouse or child that requires his home attendance. Sick leave taken for the purpose of a spouse or child shall be limited to three (3) days for one injury or illness. These three (3) days are inclusive of the fifteen (15) days allotted (twelve (12) days allotted for employees hired on or after ratification and approval of this

Agreement that expires on June 30, 2022), and have to adhere to established City sick time guidelines.

Section 1

Sick leave will be based on fifteen (15) days per year, accumulation to one hundred seventy five (175) days. Employees hired on or after ratification and approval of this Agreement that expires on June 30, 2022, shall be entitled to twelve (12) sick days each fiscal year, accumulation to one hundred seventy-five (175) days.

- A. After any employee has been out of work for more than two (2) days sick, or sick leave abuse is suspected, upon request from the Chief or his designee, he must submit a doctor's note to the Chief's office.
- B. Members with non-service injuries or medical conditions are subject to an independent medical exam at the discretion of Management, to determine the ability to perform full duties.

Section 2

At the time of retirement in accordance with the age and years of service requirements set forth in the defined pension plan (which will also apply to employees in the defined contribution plan), said employee will be paid for up to one hundred and ten (110) days at a rate of six (6) hours pay per day of his accumulated time.

Payment for each day of unused sick leave (as set forth in Section 2) shall be paid at the time of retirement, or at the employee's option, applied to early retirement. If an employee has unused sick leave at the time of his death, his widow, or if he is not survived by a widow, his children shall receive payment for such unused sick leave.

Section 3

If an employee terminates his/her employment or retires, they shall be paid for the sick days they have earned.

Section 4

If an employee has unused sick leave at the time of his death, his widow, or if he is not survived by a widow, his children shall receive payment up to a maximum one hundred fifteen (115) days for such unused sick leave.

ARTICLE XIV INJURY LEAVE

Section 1

Each employee who is injured or disabled in the performance of his duties shall be entitled to injury leave with full pay from the date of injury until such time as he is able to return to duty or

reaches the point of maximum recovery, whichever comes first. However, at the discretion of the City, the employee shall have a physical examination by a physician designated by the City certifying his ability to perform his duties.

- A. Each employee who is working as an Acting Officer who is injured or disabled in the performance of his duties, shall be entitled to injury leave at the pay rate of a Captain from the date of injury until such time as he is able to return to duty, or reaches the point of maximum recovery, whichever comes first.

Section 2

The City shall pay the hospital, medical and drug expenses for each employee who is injured or disabled in the performance of duty, provided he reports such injury or disability to his superior officer as soon as he becomes injured or disabled. Furthermore, he must establish through proper evidence and/or witnesses that such an injury or disability was suffered in the performance of his duty and, provided ruled compensable by compensation commissioner. Any employee making a claim under this section shall cooperate with the City on such claim. Reimbursement for employee expenditures shall be made by the City on the next pay period following expenditure. Employee must use a participating pharmacy whenever possible.

Section 3

The Union agrees that any employee on injury leave shall sign an authorization form similar to that attached to this contract, which will allow the City and the Chief of the Department the right to request the treating physician to issue medical status reports for the injury in question, and to inspect and copy the medical records of said employee for said injury. If an employee is on a job connected or compensable injury leave for one (1) year or more and has reached maximum medical improvement, the City will have the right to petition the Pension and Retirement Board for said employee's retirement.

ARTICLE XV SPECIAL LEAVE

Each employee shall be granted special leave (defined as a "swap") for any day or any night which he is able to secure another employee to work in his place, provided:

- A. Such substitution does not impose any additional cost on the City.
- B. The Chief, Deputy Chief or Duty Officer is notified not less than one (1) hour prior to it becoming effective, except in the case of an emergency, notification may be made by telephone.
- C. Neither the Department nor the City is held responsible for enforcing any agreements made between employees.
- D. Such substitution is within classification only.

- E. Special leave may be denied by the shift commander, weekdays only, in the event of a previously scheduled mandatory training for which proper notification is posted at least 10 days in advance.
- F. An employee may accept overtime, extra work or a regular work assignment, and secure another employee to work in his place. The original employee accepting said overtime, extra work or regular assignment shall be paid. The employee obligated through proper documentation to fulfill the swap is held responsible for the job. Upon the failure to meet that responsibility, that employee shall sustain the loss of vacation time to cover said shift.

ARTICLE XVI INSURANCE PLANS

Section 1

Effective July 1, 2019, a \$2,000/\$4,000 HDHP will be implemented and will replace the Blue Cross Century Preferred Point of Service Plan. The City will contribute to the employee's HSA each plan year 50% of applicable deductible for either single coverage or single plus one or family coverage. Employees must be enrolled in the HDHP for the entire plan year or, if a new employee, for the plan year in which (s)he enrolls. The City's contribution towards the applicable deductible for new employees who select the HDHP will be prorated based upon the month in which the employee begins employment. Employees who choose to be covered by the HDHP, but legally cannot have a HSA, will be covered by an IRS approved Health Reimbursement Arrangement ("HRA"), meaning they will be reimbursed up to 50% of the applicable deductible for out-of-pocket medical expenses incurred when utilizing the HDHP.

Effective no later than July 1, 2023, the City will provide to eligible employees the State Partnership Plan 2.0 (the "SPP"). If an employee (or spouse or dependent(s)) does not comply with the wellness provisions/requirement of the SPP, known as the Health Enhancement Plan ("HEP"), the employee will be responsible for penalties issued for non-compliance in accordance with the SPP.

Effective July 1, 2022, the cost share shall be at 13% for the SPP. Effective July 1, 2023 the cost shares shall be at 14% for the SPP. Effective July 1, 2024, the cost share shall be at 14.5% for the SPP.

Beginning July 1, 2019, the City shall provide a payment for employees that waive single coverage, in the amount of \$2,000, and single plus one or family coverage in the amount of \$4,000. Payment will be made annually during the first payroll period in January (paid in arrears back to July 1st) and the first payroll period in July (paid in arrears back to January 1st). However, employees are not eligible to receive a payment in lieu of health benefits if they receive coverage as a spouse, partner, child, dependent or otherwise under any City or Board of Education health insurance plan.

In addition, the following coverage to employees and their dependents:

1. Full service dental plan with riders A, B, C, and D; and

2. Vision care supplemental coverage will be provided for employees and covered dependents at an annual amount of \$85.00 for frames and \$85.00 for prescription lenses.

Section 2

At retirement, health benefits shall be provided to retirees in accordance with the insurance plan(s) being offered to bargaining unit members, which will change from time to time as a result of negotiations with the bargaining unit. An employee's spouse who is married to the employee (hired before ratification and approval of this Agreement that expires on June 30, 2022) at the time of retirement will be covered until death or remarriage; and dependents as required by law. The premium cost share in retirement shall be equal to the amount paid by active members of the department which will change from time to time as a result of negotiations with the bargaining unit. Medicare shall be the primary coverage for an employee and spouse who become age eligible for Medicare. The City shall provide the supplemental coverage as offered to other West Haven general government employees, known as Plan F. Said coverage shall require an annual premium share contribution being paid by active employees, not to exceed the amount of \$1,500.00 for single or \$2,500.00 for employee plus spouse.

The terms of this Section 2 shall be applicable to those covered by both Sections 1 and 2 of this Article. However, the City will cover the cost of retiree health insurance, in accordance with this Section, for an employee/retiree only who was hired on or after ratification and approval of this Agreement that expires on June 30, 2022.

Section 3

- A. Effective July 1, 2007, life insurance coverage will be \$50,000 until retirement. All life insurance coverage will be canceled upon retirement or termination. Employee will have the option to continue coverage at his own expense.
- B. The City shall be allowed to seek other insurance carriers as long as coverage provided is at least equal to the existing plans. Any change shall be with mutual agreement.
- C. The City shall provide all employees a copy of all medical benefits and riders.

ARTICLE XVII LEAVE OF ABSENCE WITHOUT PAY

Section 1

The Board of Fire Commissioners may grant a leave of absence without pay to any employee, upon his request, for a period not to exceed one (1) year. Upon expiration of an approved leave of absence, or earlier if so requested by such employee, he shall be reinstated in the position held at the time leave was granted, provided he is physically able to perform the duties of such position. Said employee shall take a physical examination by a physician designated by the City at the expense of the City before being reinstated to his position. In no case shall such leave be granted for the sole purpose of accepting other employment or self-employment. However, an

employee, whose principal reason for taking a leave of absence is for reason other than seeking new employment, may be employed during such leave.

Section 2

An employee on leave of absence may, at his option, remain a member of any such insurance plan, such as Blue Cross, Blue Shield, Major Medical, etc., if he pays all premiums needed to pay for such insurance coverage. However, if an employee is on leave of absence due to service in a Military organization of the United States, he will maintain all benefits provided for in this agreement, and will accrue all seniority earned while on such leave, and will remain in such insurance programs if he pays all premiums needed to pay such insurance, and will remain in the Pension program provided he makes the pension contributions provided for in this agreement.

ARTICLE XVIII MILITARY LEAVE

Any employee who returns from Military Service, and within ninety (90) days of the date of his discharge from such service, requests reinstatement to the Fire Department, shall be reinstated to the position held at the time he left for the Military Service, provided such service does not exceed four (4) years, and he shall be paid at the same rate of pay he would be receiving if he had continued his service in the Fire Department instead of being on military leave. Any accumulated sick leave to his credit shall be returned to an employee so reinstated. Such employee's pension rights, vacation, and other seniority rights shall accumulate during such military leave.

ARTICLE XIX SENIORITY

Section 1

Seniority shall consist of relative length of accumulated services of each employee in the City. An employee's length of service shall not be reduced by time lost due to sick or injury leave. Employees who have the same length of service in the City shall be placed on the seniority list in the order they appeared on the eligibility list from which they were appointed to the City. A copy of all such eligibility lists shall be given to the Union by the City.

Section 2

In the event of a reduction in the work force, all layoffs shall be made in inverse order of Departmental Seniority. Any subsequent hiring shall be confined to the previously laid off employees by hiring the last employee laid off who has not been subsequently rehired until all such laid off employees have been offered reinstatement.

Section 3

The City shall provide a seniority list to the Union on an annual basis.

ARTICLE XX UNION ACTIVITY PROTECTED

Except for the right to strike, or to withhold services which are hereby prohibited, all other Union activities are protected, except as such activities are restricted by or in conflict with other provisions of this contract. Nothing shall abridge the rights of any duly authorized person or representative of the Union to present the views of the Union to the citizens on issues which affect the welfare of its members.

ARTICLE XXI SPS DUTY

Section 1

Whenever any private person or organization is required or shall seek the services of the employees of the City for SPS duty, such work shall be rotated by the Chief, Deputy Chief or Duty Officer of the City among those employees who volunteer for such work during their off duty hours. Whenever an employee works such an assignment or refuses such an assignment, his name shall be placed on the bottom of the SPS rotating roster.

The rate of pay shall be as follows:

- A. July 1, 1999, the hourly rate will be time and one half of the employee's hourly rate for the hours worked; minimum of 4 hours.

ARTICLE XXII PROBATIONARY PERIOD

Section 1

To enable the Board of Fire Commissioners to exercise sound discretion in the filling of positions within the Fire Department, no appointment to the position of Firefighter shall be deemed final and permanent until after expiration of one (1) year probationary service, and no appointment to a promotional position above the rank of Firefighter shall be deemed final and permanent until after the expiration of the one (1) year of probationary service. Days not worked in excess of five (5) will not count towards the probationary period. During the probationary period of any employee, the Board of Fire Commissioners may extend the probationary period up to but not to exceed eighteen (18) months; also the Board of Fire Commissioners may terminate the employment of such employee, or in the case of a promoted employee, return him to his former classification, if, during this period upon observation and consideration of his performance of duty, they shall deem him unfit for such appointment. Nothing contained herein shall be used to deny any employee of any rights or any benefits to which he may be entitled under the pension or retirement provisions covering employees in the bargaining unit.

Section 2

All newly hired firefighters shall be required to attend the Connecticut Fire Academy ("CFA") recruit firefighter class, or its equivalent, within the first year of employment (if possible). This excludes weekend classes.

The provision of this section shall not apply to newly hired firefighters that were previously employed with another career fire department and has been certified as equivalent to the Standard of the CFA as long as said individual was employed as such in the last 18 months.

However, the provisions of ARTICLE VIII Section 4, shall still apply for orientation and performance assessment purposes.

Newly hired firefighter staff who are required to attend a training academy as per this agreement shall receive a twelve dollar (\$12.00) lunch allowance and a fifteen dollar (\$15.00) dinner allowance if school is outside New Haven. In the event that meals are provided by the State of Connecticut Fire Department Training School, the meal allowance will not be issued to the employee attending such training event. No overtime shall be paid to an employee for time spent traveling to and from school. Said employee shall receive a mileage allowance as set forth by the State of Connecticut. If available a City vehicle will be provided. No mileage allowance will be paid if City vehicle is used.

ARTICLE XXIII SAVINGS CLAUSE

Section 1

The City retains all rights it had prior to the signing of this contract, except such rights that are relinquished or abridged by this contract.

Section 2

All other job benefits enjoyed by employees, which are not specifically provided for or abridged in this contract, are hereby protected by this contract.

ARTICLE XXIV WAGES

The wages for all employees shall be set forth in Appendix A, hereto.

FY 2022-2023 – 2.5% GWI (retroactive to July 1, 2022)

FY 2023-2024 – 2.5% GWI

FY 2024-2025 – 2.5% GWI

ARTICLE XXV RETIREMENT AND PENSION

Section 1

Effective July 2, 2012, the City entered into an Assumption Agreement with the former Allingtown Fire District and West Haven Professional Firefighters IAFF Local 1198, AFL-CIO, whereby the City accepted and assumed all ongoing funding and administrative responsibility with respect to a defined benefit Pension Plan between Allingtown Fire District and the Union, bearing an effective term July 1, 2008-June 30, 2013. Coincident with the signing of this labor contract, the City and the Union are entering into a successor agreement with respect to the assumed Pension Plan, bearing an effective date of July 1, 2013. Any bargaining unit member who was a Member of the defined benefit Pension Plan and an employee of the Fire Department as of June 30, 2013, shall continue to be eligible for participation in that Pension Plan, according to its terms.

As to the defined benefit Pension Plan effective July 1, 2013, there shall be a lifetime lockout for all employees who were members on November 27, 2013. The members shall pay an additional $\frac{1}{2}$ percent (over the current contribution rate) every other year for 10 years, beginning with the fiscal year 7/1/14 and in even years thereafter as a pension contribution and shall pay an increase of 1% in year 11 (7/1/25) of this agreement as a pension contribution. For retirements after November 27, 2013, increases to pension payment will only be based upon an average of the four quarters of CPI-W (as issued by the Federal Bureau of Labor Statistics) ending on 12/31 of the calendar year. The increase (based upon that CPI-W average for the previous year) will then be effective at the beginning of the new fiscal year (July 1).

Section 2

The defined benefit plan as more fully described in Section 1 above, shall be closed to any future employees of the City of West Haven Fire Department Allingtown and all employees hired after July 1, 2013 shall be entitled to participate in the City of West Haven Defined Contribution Plan as more particularly described in the documentation provided to the Union negotiating committee during the course of the talks relating to the signing of this contract. The City shall proceed in accordance with Federal and State law to provide any employee so covered with coverage under the Federal Social Security Administration benefit plan and shall have appropriate payroll deductions made. The City will provide coverage under its Long Term Disability Plan to any bargaining unit fire personnel hired on or after July 1, 2013 and not otherwise covered by a defined benefit plan offered by the City.

ARTICLE XXVI FUNERAL LEAVE

Each employee who is scheduled for duty shall be granted leave with pay in the event of a death in his immediate family. Such leave shall start on the day of death and continue through and include the day of burial, except that in no event shall such leave be more than two (2) twenty-four (24) hour shifts. Such special leave may be extended at the discretion of the Board of Fire Commissioners or the Chief.

For the purpose of this article, the term "immediate family" shall mean and include the following: mother, father, mother-in-law, father-in-law, sister, brother, wife, child, grandparents and grandchildren, step mother/father, step brother/sister and step children. In addition, each employee shall be granted one (1) twenty-four (24) hour shift of funeral leave to attend the funeral services or wake of his aunt or uncle, and his wife's aunt or uncle, and his wife's brother, sister, grandparents, niece or nephew.

ARTICLE XXVII RESIDENCY

All employees, on the effective date of this agreement, may reside within a twenty five (25) mile radius from City of West Haven's limits within the State of Connecticut. Any member may petition the Board of Fire Commissioners to have their residency clause waived.

ARTICLE XXVIII UNIFORMS AND ALLOWANCE

Section 1

Uniforms shall be issued to all bargaining unit employees in the following manner:

- A. All new employees shall be issued a complete dress uniform and two full sets of work uniforms to include both summer and winter clothing. In addition, the department shall provide initial issue and as needed, complete turnout gear to include helmet, coat, trousers, boots, gloves, t-shirts, Blauer jacket, hoods and personal SCBA AV 3000 facemasks which will meet or exceed Connecticut OSHA requirements. Any accessories for the facemasks i.e., nosecones, corrective lenses, etc., will be purchased by the employee.
 - 1. Upon request the City will pay for a replacement Blauer type coat one (1) time only when said coat needs replacement.
- B. All other uniforms and protective clothing shall be distributed as follows:
 - 1. Effective and retroactive to July 1, 2022, the yearly clothing allowance will be five hundred dollars (\$500), which includes footwear. The increase in this benefit shall not be retroactive.
 - 2. All uniforms and turnout gear will remain the property of the City.
 - 3. As of July 1, 1993, numbered badges will be instituted by seniority. An employee may keep his badge after retirement. New members will receive new numbered badges, which will reflect their seniority.
 - 4. Glove replacement: When firefighting gloves are lost, the department will replace said gloves, with the cost of the gloves to be deducted from their clothing allowance.

Employees may wear dress uniform or work clothes back and forth to work. Work clothes must be kept neat and clean and in good condition.

The City shall reimburse employees up to two hundred fifty dollars (\$250) per year for the cost of a gym membership upon proof of payment.

The duration of this contract shall extend through June 30, 2025, as it applies to all provisions of this agreement. Either party wishing to terminate, amend or modify such contract, must so notify the other party, in writing, no more than one hundred and fifty (150) days prior to the expiration date of the contract. Within fifteen (15) days of the receipt of such notification by either party, a conference shall be held between the City and the Union Negotiating Committee for the purpose of such amendment, modification or termination.

Promotions to all ranks within the permanent staff, below that of Chief, Deputy Chief, and Superintendent of Apparatus, shall submit to a written and oral examination.

1. The weights of each section of the examination shall be as follows:
Written - 60% Oral - 40%
2. Candidates for promotion shall pass the written and the oral section of the examination each with a score of seventy percent (70%) or higher. If all candidates fail, a new test for that position shall be administered. If the position being tested for has only one (1) eligible candidate and he fails to reach a passing grade, the next examination to be given shall be open to that rank and the next lowest rank of those qualified members. (Ex. If the only Captain fails the examination for that position of Assistant Chief, the next examination shall be opened to that of eligible Grade A.)
3. All written examination shall be conducted by an independent, impartial testing authority for the purpose of establishing an eligibility list from which promotion shall be made. Both parties shall select a monitor for this portion of the examination. The City monitor will coordinate all aspects of the exam; test locations, date, time, and arrangements of the oral board and the opening of test results.
4. Anyone who signs up to take the written test and fails to attend the examination will be assessed the cost of the test booklet.

5. All candidates successfully completing the written examination shall sit before an oral board. The oral board shall consist of not more than three (3) individuals who are actively engaged in the fire service, and be of a higher rank than the position being tested for, and shall not be selected from the City of West Haven, or any city or town bordering the city limits of West Haven. Both parties shall agree upon a monitor for this portion of the examination process. The Union and the City agree to place a representative to observe both the written and oral portions of the testing process.
6. Any permanent member of the staff, who has attained Grade "A" firefighter status, and has served as such for a period of two (2) continuous years, shall be eligible to take a promotional examination, for the next highest rank of classification. No person shall be eligible to take an examination, for the next highest rank or classification, unless or until they have served for a period of two (2) continuous years in the next lowest rank of classification immediately preceding the date of said examination.
7. The Board of Fire Commissioners shall select the member who is ranked first (1st) on all examinations for promotion.
8. All promotional lists shall be promulgated for a period of three (3) years. The Union shall be notified of the start and expiration dates of the lists.
9. The Board of Fire Commissioners shall fill any and all vacancies that are covered by this procedure, which arise within the Department, from the eligibility list provided for in subsection eight (8) hereof, within ninety (90) days from the date said vacancy occurs. If no list is established, the Board of Fire Commissioners will have an additional ninety (90) days to establish a list.
 - A. Any personnel appointed to the Captains position through the testing procedures shall within one year or according to the Connecticut State Schedule, achieve EMT status and hold that certification of EMT for fifteen years.
 - B. Newly appointed Captains shall achieve Officer One (1) status and Instructor One (1) status as these state classes become available.
10. A general bibliography of material to be used in the written portion of the examination shall be posted.
11. In each promotional examination, consideration for education shall be given in the following manner, any combination not to exceed 6 points total. The points are broken down into the following classes; there will be no stacking of points within the same classification.
 - a. Emergency Medical Technician (EMT) 1 point
 - b. Paramedic 2 points (MAXIMUM OF 2 POINTS)

- c. Associates Degree, or higher, in Fire Technology or related courses from an accredited educational institution. 4 points
 - d. Firefighter II 3 points
 - e. Fire Instructor I 2 points
 - f. Fire Instructor II 3 points
 - g. Fire Officer I 2 points
 - h. Fire Officer II 3 points
12. The Union and the City agree to have representation from the Union present upon opening of the exams and tabulating of the final test results. All test results will be available after tabulating the scores of the written and oral portions of the exam.

ARTICLE XXXI JURY DUTY

Section 1

In accordance with (Connecticut general Statute Section 51-247) as amended by P.A. 91-160.

Full-time employed jurors will be paid regular wages by their employers for the first five (5) days of jury services or part thereof. Jurors who serve more than five (5) days shall be paid by the state for the sixth day and each day thereafter at the State of Connecticut prevailing rate for a juror.

The City will adhere to the above when the employee is scheduled to work a day shift of duty. After the first five (5) days of jury duty, the City will pay the employee his salary and the employee will sign their State of Connecticut check over to the City. If the employee is not scheduled to work a regular tour of duty, he will retain his daily payment.

This agreement does not include voluntary jury duty.

APPENDIX A WAGES

Hourly salary plan effective and retroactive to July 1, 2022 - 2.5%

<u>Classification</u>	<u>Grade A</u>	<u>Grade B-2</u>	<u>Grade B-1</u>	<u>Grade C-2</u>	<u>Grade C-1</u>
Firefighter	\$31.88	\$29.54	\$28.46	\$27.02	\$24.55
Captain	\$35.73				
Supt. & Mechanic	\$35.91				

Hourly salary plan effective July 1, 2023 - 2.5%

<u>Classification</u>	<u>Grade A</u>	<u>Grade B-2</u>	<u>Grade B-1</u>	<u>Grade C-2</u>	<u>Grade C-1</u>
Firefighter	\$32.67	\$30.28	\$29.18	\$27.69	\$25.16
Fire Captain	\$36.62				
Supt. & Mechanic	\$36.80				

Hourly salary plan effective July 1, 2024 - 2.5%

<u>Classification</u>	<u>Grade A</u>	<u>Grade B-2</u>	<u>Grade B-1</u>	<u>Grade C-2</u>	<u>Grade C-1</u>
Firefighter	\$33.49	\$31.04	\$29.91	\$28.39	\$25.79
Fire Captain	\$37.54				
Supt. & Mechanic	\$37.72				

Section 1

Any firefighter who has less than one (1) year of service shall be paid at step C-1 of the salary schedule. Any firefighter who has one (1) year but less than two (2) years of service shall be paid at step C-2 of the salary schedule. Any firefighter who has two (2) or more years of service shall be paid at step B-1 of the salary schedule. Any firefighter who has three (3) or more years of service shall be paid at step B-2. Any firefighter who has four (4) or more years of service shall be paid at step A.

A. For all employees hired after July 1, 1998:

<u>Years of Service</u>	<u>Pay Class</u>
0-1 year	C-1
1-2 years	C-2
2-3 years	B-1
3-4 years	B-2
4 + years	A

Any Firefighter who has completed one (1) year as a Grade B-2 Firefighter shall be moved up to Grade A level.

In addition to the wages set forth above, employees who successfully certify as Emergency Medical Technicians and Emergency Medical Paramedics with medical control from the Participating Sponsor Hospital shall receive an education allowance in the following amounts:

Emergency Medical Technician

Effective and retroactive to July 1, 2022: \$3,500

July 1, 2023: \$3,600

July 1, 2024: \$3,700

EMT-Paramedic

Effective and retroactive to July 1, 2022: \$5,500

July 1, 2023: \$5,700

July 1, 2024: \$5,900

Payments of said amount shall be made upon initial certification and within thirty (30) days of the anniversary of such certification in each fiscal year, if certification is maintained. Effective 1-1-02 all employees hired after such date will be paid this stipend upon completion of (1) yr of service within 30 thirty days of said date, and then paid annually within 30 thirty days of said employees anniversary date of hire.

Personnel who are on duty for any required Continuing Medical Education will be replaced by the Department provided this education is not offered within the City of West Haven while on duty (not including CME). Effective July 1, 2022, personnel who are off duty will be paid one hundred (\$100) dollars per class, provided attendance form is completed and turned in to the Chief. Effective July 1, 2023, off duty personnel who attend such classes will be paid one hundred twenty-five (\$125) dollars per class, provided attendance form is completed and turned in to the Chief, and effective July 1, 2024, off duty personnel who attend such classes will be paid one hundred fifty (\$150) dollars per class, provided attendance form is completed and turned in to the Chief. This includes EMT recertification, Skills days, CME's and tests. All Paramedics and EMT's must maintain their certification per call of the exam.

The City will provide up to two (2) Day Shifts of paid relief to attend any training class or seminar approved by the Chief's office. The City will also cover the cost of the class fee to reimburse the employee upon successful completion and provided the proper documentation is provided to the Chief's office.

Educational Stipend:

Must be fire related degrees; documentation to be provided to the Chief. Stipend to be paid for the highest achieved degree, non-cumulative.

Associates Degree	\$300.00
Bachelors Degree	\$400.00
Masters Degree	\$500.00

Yearly State Certification

Firefighter I	\$75.00
Firefighter II	\$100.00
Firefighter III	\$125.00
Fire Service Instructor I	\$150.00
Fire Officer I and II	\$175.00
Fire Officer III/IV	\$250/\$300 upon ratification of the July 1, 2022 - June 30, 2025 cba

APPENDIX B FIRE DEPARTMENT WEIGHT PROGRAM AMENDMENT

Discussions shall continue with the Chief, Deputy Chief, and the Union leadership regarding a mutually agreeable Body Mass Index ("BMI") plan. If the parties are unable to agree on such a plan by December 31, 2014, either party may submit the issue to the State Board of Mediation and Arbitration for resolution through binding interest arbitration. Meanwhile, the existing language carried over from the July 1, 2007-June 30, 2013 contract set forth below shall remain in effect except as amended below.

Section 1

All members, listed below, shall not gain an amount in excess of 10% of their weight, as of the February 1, 1979 weigh in, for the duration of this contract:

FF Stephen G. Panza	155
FF Richard R. Innamorato	
FF Peter R. Redding	
FF Joseph M. DeGrand	
FF Michael A. DiMassa	
FF Roman Oleschuk	
FF Stephen A. Grodzicki	
FF Kevin W. Scanlon	
FF Paul B. Martus	
FF Jason W. Cameron	
FF Nicholas P. DeMaio	

Section 2

There shall be a weigh in of all bargaining unit employees on or about the 1st of February and the 1st of August, yearly. If any employee exceeds the weight, as prescribed above, at each weigh in, he shall be suspended for one (1) day, without pay, and without benefit of any substitute penalty.

Section 3

At the expiration of said contract, those members who are subject to the 10% weight gain differential shall be re-evaluated by the Commission and representatives of the bargaining unit.

Section 4

If any member of the bargaining unit is unable to maintain his prescribed weight or weight gain, as the case may be, because of medical reasons, he shall be exempt from punitive action, provided he furnishes the Chief of the department with a written opinion from the City medical Doctor supporting such medical reasons.

**APPENDIX C
CITY FIRE DEPARTMENT
ALCOHOL AND DRUG POLICY**

Discussions shall continue with the Chief, Deputy Chief, and the Union leadership regarding a mutually agreeable plan for random drug testing. If the parties are unable to agree on such a plan by December 31, 2014, either party may submit the issue to the State Board of Mediation and Arbitration for resolution through binding interest arbitration. Meanwhile, the existing language carried over from the July 1, 2007-June 30, 2013 contract set forth below, shall remain in effect except as amended below.

1. PURPOSE: The purpose of this policy is as follows:

- a. To establish and maintain a safe, healthy working environment for all members;
- b. To insure the reputation of the City Fire Department and its firefighters as good, responsible citizens worthy of public trust;
- c. To reduce the incidents of accidental injury to persons and property;
- d. To reduce absenteeism, tardiness, and indifferent job performance;
- e. To provide assistance toward rehabilitation for any member who seeks the Fire Department's help in overcoming any addiction to, dependence upon, or problem with alcohol or drugs.

2. DEFINITIONS:

- a. Alcohol or alcoholic beverages- means any beverage that contains an alcohol component;
- b. Drug- any substance (other than alcohol), capable of altering the mood, perception, pain level or judgment of the individual consuming it;
- c. Prescribed drug- means any substance prescribed for the individual consuming it by a licensed practitioner;
- d. Illegal drug- means any drug or controlled substance; the sale or consumption of which is illegal;
- e. Supervisor- means an officer or acting officer who is the member's immediate supervisor or higher in the chain of command;
- f. Employee Assistance Program- means the employee assistance program provided by the City Fire Department.

3. EMPLOYEE ASSISTANCE PROGRAM:

- a. Any member who feels that he/she has developed an addiction to, dependence upon, or problem with alcohol or drugs, legal or illegal, is encouraged to seek assistance. Entrance into the Employee Assistance Program can occur by self-referral, recommendation or referral by a supervisor.
- b. Request for assistance through "recommendation" or "supervisor referral" will be treated as confidential. "Self-referral" confidentiality will be maintained between the individual seeking help and employee assistance personnel.
- c. Rehabilitation itself is the responsibility of the member. For members enrolled in a formal treatment program, the City Fire Department will grant rehabilitation leave at full

pay up to accumulated sick leave. Out-patient care will be charged to sick leave. Members using up accumulated sick leave will be allowed to use vacation time.

TO BE ELIGIBLE FOR CONTINUATION OF EMPLOYMENT ON A REHABILITATION PAY BASIS, THE EMPLOYEE MUST PROVIDE CERTIFICATION THAT HE/SHE IS CONTINUOUSLY ENROLLED IN A TREATMENT PROGRAM AND ACTIVELY PARTICIPATING IN THAT PROGRAM. UPON SUCCESSFUL COMPLETION OF TREATMENT, THE MEMBER WILL BE RETURNED TO ACTIVE STATUS WITHOUT REDUCTION OF PAY OR SENIORITY.

4. VIOLATIONS:

ALCOHOL

No alcoholic beverages will be brought into or consumed upon Fire Department premises.

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

Any member whose off-duty use of alcohol results in any violation of City Fire Department's rules and regulations including, but not limited to, excessive absenteeism or tardiness, accidents or the inability to perform duties in a satisfactory manner, may be referred to the Employee Assistance Program for rehabilitation in lieu of disciplinary action. In the event the member refuses or fails rehabilitation, disciplinary action may be imposed under the terms of this policy and the collective bargaining agreement.

PRESCRIPTION DRUGS

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

Any member whose use of prescribed drugs results in any violation including, but not limited to, excessive absenteeism or tardiness, accidents or inability to perform duties in a satisfactory manner, may be referred to the Employee Assistance Program for rehabilitation in lieu of disciplinary action. In the event the member refuses or fails rehabilitation, disciplinary action may be imposed under the terms of this policy and the collective bargaining agreement.

ILLEGAL DRUGS

The use of an illegal drug or controlled substance or the possession of them on or off duty is cause for suspension or termination.

The sale, trade, or delivery of illegal drugs or controlled substances by an employee to another person is cause for suspension or termination and for referral to law enforcement authorities.

5. PROCEDURES

The procedures of the Fire Department in regard to members using, possessing, or under the influence of alcohol, drugs or chemicals while on duty are as follows:

- A. Members shall report to their place of assignment fit and able to perform their required duties and shall not by any improper act render themselves unfit for duty.

STEP 1 Supervisors who have reasonable grounds to believe a member is under the influence of alcohol, drugs or chemicals shall immediately relieve said member from duty in order to protect said member, and the public from harm.

STEP 2 The supervisor shall notify the duty chief immediately.

STEP 3 Reporting supervisor and duty chief will interview the member. If they both believe based on reasonable grounds that the member is under the influence of alcohol, drugs or chemicals, then said member will be taken to the hospital for evaluation.

STEP 4 The decision to relieve the member from duty should be documented as soon as possible. Both the reporting supervisor and the duty officer should document reasons and observations while the incident is clear in their minds.

STEP 5 If the member is willing to sign the appropriate release form, the hospital will perform the appropriate alcohol and drug tests.

- a. It should be made clear to the member before he signs a release form that the results will be made available to his/her supervisors and may be used in any disciplinary proceedings against the member.
- b. If the tests are not given or the results not provided the member will be considered in violation of this policy. The member will then remain off-duty for the remainder of the shift.

STEP 6 When an alcohol/drug test is administered the member will remain off-duty until results are available.

- a. When test results are positive the member will be assigned temporary light duty and may be referred to the Employee Assistance Program in lieu of disciplinary action.
- b. The Chief of City Fire Department shall make final determination whether member returns to active duty or remains off-duty regardless of test results.
- c. Rejection of treatment or failure to complete the rehabilitation program will be cause for suspension or termination.
- d. Upon successful completion of treatment, the member will be returned to active duty without reduction in pay or seniority.
- e. No member will be eligible for the Employee Assistance Program more than one time for the same addiction.

6. EFFECTIVE DATE NOTICE TO MEMBERS - STATE LAW

- a. This policy is effective immediately upon notification of members.
- b. All present and future members will be issued a copy of this policy.
- c. These policies will be implemented in a manner that will comply with all state and federal laws.

APPENDIX D

Any employee hired after July 1st, 1998, will not smoke during his/her tenure on the Department.
If a violation is found, the employee will be disciplined as such:

1st violation: Verbal warning

2nd violation: Written reprimand

3rd violation: Loss of 1 week's pay

4th violation: 30 day suspension and enrollment in smoking cessation program at the employee's expense.

5th violation: Termination

APPENDIX E DEPUTY FIRE MARSHAL

Basic Function

Works under the direction of the Fire Marshal when not working on shift to assist in the enforcement of local, state, and federal regulations, laws, and ordinances as they pertain to life safety and fire prevention.

Typical Duties (May include, but are not limited to the following):

- * Performs code enforcement inspections of properties to ensure compliance with applicable Codes, standards, regulations, and ordinances
- * Reviews plans for new construction and installation of fire protection systems to determine compliance with applicable codes and standards
- * Works with property owners, contractors, engineers, architects and others on fire protection requirements and recommendations
- * Inspects and tests fire alarm systems, fire sprinkler systems, detection equipment and other fire protection and control mechanisms
- * Investigates complaints of fire and life safety hazards and prepares abatement notices to property and business owners for the purpose of preventing the re-occurrence of hazardous conditions
- * Responds to fires and directs, assists, or conducts the investigation for the purpose of determining cause, origin, and the possibility of arson.
- * Conducts or coordinates public fire safety programs in schools and the community
- * Issues permits as required by Fire Marshals

Additional requirements

- * Required to be a State of Connecticut certified Fire Marshal
- * Must complete a minimum of ninety (90) hours of continuing education over three (3) years to maintain certification.
- * Complete any necessary training or certification as required by the State or local Fire Marshal.

Compensation

The stipend will be paid in the first pay period of February

2007 - \$2000

2008 - \$2300

2009 - \$2500

The stipend for subsequent years \$2500

In addition, will be compensated their hourly rate when required to attend continuing education (90 hours over a 3 year period)

Will not be replaced when on duty to attend continuing education classes unless deemed necessary by the State or Local Fire Marshal.

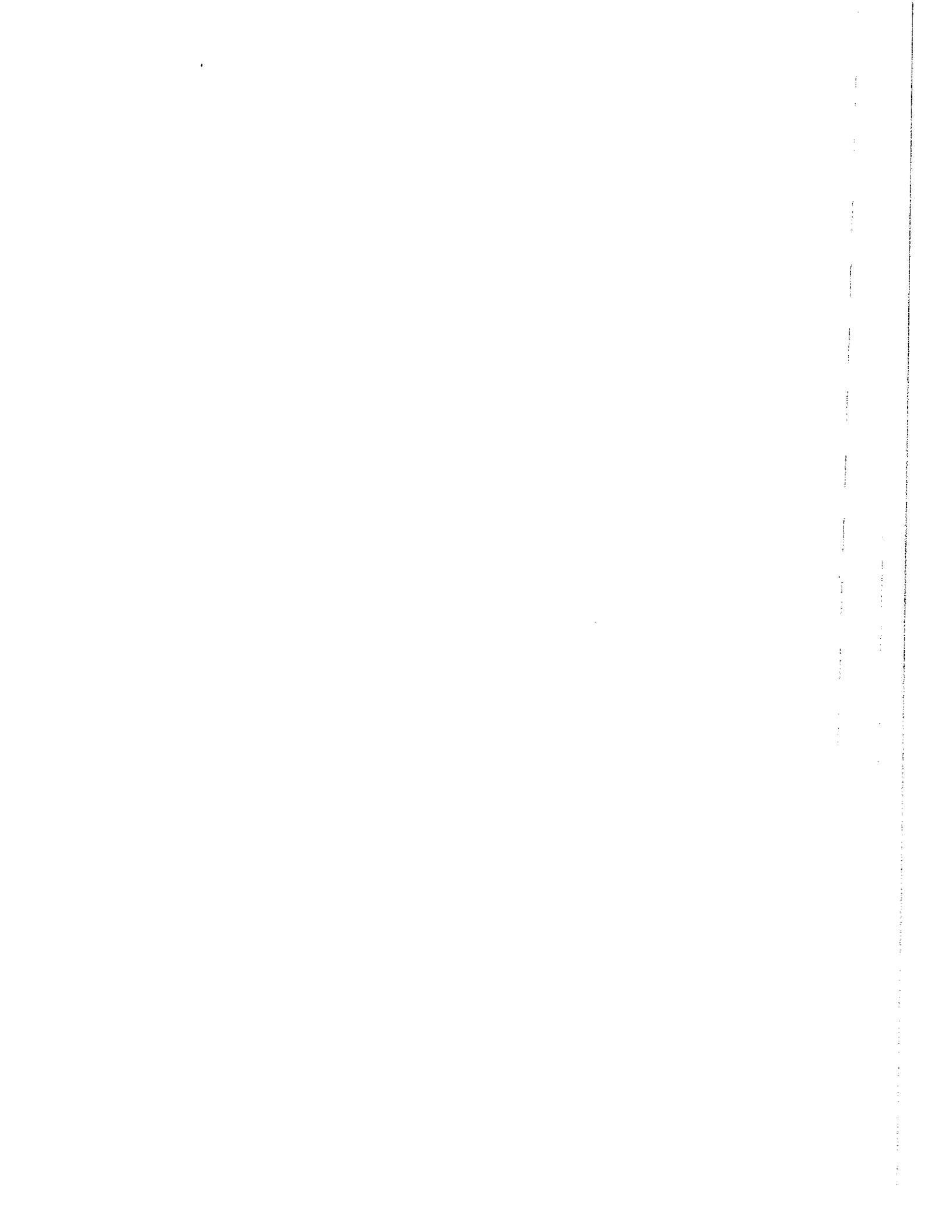
When available, may use City vehicles to attend classes.

Members promoted to management will no longer retain the rights to Appendix E.

APPENDIX F
OVERTIME GUIDELINES FOR CITY OF WEST HAVEN FIRE DEPARTMENT
09/17/2013

1. The following guideline has been agreed upon between the Union and City. Any changes to this document must be mutually agreed upon by both parties.
2. Extra work on the calendar greater than seven plus (7+) days in advance, shall be booked Monday mornings after 0900.
3. Extra work created less than seven days will be booked as it becomes available. Booking off an overtime job will result in the following:
 - A. More than 24 hours prior to start of job, you own the job until it is rebooked. If job is filled, you forfeit 1 square.
 - B. Less than 24 hours prior to the start of job, you own the job until it is re-booked. If job is filled, you forfeit 2 squares.
 - C. No penalty for death in the family or on the job injury.
4. Call back for overtime:
 - A. Calls/notification for overtime received more than 24 hours, a 1/2 hour call back is allowed before moving to the next person on the list. After 1/2 hour if no reply is received by the booking officer, a strike will be given. If a strike is present in the square a bye will be given.
 - B. Calls/notification for overtime received less than 24 hours, a 5 minute call back is allowed before moving to the next person on the list. After 5 minutes if no reply is received by the booking officer, a strike will be given. If a strike is present in the square a bye will be given.
5. Anyone may book on to work overtime.
6. The 1st person contacted will be notified they are 1st up and who the job is for. In the event no one accepts the job, the person contacted 1st shall be ordered in.
7. Overtime supersedes short swaps.
8. Employees are allowed no more than 2 phone numbers.
9. The Union Executive Board will mediate all disputes and consult with management prior to final decision.
10. For all jobs other than SPS, personnel will be allowed 1 strike per square. SPS will remain yes or no.

11. Vacation and sick days:
 - A. Day shift = 1 vacation or sick day.
 - B. Night shift = 1 vacation or sick day.
 - C. 24 hour shift = 2 vacation or 2 sick days.
12. Unavailability guide:
 - A. 1 vacation or 1 sick day, unavailable night before. (24 hours)
 - B. 1 vacation or 1 sick night, unavailable next day. (24 hours)
 - C. 2 vacations (day and night) 24 hours, unavailable for three 24 hour shifts.
 - D. Ex: VOOO, OVOO, OOVO, OOOV
 - E. Officer must be notified of your unavailable dates.
 - F. 2 sick days (day and night) 24 hours, unavailable for following 24 hours.
13. Personnel must notify the on duty officer prior to 7:00 a.m. or 3:00 p.m. to book off vacation or sick. In addition, the officer must be notified if 1 or 2 shifts will be booked.



SIGNATURES

IN WITNESS WHEREOF, the parties have caused their names to be signed this 19th
day of January, 2023.

CITY OF WEST HAVEN

**WEST HAVEN PROFESSIONAL FIREFIGHTERS
IAFF LOCAL 1198, AFL-CIO**

1/27/2023
By: Nancy R. Rossi
Nancy R. Rossi
Mayor

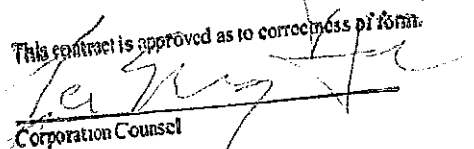
By: Stephen Grodzicki
Stephen Grodzicki
Union Representative

By: Patricia A. Alvino
Patricia A. Alvino
Director, Personnel &
Labor Relations

By: David Ribnick
David Ribnick
Staff Representative, UPFA

By: Michael R. Terenzio
Michael R. Terenzio
Fire Chief

This contract is approved as to correctness of form.


Corporation Counsel

1/24/2013