

Borough of Naugatuck

AND

**Naugatuck Fire Fighters Union
Local 1219, IAFF, AFL-CIO**

**COLLECTIVE BARGAINING
AGREEMENT**

July 1, 2024 - June 30, 2028

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PREAMBLE

This Agreement entered into by the Borough of Naugatuck, hereinafter referred to as the Borough and Local 1219, International Association of Fire Fighters, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the Borough and the Union; the establishment of equitable and peaceful procedures for the resolution of differences; and the establishment of rates of pay, hours of work, working privileges or benefits or any other matters that come within the general meanings of the terms – working conditions or conditions of employment – as provided in the Municipal Employee Relations Act of the State of Connecticut.

The Borough and the Union agree not to discriminate in any way against employees covered by this Agreement on account of membership or non-membership in the Union, race, religion, creed, color, national origin, sex, age, or political affiliation.

All references herein to the singular shall include the plural, and the plural shall include the singular, where the context so requires. Reference to one gender shall include the other gender where the context so requires.

ARTICLE I – RECOGNITION

Section 1.01: The Borough agrees to recognize the above designated Union as the sole and exclusive representative of all full-time paid employees of the Borough Fire Department excluding the Fire Chief, the Deputy Fire Chief, and the Fire Marshal, for the purpose of Collective Bargaining with respect to wages, hours and other conditions of employment.

ARTICLE II – UNION SECURITY

Section 2.01: The Borough agrees to deduct from the pay of all its employees in the fire department who elect to become members of the Union, who authorize such deductions of their wages, membership dues, assessments, initiation fees and reinstatement fees, as may be allowable by law, as may be fixed from time to time by the Union. The Borough agrees to remit all sums thus collected or deducted from the wages of its employees once each month together with a list of the names of those employees from whose wages the sums have been deducted and together with the amount deducted.

Deductions shall continue to be made unless the bargaining unit member advises the Town, in writing, that he/she elects to discontinue deductions provided that the Borough computer and payroll system has the capacity and ability to handle such deductions.

Section 2.02: The Union agrees to save the Borough harmless from any damages incurred by the Borough by reason of the carrying out of the deduction provisions of this Article, including the claim of the assignment of wages to the Union for initiation fees, assessments, reinstatement fees and membership fees, as allowable by law.

Notwithstanding the provisions of this section, the Borough reserves the right to protect the confidentiality of its records and the disclosure of those records shall be limited to matters directly related to any dispute that the Union is required to defend under this provision.

ARTICLE III – EMPLOYEES TO RECEIVE COPIES OF THE CONTRACT

Section 3.01: The Borough shall give each Union employee at the Fire Department and each new employee of the Fire Department, when hired, a legible copy of this Agreement. The Union shall reimburse the Borough one-half (½) the costs of said copies.

Section 3.02: The employee shall receive his copy of the contract within thirty (30) days of the signing of said contract.

ARTICLE IV – BULLETIN BOARD – UNION MEETING

Section 4.01: The Borough shall permit the Union reasonable and exclusive use of one (1) bulletin board in each firehouse for the posting of notices, bulletins, and other materials of interest to its members concerning Union business or activities affecting Union members.

Section 4.02: The Union shall continue to have reasonable use of the firehouse for the conduct of Union meetings.

Section 4.03: The maintenance of the bulletin board shall be the responsibility of the Union.

ARTICLE V – DISCIPLINARY ACTION

Section 5.01: No permanent employee shall be removed, dismissed, discharged, suspended, fined, reduced in rank or disciplined in any other manner except for just cause.

Section 5.02: If any employee is disciplined, and in the judgment of such employee and/or the Union, this action is taken by the Borough without just cause, he and/or the Union may, no later than fourteen (14) (excluding Saturday's, Sunday's and Holiday's) days after the date of such action, appeal in writing to the Mayor, the Mayor's designee, to have the action rescinded or to have the severity of the punishment reduced.

Within fourteen (14) (excluding Saturday's, Sunday's, and Holiday's) days after receiving an appeal, the Mayor or the Mayor's designee shall arrange to and meet with the employee and the Union's grievance committee, or the employee if not a Union member, for the purpose of attempting to resolve the dispute.

Section 5.03: If such employee is dissatisfied with the results of such meeting, he may, no later than fourteen (14) (excluding Saturday's, Sunday's, and Holiday's) days thereafter submit such dispute to arbitration by the Connecticut State Board of Mediation and Arbitration, which board shall hear the dispute and render a decision which shall be final and binding on the parties.

Said Board of Mediation and Arbitration shall have the power to uphold the action of the Borough or to rescind or modify such action, and such power shall include, but shall not be limited to, the right to reinstate a suspended employee with full back pay.

Grievances concerning the dismissal or discharge of a permanent employee shall be submitted to the American Arbitration Association rather than the Connecticut State Board of Mediation and Arbitration, with the American Arbitration Association having the same power as stated above regarding the Connecticut State Board of Mediation and Arbitration. In no case, however, will the arbitrator or arbitrators of the State Board of Mediation and Arbitration or the American Arbitration Association have the power to change, modify or otherwise amend this agreement.

Section 5.04: Nothing contained in this Article shall prevent any employee from representing himself in the appeal procedures as set forth in the Article. The Union shall be the exclusive representative for filing for Arbitration.

Section 5.05: Time Extensions - Time extensions beyond those stipulated in the above procedures may be arrived at by mutual agreement of both parties concerned in writing.

Section 5.06: Steps of Procedural Due Process - No Union member will be subject to indiscriminate discipline. Union members will only be subject to discipline by the Fire Chief and/or the Deputy Fire Chief. Union Supervisors can provide coaching to Union subordinates. The steps of Due Process will be as follows:

1. Informal meeting (counseling) with Fire Chief or in the absence of the Fire Chief, the Deputy Fire Chief and the Director of Human Resources to correct the situation;
2. Verbal warning of misconduct by the Fire Chief or in the absence of the Fire Chief, the Deputy Fire Chief (memorialized in writing, with a copy to his/her personnel file);
3. Written documentation of misconduct by the Fire Chief or in the absence of the Fire Chief, the Deputy Fire Chief (with a copy to his/her personnel file);
4. Formal charges filed against the Union member outlining what disciplinary action may be taken. Note: Formal charges will be in writing. Formal hearing before the Board of Fire Commissioners to determine what level of discipline will be administered.

All Rights of procedural due process of law shall be provided to all employees presented for discipline to the fire commission including notification of the charges in writing together with a brief description of the events and circumstances leading up to the charges, which notice shall be provided ninety-six (96) hours prior to the hearing (exclusive of Saturday, Sunday and holidays).

Section 5.07: Disciplinary action will be taken within thirty (30) days (excluding Saturdays, Sundays and holidays) of said infraction.

ARTICLE VI – GRIEVANCE PROCEDURE

Section 6.01: Purpose – The purpose of the grievance procedure is to settle employee grievances as expeditiously as possible.

Section 6.02: Definitions:

a. A “Grievance”, for the purpose of this procedure shall mean a claim or dispute arising out of the application and interpretation of the Articles and Sections of this agreement, except that any claim or dispute arising concerning disciplinary action shall be subject to the provisions of Article V only;

b. A “Grievant” shall mean any employee covered by this agreement and the employee’s Union Representative.

c. A “Day” for the purpose of this Article, shall mean a calendar day. (Excluding Saturdays’, Sunday’s, and Holiday’s)

Section 6.03: Procedure – A Grievance shall be processed in accordance with the following Three (3) steps:

Step No. 1 – If an employee has a grievance, within thirty (30) days of its occurrence, the employee and his representative, if represented, shall submit the grievance in writing to the Chief of the Fire Department, setting forth the nature of the grievance. Within seven (7) days after receiving such grievance, the Chief shall render his decision in writing to the aggrieved employee and his representative, if represented.

Step No. 2 – If the employee is not satisfied with the decision rendered by the Chief, the employee and his representative shall within seven (7) days of the receipt of the Chief’s decision; submit the grievance in writing to the Mayor or the Mayor’s designee. Within fourteen (14) days of the receipt of the grievance, the Mayor or the Mayor’s designee, as the case may be, shall hold a meeting to consider the grievance, to which meeting the grievant and the local Union Representative shall be invited to attend and make a presentation of the grievance.

The Mayor or the Mayor’s designee, as the case may be, shall render a decision, in writing, to the employee and his local union representative within fourteen (14) days of said meeting.

Step No. 3 – If the employee and his representative are not satisfied with the decision rendered in step 2, the Union may, within fourteen (14) days of the receipt of the Step 2 answer, submit the grievance to the State Board of Mediation and Arbitration for

arbitration. The decision rendered by the Arbitrator or Arbitrators shall be final and binding upon both parties. Said arbitrator or arbitrators shall not have the power to change, modify or otherwise amend this Agreement. The cost associated with the arbitration of any grievance shall be shared equally by the Borough and the Union.

Section 6.04: Time Extensions – Time extensions beyond those stipulated in this grievance procedure may be arrived at by mutual agreement of both parties concerned and in writing.

ARTICLE VII – UNION BUSINESS LEAVE

Section 7.01: Not more than two (2) Union officers and or negotiators shall be granted leave from duty with full pay for the purpose of the collective bargaining process between the parties. Not more than two (2) Union officers shall be granted leave from duty with full pay for the purpose of processing grievances. It is further understood that the grievant shall be placed on department authorized leave for purpose of attending said hearings. When such activities take place at a time during which such employees are scheduled to be on duty.

Section 7.02: Not more than two (2) employees designated by the Union may be granted leave from duty with pay for Union Business such as attending labor conventions and educational conferences and provided that such leave will not exceed a total of Ten (10) days in any fiscal year.

Section 7.03: The Union shall submit to the Human Resources Director and the Fire Chief the names of the employees who are members of the Union's negotiating and grievance committees on or about July 1st of each year.

ARTICLE VIII – HOLIDAYS

Section 8.01 Each employee shall receive the following thirteen (13) paid holidays during each year:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day/Indigenous People's Day
President's Day	Veteran's Day
Good Friday	Thanksgiving Day
Easter Sunday	Juneteenth
Memorial Day	Christmas Day
Independence Day	

Each of the aforementioned holidays shall be banked at twelve (12) hours per holiday for an aggregate of one hundred fifty-six (156) hours of holiday time, provided, however, if the Assistant Chief and/or the Deputy Fire Marshals use banked holiday time to take time off, they will be paid for eight (8) hours at straight time and twelve (12) hours will be deducted from their banked holiday time.

Section 8.02: All holiday pay earned shall be accumulated, held in escrow and paid to the employee twice a year.

The first payment to be made for holiday pay earned between December 1st and May 31st shall be paid the first payday in June.

The second payment for holidays earned between June 1st and November 30th shall be made on the first payday in December.

Section 8.03: To qualify for holiday pay or days off in lieu of holiday pay, each employee must be on duty, scheduled for regular day-off, on vacation, or on authorized leave with full pay when the holiday occurs (including sick leave day).

Section 8.04: Each day of holiday pay shall be computed by multiplying the employee's regular hourly rate by twelve (12) hours. Such rate shall include any stipend(s) the employee receives as part of his/her regular remuneration.

Except as set forth herein, all holidays will be paid in accordance with Article VIII, Section 8.02 and may not be used to take a shift or shifts off. If an employee has exhausted all of his/her personal leave and vacation leave (except for sixty (60) hours of vacation leave), he/she may take shifts off in lieu of holiday pay. The holiday pay used under these specific circumstances will be deducted from the employee's banked holiday time hours. If during the period of time the employee requires the use of paid time off, he/she is credited with additional personal leave and vacation leave, the additional credited personal leave and vacation leave must first be exhausted before using banked holiday time hours.

Where the use of banked holiday time hours is permitted, as set forth above, the employee must first notify the Fire Chief or his/her designee on a "Request for Time Off" form by 0600 hours for the day shift and 1500 hours for the evening shift.

Section 8.05: An employee may take shift(s) off in lieu of holiday pay provided the employee must first notify the Fire Chief or his/her designee on a "Request for Time Off" form by 0600 hours for the day shift and 1500 hours for the evening shift.

No days off in lieu of holiday pay may be taken on the following days Christmas Eve (night shift), New Year's Eve (night shift), July 4th (day and night shift), Thanksgiving (day and night shift), New Year's Day (day and night shift), Christmas Day (day and night shift) and Easter Day (day and night shift).

Section 8.06: When an employee is not regularly scheduled to work a day or night shift, on one or more of the holidays enumerated in Section 8.01, and is required to work on said holiday, he shall be paid in accordance with Section 10.01 but at one and one-half (1½) his regular hourly wage.

ARTICLE IX – WORK WEEK

Note: See Section 26.04 for Deputy Fire Marshal. See Section 29.02 for Assistant Chief. See Section 36.02 for Dispatchers.

Section 9.01: With the exception of newly hired firefighters scheduled to work prior to being assigned to shift, the workweek of all employees who perform firefighting duties shall be an average of not more than forty-two (42) hours a week, computed over a period of one (1) fiscal year based on a four (4) platoon system working a twenty four (24) hour on and a seventy two (72) hour off work schedule for employees who perform firefighting duties.

The parties agree that the resultant work schedule shall remain forty-two (42) hours per week as calculated over a year based on a four (4) platoon system.

The parties further agree that the calculation of all benefits shall remain as is, except where specifically noted herein.

For purposes of implementing the 24/72 schedule, each twenty-four (24) hour work period shall consist of a nine (9) hour day shift from 8:00 a.m. to 5:00 p.m., followed by a fifteen (15) hour night shift from 5:00 p.m. to 8:00 a.m.

Each twenty-four (24) hour work period shall be defined as a work tour and each of the above-mentioned day or night components shall be defined as a shift or working shift.

Each day shift and night shift shall be considered separately for the purpose of all leave time as defined in the collective bargaining agreement. It is agreed and understood that the starting time and relieving time for work of the firefighting force shall continue in accordance with current practice.

For as long as this schedule remains in effect, it is understood that when an employee is transferred to another platoon or receives a promotion to Lieutenant, Captain, or above and as a result of such action the employee will be required to work two (2) consecutive twenty four (24) hour tours, said employee shall be granted time off on his/her fifteen (15) hour night shift and the following nine (9) hour day shift prior to such promotion or transfer. A platoon is defined as a working group of a Captain, Lieutenant, a Dispatcher and six (6) Firefighters.

The work hours for newly hired firefighters scheduled to work prior to being assigned to shift are set forth under Article XXI, Section 21.02.

ARTICLE X – OVERTIME

Note: See Section 26.05 for Deputy Fire Marshal. See Section 29.03 for Assistant Chief. See Section 36.03, 36.04, and 36.05 for Dispatchers.

Section 10.01: Whenever any employee works in excess of his regularly assigned work week or work schedule, as provided for in Article IX, in addition to any other benefits to which he may be entitled, he shall be paid for such overtime worked at one and one-half (1½) times his regular hourly rate as that which he received for his regularly assigned duty.

If an employee works a fifteen (15) hour night or a nine (9) hour day tour of overtime duty, he shall be paid for such overtime work at one and one-half (1½) time his regular hourly rate.

If an employee is called back by the Chief or Officer in-charge to duty for less than a full day or night tour of duty, he shall be paid a minimum of four (4) hours or the actual number of hours worked, whichever is greater, at one and one-half (1½) times his regular hourly rate.

Remuneration for training on off days shall be governed by Article XXVII, Section 27.02.

Section 10.02: Whenever overtime is required, it shall be rotated among employees who perform firefighting duties. Such overtime roster shall be posted in a conspicuous place; reasonable notice shall be given whenever possible to the employees in connection with scheduling overtime work.

Section 10.03: Each member of the bargaining unit shall be contacted by text message or via telephone calls for the purpose of box 35 callbacks. A Captain or Lieutenant acting as incident commander may activate a Box 35 call back if the incident will either tie up one or more on scene apparatus for an inordinate amount of time or the incident requires additional personnel to control the incident.

While this can be done without prior approval, the Fire Chief's office will review these requests.

Incidents with automatic Box 35 callback:

- 1) Mutual aid requests to another town, either receiving or sending. In accordance with Section 37.01 of the C.B.A., mutual aid requests to respond into town will not be made until a Box 35 has been transmitted. As per current practice, a Box 35 will be sent whenever the NFD responds to another town on mutual aid.
- 2) Reported or confirmed structure fire.
- 3) Confirmed vehicle fires where a pre-connect or larger hand line is required.
- 4) Two simultaneous calls.
- 5) Hazardous materials involving more than an incidental oil or fluid spill and requiring the use of defensive tactics.
- 6) Brush fire requiring two or more apparatus (engine, brush truck, pickup).

- 7) All EMS lift assists requiring two or more apparatus.
- 8) Trash or dumpster fires requiring two or more apparatus.
- 9) Bomb threats determined to be credible

Any hazardous materials incident with:

- a) Readings of 120 PPM of CO;
- b) 10% or more of LEL;
- c) Less than 19.5 % O₂ or greater than 23% O₂;
- d) 10 PPM of hydrogen sulfide;
- e) Unknown substance (solids, or liquids) involving a threat;
- f) Unknown odors, vapors, or gasses in a structure with physical symptoms;
- g) Unknown odors, vapors, or gasses in a structure with threat involved.

The Box 35 policy set forth herein will remain in effect until a successor policy can be negotiated.

Section 10.04: Off duty Captains, Lieutenants, Firefighters, Dispatchers and the Assistant Chief who return voluntarily to the Fire House as a result of a box 35 utilizing the department notification system shall be paid at one and one-half (1½) times his regular rate for the actual number of hours worked with a minimum of one (1) hour. Such employees shall work the full hour under this section and will have twenty-five (25) minutes to respond to Fire Headquarters.

Whenever a Box 35 is issued for a confirmed structure fire, employees shall be paid at one and one-half (1 ½) his regular rate for the actual number of hours worked with a minimum of four (4) hours. Such employees shall work the full four (4) hours under this section and will have forty-five (45) minutes to respond to Fire Headquarters.

Whenever a Box 35 is issued when providing or receiving mutual aid and the responding apparatus is not cancelled enroute, employees shall be paid at one and one-half (1 ½) his regular rate for the actual number of hours worked with a minimum of four (4) hours. Such employees shall work the full four (4) hours under this section and will have forty-five (45) minutes to respond to Fire Headquarters.

An employee who responds to a Box 35 and whose schedule shift starts during the Box 35 shall be paid either one (1) hour or for the time up until the employees scheduled shift starts,

whichever is greater. With the exception of the one (1) hour minimum, in no instance shall an employee be paid overtime for a Box 35 callback while scheduled to work.

Whenever employees respond to fire headquarters for Box 35 with no officers responding, the following procedure will be followed in determining who will get acting Lieutenants pay.

The acting officer with the most seniority. If multiple apparatus needs to respond, then the second most senior acting officer and so on. If no acting officer responds, then the senior ranking Firefighter and so on.

This only goes into effect if the employee responds to a call. He shall be paid at one and one-half (1½) times Lieutenants rate for the entire Box 35 call back with a minimum of one (1) hour or four (4) hours respectively.

Section 10.05: In order to protect the Health & Safety of members in the bargaining unit, Fire Department Staffing shall be two (2) Firefighters and one (1) Officer from each shift will be stationed at the Eastside Firehouse. Four (4) Firefighters and one (1) Officer from each shift will be stationed at the Main Firehouse.

All four (4) hour jobs will be at time and one-half.

Section 10.06: Fire Department Staffing – The above shall be subject to a re-opener in the event that the Borough elects to increase department strength by hiring additional Firefighters.

In the event, the Borough shall provide notice to Local 1219 of its desire to bargain over this Section within thirty (30) days of the Borough's determination to hire additional personnel.

Upon either written receipt of notice of retirement from a bargaining unit member or the separation from employment by a bargaining unit member, the Fire Chief or his/her designee may, in his/her discretion, hire a replacement in order for such replacement to commence attendance at the next scheduled Recruit Training Class at the Connecticut State Fire Academy following the notice of such retirement or separation from employment (whichever is applicable).

Replacement employees attending recruit training classes at the Connecticut State Fire Academy (as set forth herein) shall not be counted toward the minimum number of Firefighters, Captain(s) and Lieutenant(s) per shift (as set forth under Article X, Sections 10.05, 10.07 and 10.08).

Section 10.07: The Borough and the Union agree that in order to protect the Health and Safety of members of the bargaining unit, the minimum number of Firefighters on duty shall be eight (8) per shift. The Eastside Station shall be manned by two (2) Firefighters and one (1) Lieutenant. Headquarters shall be manned by four (4) Firefighters and one (1) Captain.

Section 10.08: In order to protect the health and safety of the members of the bargaining unit, the minimum number of Firefighters on duty will be eight (8) per shift. With the approval of the

Fire Chief, an off-duty mechanic or off duty assistant mechanic shall be called in for duty to assist the duty mechanic or assistant mechanic in the performance of a full service of a fire engine, fire truck, or rescue truck. Full service to include but not limited to changing oil, oil filters, fuel filters or any other manufactures scheduled maintenance.

Section 10.09: Whenever the Assistant Chief is absent for any of his scheduled full workday(s) and the Chief or Deputy Chief is not on duty, the Borough of Naugatuck Fire Department, at the discretion of the Fire Chief or his/her designee, may hire a replacement for that position. This includes for any sick, vacation, on the job injury, training day and personal day that may be utilized by the Assistant Chief.

ARTICLE XI – ACTING OFFICER

Note: See Section 26.06 for positions in the Fire Marshal's Office.

Section 11.01: Whenever any full-time paid employee of the borough Fire Department is required to work at a higher classification than his regular classification, such employee, for each hour of such service, shall receive the same rate of pay as the higher classification.

Section 11.02: Any Firefighter who has completed at least five (5) consecutive years of service in the Naugatuck Fire Department who wants to serve as an acting Lieutenant shall submit his name to the Chief at the beginning of each fiscal year. Firefighters not signing this list shall not be asked to act in a higher classification unless in an emergency to be determined by the Chief. Firefighters can act as Lieutenants.

Any Lieutenant wishing to act as Captain, and any Captain wishing to act as Assistant Chief, shall submit his name to the Chief at the beginning of the fiscal year. Any Lieutenant/Captain not signing this list shall not be asked to act in a higher classification unless in an emergency to be determined by the Chief.

Lieutenants can act as Captains and Captains can act as Assistant Chief.

Section 11.03: The Borough shall establish a rotating master acting officer's list from the then current acting Lieutenant list based on the Firefighter's score on the acting Lieutenant written competency exam. In case of a tie score, seniority shall be used as the tiebreaker.

In order to be placed on the acting Lieutenant list, the Firefighter must receive a minimum score of seventy percent (70%) on the acting Lieutenant written competency exam.

Any established acting Lieutenant list shall not exceed two (2) years in duration. Within ninety (90) days of the expiration of the then current acting Lieutenant list, the Borough shall complete the acting list written competency testing process. Until such time as the new list is established, the then current list shall remain in effect for purposes of acting Lieutenants.

Once a Firefighter passes such acting Lieutenant written competency test, he/she shall not be retested for the acting Lieutenant position.

Firefighters wishing to remain on the acting Lieutenant list shall submit his name to the Chief at the beginning of each fiscal year.

The Parties agree that Firefighters on the current acting officer's list shall remain on the acting Lieutenant list.

Section 11.04: Whenever a vacancy occurs in the classification of Lieutenant or Captain due to sickness, injury, personal day, vacation day, death or suspension, no Acting Officer shall be asked to perform these duties until all Officers within said classification that has become vacant, are asked to perform those duties. i.e. (the right of first refusal).

Whenever a vacancy occurs in the classification of Captain due to sickness, injury, personal day, vacation day, death or suspension, no Acting Officer shall be asked to perform these duties until all Officers within said classification that has become vacant, are asked to perform those duties. i.e. (the right of first refusal). If all officers are asked within said classification and all acting Captains are asked and said vacancy can't be filled, then said vacancy shall be offered to the Assistant Chief before any officer is ordered at the Assistant Chief's rate of pay.

The Assistant Chief shall only be available for Captains overtime jobs on nights and weekends.

Section 11.05: Whenever a vacancy occurs in the classifications of Dispatcher due to sickness, injury, personal day, death or suspension, no firefighting personnel shall be asked to perform these duties until all Dispatchers within said classification that has been vacant, are asked to perform those duties, i.e. (the right of first refusal).

ARTICLE XII – VACATIONS

Note: See Section 26.07 for Deputy Fire Marshal.

See Section 29.04 for Assistant Chief.

Section 12.01: For all employees, vacation will be granted and paid as follows:

Section 12.01.1: Employees with one (1) year of service but less than five (5) years of service as of June 30th of any fiscal year will receive two (2) weeks of paid vacation leave in that fiscal year.

Section 12.01.a: New employees hired between July 1st and December 31st will receive one (1) week of paid vacation to be used between January 1st and June 30th of such contract year.

Section 12.01.2: Employees with five (5) years of service but less than ten (10) years of service as of June 30th of any fiscal year will receive three (3) weeks of paid vacation leave in that fiscal year.

Section 12.01.3: Employees with ten (10) years of service but less than fifteen (15) years of service as of June 30th of any fiscal year will receive four (4) weeks of paid vacation leave in that fiscal year.

Section 12.01.4: Employees with fifteen (15) or more years of service as of June 30th in any fiscal year will receive five (5) weeks of paid vacation leave in that fiscal year and thereafter.

Section 12.01.5: For the purpose of this section (12.01) each week of vacation shall consist of seventy-two (72) hours per round, time can be used in four (4), nine (9) or fifteen (15) hour increments. Any remaining vacation time that is less than four (4) hours shall be paid in the last payroll period of June in each contract year.

Section 12.01.6: For each week of vacation, each employee shall receive his regular base pay, plus sixty dollars (\$60.00), which shall be paid in one lump sum during the first pay period in March on an annual basis.

Section 12.02: Employees may select and take their vacation days throughout the fiscal year, subject to the limitations set forth herein.

Section 12.03: In the event an employee has accrued unused vacation hours at the time of his retirement, separation (other than for cause) or death, he, or his estate, or his beneficiary, as the case may be, shall receive his/her regular scheduled rate of pay per hour of unused vacation time. If the Assistant Chief and/or Deputy Fire Marshals have accrued unused vacation at the time of their retirement, or death, they, or their estate, or their beneficiary, shall receive eight (8) hours pay for each day of unused vacation.

Section 12.04: Vacation days will be granted under the following conditions.

- A. All requests for single days of vacation shall be in writing.
- B. Depending on the applicable shift, notification shall be provided by 1500 hours or 0600 hours.
- C. Individual vacation days may not be taken on the following shifts:
Easter - day shift, Easter - night shift, Thanksgiving - day shift, Thanksgiving - night shift, Christmas Eve - night shift, Christmas - day shift, Christmas - night shift, New Years Eve - night shift, New Year's Day - day shift, Memorial Day - day and night shifts and Independence Day - day and night shifts.

Section 12.05: Employees may cancel a scheduled vacation day provided a fill-in has not previously been hired.

Section 12.06: Employees shall not be scheduled to work their own vacation days.

Section 12.07: Employees shall not be allowed to carry over vacation days into the next fiscal year except as provided below.

- A. The employee was out of work due to an OJI (on the job injury) and cannot use said days before the end of the fiscal year. Such days will be paid to the employee at the end of the fiscal year, however, the Borough shall have the option to have the employee carry over ten (10) days to be used by December 31st of the then current year in lieu of payment for the ten (10) days.

Section 12.08: Dispatchers shall be allowed to take vacation and/or personal time off in four (4) hour increments.

ARTICLE XIII – SICK LEAVE

Section 13.01: On the first day of each fiscal year, non-probationary employees shall be granted one hundred eighty (180) hours of sick leave. Employees with less than one (1) year of service shall earn fifteen (15) hours per month. If the Assistant Chief and/or Deputy Fire Marshals use sick leave, they will be paid for eight (8) hours at straight time and twelve (12) hours will be deducted from their accumulated sick leave.

All unused sick leave accumulated by an employee prior to the effective date of this agreement shall be credited to each employee up to a maximum of one thousand six hundred eighty (1,680) hours.

Any employee who is off duty on sick leave for four (4) or more consecutive scheduled work shifts may be required, by the Fire Chief to submit a statement from a physician stating the reason for such sick leave.

Section 13.02: For employees hired before April 1, 1986 upon termination of employment from the Borough for any reason, the Borough will pay to the employee an amount equal to his regular hourly rate multiplied by twelve (12) hours for each day of accumulated sick leave or fraction thereof, the employee has accumulated up to the date of such termination not to exceed a maximum of ninety (90) days. In the event of the death of an employee, the Borough will pay to the employee's widow and/or dependent children or to his estate if there is no widow and/or dependent children, a sum equal to his regular hourly rate multiplied by twelve (12) hours for each day of accumulated sick leave or fraction thereof the deceased employee had accumulated up to the date of his/her death. For employees hired on or after April 1, 1986 accumulated sick leave days paid pursuant to this section shall not exceed a maximum of sixty (60) days.

Section 13.03: On or about the third (3rd) week of July in each fiscal year the Borough will furnish each employee with a list of his accumulation of sick leave up to June 30th of the preceding fiscal year.

Section 13.04: In the event that an employee is absent from work for three (3) consecutive tours following a scheduled block of vacation in three (3) vacation periods falling in any contract year or exhibits a pattern of absenteeism or abuse of absences, he/she may be required to submit a note from the physician treating the employee for the illness causing the absence. Failure to provide such a note, may be the basis for discipline as defined in Article V.

ARTICLE XIIIa – PERSONAL DAYS

Section 13a.01: Each employee shall be granted sixty (60) hours of personal leave in each fiscal year, which time, if used, shall be deducted from the employee's accumulated sick leave. If the Assistant Chief and/or the Deputy Fire Marshals use personal leave, they will be paid for eight (8) hours straight time and twelve (12) will be deducted from their accumulated personal leave. Personal leave is not cumulative. No personal leave shall be taken unless submitted in writing to the Captain who is on duty (with a copy to the Chief).

ARTICLE XIV – INJURY LEAVE

Section 14.01: Injury leave shall be granted to an employee who is unable to work due to a work-related disability or injury. If the employee is receiving workers' compensation either by voluntary agreement or by an award of the workers' compensation commissioner, he shall be paid the difference between the amount of workers' compensation and his gross regular straight time pay at time of the disablement less federal/state income tax withholding and pension contribution. This differential shall be paid until such time as the employee is able to return to his regular duties or until such time he has reached maximum improvement, certified by a physician selected by the Borough of Naugatuck, but in no event for more than fifteen (15) months for said injury. This differential shall not be paid to employees who are receiving benefits for hypertension or heart disease under Connecticut law.

Section 14.02: Any employee who has been certified as reaching maximum improvement and is unable to return to duty shall be retired and paid a disability pension in accordance with the retirement system covering employees of the Fire Department.

Permanent partial disability payments under the workers' compensation act shall not offset the employee's disability pension.

Section 14.03: In order to be entitled to injury leave, such employee must report such injury or disability to his superior officer as soon as he becomes aware that such injury or disability was suffered in the line of duty. The Borough shall have the right to require examination by an impartial physician.

Section 14.04: In order to avoid a situation where an employee receives no compensation benefits or regular pay because of a delay in the processing of workers' compensation claims, the

Borough shall continue to pay the employee his full base salary while the employee's compensation claim is pending. The employee shall assign any workers' compensation checks thereafter received to the Borough by endorsing said checks over to the Borough.

If the employee's claim is denied, the Borough has the right to recover the monies paid under this section and shall not constitute an admission that the employee's disability or injury has arisen out of or in the course of his employment. The Borough expressly reserves all rights it has under the workers' compensation act.

ARTICLE XV – SPECIAL LEAVE

Section 15.01: Effective upon the signing of this agreement, in each calendar year, each employee shall be granted special leave with pay for any occasion on which he is able to secure another qualified employee to work in his place, provided:

- a. Such substitution does not impose any additional cost upon the Borough;
- b. The Shift Captain is notified;
- c. The Borough is not held responsible for any agreements between employees.
- d. any employee involved in a swap remains responsible for training that is scheduled during his/her regular shift; and
- e. firefighting personnel will be permitted to swap a (9) nine-hour day shift and a fifteen (15) hour night shift as well as the full (24) twenty-four hour working day and the swap is paid back within three (3) months of the date of the swap. With the approval of the Fire Chief, the pay back of the swap may extend beyond the three (3) month period set forth herein.

Section 15.02: Employees shall be paid for jury duty pursuant to the requirements of the general statutes of the state of Connecticut.

Section 15.03: Family and medical leave shall be granted in accordance with applicable state and federal law.

Section 15.04: Military Leave shall be granted in accordance with applicable state and federal law and Borough policy.

ARTICLE XVI – FUNERAL LEAVE

Section 16.01: Each employee shall be granted leave with full pay, in the event of a death in his immediate family. Such leave shall start on the day of the death, continue through, and include the date of burial, but in no event shall such leave exceed four (4) shifts.

Such leave may be extended at the discretion of the Fire Chief. For the purposes of this section, the term "immediate family" shall mean and include the following with or without the prefix "step": mother, father, mother-in-law, father-in-law, sister, brother, spouse, child, grandchild, grandparent, son-in-law and daughter-in-law.

Section 16.02: Two (2) consecutive abutting shifts (consisting of a nine (9) hour and a fifteen (15) hour shift for firefighters and two (2) twelve (12) hour shifts for dispatchers) of leave with pay shall be granted to such employees scheduled to work who attend the funeral of a sister-in-law, brother-in-law, aunt or uncle, niece or nephew and with or without the prefix "foster". Such two (2) consecutive shifts of leave may be extended at the discretion of the Fire Chief and/or his designee. The Assistant Chief and Deputy Fire Marshals shall receive one (1) day of leave with pay for such leave.

ARTICLE XVII – UNIFORM ALLOWANCE

Section 17.01: Uniforms shall be provided in accordance with Addendum B Naugatuck Fire Department First Issue & Promotion Policy.

It is understood that employees are not required to wear their uniform to and from work. Fire department dress uniforms shall be required for wear to ceremonial functions. Employees will not be required to wear the fire department dress uniform while on duty.

Section 17.02: The uniform as presently agreed to among the Fire Chief and the Union shall continue to be in effect unless mutually agreed changes are made by the above parties.

Section 17.03: The Borough shall provide each new employee with new protective clothing upon his/her completion of "recruit training" at the Connecticut State Fire Academy. Such clothing shall consist of a helmet, Nomex hood, turnout gear and rubber bunker boots, gloves, safety glasses, hard hat, Nomex jumpsuit, hearing protection and a personal bailout kit. All newly hired Firefighters shall select one of the following: either leather structural firefighting boots or leather station boots. This clothing shall be NFPA approved, or OSHA approved. The Borough shall maintain and replace all protective clothing as needed.

Section 17.04: Every employee will present to the Fire Chief or his designee with their dress uniforms on their first day tour in October.

Section 17.05: On the first payday in October, pay to each employee, who has been employed as a member of the Naugatuck Fire Department for at least one (1) year, the sum of one thousand one hundred fifty dollars (\$1,150.00) for uniform allowance.

Section 17.06: All uniforms and personal property (glasses, personal clothing and watches) up to a maximum of two hundred dollars (\$200.00) per item shall be replaced by the Borough if damaged beyond reasonable repair if the damage to the item was caused in the line of duty.

Section 17.07: The Borough shall provide to each new employee two (2) sets of bed linens and two (2) bath towels.

It is understood that the employee will clean and maintain said issue.

ARTICLE XVIII – INSURANCE

Section 18.01:

The HDHP described herein shall be the insurance plan available to eligible employees.

Bargaining unit employees will contribute a cost-share toward the annual premium of the aforementioned plan in the following amounts:

	<u>January 1, 2025</u>	<u>January 1, 2026</u>	<u>January 1, 2027</u>	<u>January 1, 2028</u>
HDHP Plan	6%	7%	8%	9%

In an attempt to keep employees healthy, medical claims down, and costs low, employees and their spouses will be required to participate in a wellness program offered by the Borough's insurance carrier. Employees participating in the wellness program will be required to see health care providers of their choice and obtain the required preventative medical testing as outlined in the wellness plan. If an employee and an employee's spouse participates in the wellness plan as required, the employee will be awarded by paying one percent (1%) less in premium cost in the years that a premium cost share is in place. If an employee or an employee's spouse chooses not to participate in the wellness plan, the employee will be penalized by paying an additional one percent (1%) premium cost-share.

HDHP: July 1, 2024 to June 30, 2026

- \$2,250/\$4,500 Annual Deductible
- 100% in network, 70%/30% out of network after deductible
Post-Deductible Rx Copayments of \$5.00/\$25.00/\$40.00 to an annual maximum of \$1,000 individual/\$2,000 family.
- \$3,250/\$6,500 in network maximum out of pocket. \$5,000/\$10,000 out of network annual maximum out of pocket which includes deductible, coinsurance and Rx copayments.
- The plan does not cover bariatric procedures
- Infertility benefits are subject to the state mandate limits.
- High-cost diagnostics and x-rays are subject to a \$75.00 co-pay (to a maximum of \$375.00 per plan year)

HDHP: July 1, 2026 to June 30, 2028

- \$2,500/\$5,000 Annual Deductible
- 100% in network, 70%/30% out of network after deductible
Post-Deductible Rx Copayments of \$5.00/\$25.00/\$40.00 to an annual maximum of \$1,000 individual/\$2,000 family.
- \$3,500/\$7,000 in network maximum out of pocket. \$5,000/\$10,000 out of network annual maximum out of pocket which includes deductible, coinsurance and Rx copayments.
- The plan does not cover bariatric procedures
- Infertility benefits are subject to the state mandate limits.
- High-cost diagnostics and x-rays are subject to a \$75.00 co-pay (to a maximum of \$375.00 per plan year)

The employee shall be responsible for one hundred percent (100%) of the HDHP deductible.

Upon satisfaction of the HDHP deductible, a co-pay for prescription drugs shall be applicable in accordance with the following:

After the annual deductible is met, medical services shall be covered at 100% and an additional out of pocket of \$1,000 for single and \$2,000 for family shall only apply to prescription drug co-pays. The annual maximum out of pocket for each member per calendar year shall be \$3,250 single and \$6,500 family (In network, inclusive of deductible, post-deductible Rx copayments) for the period of January 1, 2025, through December 31, 2026. From January 1, 2027, through December 31, 2028, the annual maximum out of pocket for each member per calendar year shall be \$3,500 single and \$7,000 family (In network, inclusive of deductible, post-deductible Rx copayments).

The annual out of pocket maximum for out of network for each member per calendar year shall be \$5,000 single and \$10,000 family (inclusive of deductible, post-deductible Rx copayments and coinsurance).

The cost of those prescription drugs shall follow the co-pay structure spelled out herein and not the full retail cost of the prescription.

\$5.00 generic/\$25.00 brand name/\$40.00 non-formulary brand name (mail order: 2x retail co-payment for 90-day supply) up to an additional prescription out of pocket maximum of \$1,000 for single coverage and \$2,000 for two (2) person and family coverage.

The co-pays for drugs shall not apply to prescriptions under either The Women's Health and Wellness Act or for diabetes.

Enrollees in the HDHP may have a Health Savings Account (HSA). The employee will be responsible for opening the HSA account and for any bank fees associated with maintaining the

HSA account. The Borough will make provisions for a before tax direct deposit payroll deduction for employees who elect the HDHP plan.

Section 18.02: The Borough agrees to purchase from an insurance carrier of its election for each employee life insurance in the amount of fifty thousand dollars (\$50,000.00). Retired employees who receive pension benefits shall receive twenty percent (20%) of said coverage upon retirement.

Section 18.03: Detailed questions of interpretation and related matters of insurance will be determined by the master policy issued by the applicable insurance carrier.

Section 18.04: Nothing in this Agreement shall prevent the Borough from changing insurance carriers provided the level of benefits are at least equal to those provided under this agreement on an overall plan benefit basis. The Borough may substitute the carrier/provider for the prescription rider set forth in Section 18.01 provided that the agreed upon formulary co-pay costs per tier to employee's is unaffected.

Section 18.05: Employees eligible for health insurance benefits may waive coverage provided by the Borough and be paid twenty-five percent (25%) of the medical premium costs that the employee is eligible for to a maximum of one thousand five hundred dollars (\$1,500.00) for waiving individual coverage, two thousand five hundred dollars (\$2,500.00) for waiving two person coverage and three thousand five hundred dollars (\$3,500.00) for waiving family coverage, to be paid on June 30th of each fiscal year.

Employees wishing to waive insurance coverage shall deliver proof of health insurance coverage and a signed, witnessed waiver form to the Human Resources Director prior to May 1st of each fiscal year.

Section 18.06: If an employee is killed on duty, his/her minor dependents shall be covered for all insurances in Section 18.01 until the minor dependent(s) reach the age of twenty-six (26). The employee's spouse shall be covered until he/she dies or remarries.

ARTICLE XIX – SENIORITY

Section 19.01: Department seniority shall be based upon the length of continuous service as a paid uniformed Firefighter from the date the employee was hired.

Rank seniority shall be based upon the length of continuous service in a given rank from the date the employee was appointed to the given rank.

Whenever more than one (1) employee is appointed to a given rank on the same day, the rank seniority of each employee as it is determined by each employee's department seniority. An employee's seniority shall not be reduced by time lost due to sick or injury leave or other authorized paid leave of absence.

Section 19.02: Shift assignments shall be made to fire stations and apparatus on a seniority basis, except when the requirements of the Borough dictate otherwise and such assignment is (a) not arbitrary and capricious; or (b) in those instances where the safety of co-workers or the public may be compromised.

ARTICLE XX – PROBATIONARY PERIOD

Section 20.01: To enable the Board of Fire Commissioners to exercise sound discretion in the filling of positions within the Department, no appointment to any position shall be deemed final and permanent until after the expiration of a period of one (1) year's probationary service. During the probationary period of any employee the Fire Commissioners may reduce the appointee to his last held rank or in a case of a probationary Firefighter to terminate the employment of such employee, if during this period, upon observance 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 any rights or any benefits to which he may be entitled under the pension provisions covering employees of the department.

ARTICLE XXI – WAGES

Section 21.01: Employees shall be paid in accordance with the following schedule:

- a) Wages first year reflects a 3.0% wage increase across the board retroactive to July 1st 2024.
- b) Wages second year reflects a 3.0% wage increase across the board effective July 1st 2025.
- c) Wages third year reflects a 3.0% wage increase across the board effective July 1st 2026.
- d) Wages fourth year reflects a 3.0% wage increase across the board effective July 1st 2027.

	2024-2025	2025-2026	2026-2027	2027-2028
<u>Dispatchers</u>	\$23.81 an hour	\$24.53 an hour	\$25.26 an hour	\$26.02 an hour
<u>Firefighters</u>				
Firefighters-Step 1	\$63,837.56	\$65,752.69	\$67,725.27	\$69,757.02
Step 2	\$66,250.60	\$68,238.12	\$70,285.26	\$72,393.82
Step 3	\$71,313.82	\$73,453.23	\$75,656.83	\$77,926.54
Step 4	\$73,984.14	\$76,203.66	\$78,489.77	\$80,844.47

Fire Lieutenant	\$80,310.12	\$82,719.42	\$85,201.00	\$87,757.04
Fire Captain	\$86,300.97	\$88,890.00	\$91,556.70	\$94,303.40
Driver Mechanic	\$86,300.97	\$88,890.00	\$91,556.70	\$94,303.40
Asst. Mechanic	\$80,310.12	\$82,719.42	\$85,201.00	\$87,757.04
Assistant Chief	\$109,436.01	\$112,719.09	\$116,100.66	\$119,583.67

Deputy Fire Marshal

Pre-Certification	\$78,753.34	\$81,115.94	\$83,549.41	\$86,055.90
Certification	\$83,907.45	\$86,424.67	\$89,017.41	\$91,687.93

Annual salary reflects 52 weeks/42 hours per week, except that, for the position of Deputy Fire Marshal and Assistant Chief annual salaries reflect 52 weeks/40 hours per week.

A firefighter who is hired and meets the criteria outlined in Section 21.02 (a), (b) or (c) below and are not required to attend a "Recruit Training School", shall commence employment at Step 2 of the firefighter's pay schedule.

Section 21.01.1: The Firefighter/Driver Mechanic shall receive increases in his base compensation rate upon Automotive Service Excellence "ASE" certification as spelled out below:

Automotive Service Excellence ("ASE") Certifications		
ASE (A4)	Suspension and Steering	\$ 300
ASE (A5)	Brakes	\$ 500
ASE (A6)	Electrical/Electronic Systems	\$ 300
ASE (T4)	Heavy Duty Truck Brakes	\$ 500
ASE (T6)	Heavy Duty Truck Electrical/Electronic Systems	\$ 500
ASE (T8)	Preventive Maintenance Inspection	\$ 500

Section 21.02: A firefighter who: (a) has separated from employment from another career fire department in the state of Connecticut within one (1) year of his/her date of hire with the Borough; or (b) is a candidate who is certified as a firefighter I and II; or (c) has been certified after completing the "Recruit Training School" at either the Connecticut State Fire Academy or a recruit training program within the State of Connecticut shall not be required to attend "Recruit Training School". All newly hired firefighters who do not meet (a), (b) or (c) above, shall be required to attend and complete the next scheduled "Recruit Training School" at either the Connecticut State Fire Academy located in Windsor Locks, CT or at a recruit training program within the State of Connecticut after their scheduled date of hiring. All newly hired firefighters shall be required to have a Q endorsement or higher driver's license classification from the Connecticut Department of Motor Vehicles. Any firefighter not possessing a Q endorsement at the time of hiring shall be required to take and pass a Q endorsement training class and obtain a Q endorsement from the Connecticut Department of Motor Vehicle during the one (1) year probationary period. All newly hired firefighters scheduled to work prior to completing "Recruit

Training School” and obtaining a Q endorsement shall only be scheduled to work Monday through Friday on the day shift at fire headquarters and shall not be assigned to a regular shift. With the exception of newly hired firefighters attending the Connecticut State Fire Academy or a recruit training program within the State of Connecticut, the regular shift before being assigned to a shift shall normally be Monday through Thursday (8:00 a.m. to 4:30 p.m.) and Fridays (8:00 a.m. to 4:00 p.m.), unless the shift hours are changed by the Borough.

All newly hired firefighters shall advance one (1) step for each year of completed service or upon submission to the Chief certification or proof of completion of the following schedule:

1 st Step	Recruit Training School (if applicable)
2 nd Step	Firefighter II
3 rd Step	Pump Operator or Truck Operator
4 th Step	Truck Operator or Pump Operator

If a newly hired firefighter meets the criteria under Section 21.02 (a), (b) or (c), he/she shall be placed on the step set forth above based on his/her certification.

All newly hired firefighters will not work shift overtime until they are approved to drive all fire apparatus based upon the qualification checklist adopted by the department or state, whichever is higher, provided a newly hired firefighter may work shift overtime if he/she is approved to work on a shift during the same workweek as his/her Monday through Friday pre-shift assignment. This checklist will be completed by the mechanical division in conjunction with the Assistant Chief.

ARTICLE XXII – PENSIONS

Section 22.01: There is created in the Borough of Naugatuck a fund to be known as the Firemen’s Pension Fund for employee’s hired by the Borough prior to July 1, 2012 for bargaining unit positions.

Section 22.02: The Board of Mayor and Burgesses of the Borough of Naugatuck shall annually appropriate to said fund for employee’s hired by the Borough prior to July 1, 2012 for bargaining unit positions a sum of not less than three hundred dollars (\$300.00) the first appropriation there to be made at the time of the passage of this act.

Section 22.03: Each paid member of the Department hired by the Borough for a bargaining unit position prior to July 1, 2012 shall pay into said fund a sum equal to four percent (4%) of his yearly salary, prorated monthly, which sum shall be deducted from each member’s pay and transmitted to said fund in addition to the annual appropriation of the Board of Mayor and Burgesses.

Section 22.04: Said fund shall be under the control of a Board of Trustees which shall consist of the Board of Mayor and Burgesses, the Chief of the Fire Department and the Treasurer of the Borough of Naugatuck. The Borough agrees that a member of the Fire Union hired by the

Borough prior to July 1, 2012 for a bargaining unit position shall be entitled to be a board member as to all matters affecting the Firemen's Pension Fund excepting investment. The Board of Trustees shall make rules and regulations for the control, investment and deposit of said funds and are empowered to accept and receive all contributions and donations specifically given to said fund. The Treasurer of said Borough of Naugatuck shall receive and deposit all monies paid into said fund and makes each payment as are ordered by a majority vote of the Board of Trustees.

Section 22.05: When any active member of the Naugatuck Fire Department hired by the Borough for a bargaining unit position prior to July 1, 2012 has attained the age of fifty-five (55) years, and has served for a period of not less than twenty (20) years as a paid member of said department and has contributed to said fund as provided for herein, he shall be retired upon his request on a monthly allotment equal to sixty percent (60%) of the average monthly pay during three (3) years immediately preceding the time of his retirement, or said Board of Trustees shall retire any member hired by the Borough for a bargaining unit position prior to July 1, 2012 who attains the age of sixty-five (65) on such monthly allotment.

He shall have his monthly allotment increased by fifty-two percent (52%) of any monthly salary increase received by an active employee in the same classification immediately proceeding his retirement. It is further agreed that employees hired by the Borough for bargaining unit positions prior to July 1, 2012 shall have their pension benefits increased by one percent (1%) of their average monthly pay as set forth above for each full year of continuous service in excess of twenty (20) years, not to exceed seventy percent (70%) at the time of retirement. It is further agreed that no employee hired by the Borough for a bargaining unit position prior to July 1, 2012 shall receive pension benefits in excess of seventy-five percent (75%) of his average monthly pay as set forth herein.

Section 22.05.1: If an employee hired by the Borough prior to July 1, 2012 for bargaining unit positions is receiving benefits on a disability pension has a combined income from the disability pension and any and all outside jobs in excess of his latest base salary prior to receiving a disability pension, he shall not be eligible for the escalator benefits described in the preceding section.

Section 22.06: When any member of the Naugatuck Fire Department hired by the Borough for a bargaining unit position prior to July 1, 2012 with ten (10) years or more of service becomes unable to perform to the full extent of his duties as a Firefighter, and is so certified by three (3) reputable physicians, from causes not incurred in the performance of his duties, he shall be retired on a monthly allotment equal to fifty percent (50%) of the averaged monthly pay received by him during the three (3) years immediately preceding the time of his retirement and he shall have his monthly allotment increased by fifty percent (50%) of any monthly pay.

Section 22.06.1: When any member of the Naugatuck Fire Department hired by the Borough for a bargaining unit position prior to July 1, 2012 becomes unable perform to the full extent of his duties as a Firefighter, and is so certified by three (3) reputable physicians, from causes incurred in the performance of his duties, he shall be retired on a monthly allotment equal to fifty percent

(50%) of the average monthly pay received by him during the three (3) years immediately preceding the time of his retirement and he shall have his monthly allotment increased by fifty percent (50%) of any monthly salary increase received by an active employee in the same classification immediately preceding his retirement.

No employee hired by the Borough for a bargaining unit position prior to July 1, 2012 shall have a vested interest in the funds of the pension fund, or in the amount, or portion thereof, of the contributions of the Borough or in any contribution except his own.

Section 22.07: No action for any amount due under the provisions of this act shall be brought but within two (2) years after the right of action shall occur. All amounts not claimed within said period shall remain a part of said fund.

Section 22.08: Said fund and the right of any person under the provisions of this act to any payment from said fund shall be exempt from any State, Municipal, transfer or inheritance tax and shall not be subject to attachment, garnishment or execution and shall be unassignable.

Section 22.09: When any member of the Naugatuck Fire Department hired by the Borough for a bargaining unit position prior to July 1, 2012 dies whether prior to or subsequent to retirement, there shall be paid monthly by the Borough a sum equal to fifty (50%) percent of the compensation paid to such a member at the time of his death, such payments to be made:

- a. to the surviving spouse of such member for her lifetime or until her remarriage;
- b. to the minor dependent children of such member upon the death or remarriage of such spouse (or upon the death of the member, if there shall be no such surviving spouse), provided, however, that such sum shall not exceed twenty-five percent (25%) of such member's compensation at the time of his death, if there shall be one (1) minor dependent child; thirty-seven and one-half percent (37 ½) if there shall be two (2) surviving minor children; and fifty percent (50%) if there shall be three (3) or more surviving minor children;
- c. if there shall be no surviving spouse and no surviving minor dependent children, such sum shall be paid to the surviving dependent parent or parents of such member;
- d. if there shall be no person eligible to receive benefits under this Section as outlined in Paragraph a, b and c, above there shall be paid to the estate of the deceased member an amount equal to the contributions made by such member to the pension fund diminished by any amount or amounts which such member or his spouse or surviving children or parents may have received under the provisions of Paragraph a, b, and c above.

The following retirees presently receiving benefits from the Firemen's Pension Fund are to continue receiving such benefits but are not eligible for escalator benefits or other additional

benefits in Section 22.05 of this Article: James Murphy, Edward Hayward, Olympia Bartelli, William Sullivan, John Maroney, William Passeck Sr.

ARTICLE XXIIa-- PENSIONS-B & C

See Schedule "1" attached hereto for Firemen Pension Plan "B"

Memorandum of Understanding to be added to the Firemen's Pension Plan:

(See Schedule "1-A" attached hereto for Firemen Pension Plan "C")

ARTICLE XXIII – LONGEVITY

Section 23.01: In addition to any other benefits or compensation to which he may be entitled in each fiscal year, each employee who has completed fifteen (15) years of service with the Borough he shall receive a longevity increment of two hundred dollars (\$200.00) payable on the anniversary date of such fiscal year.

Said employee shall reach fifteen (15) years on the anniversary date of the commencement of their employment.

ARTICLE XXIV – PROMOTION

Section 24.01: Whenever a vacancy occurs in any classification said vacancy shall be filled from a promotional list promulgated by an examination conducted by a certified independent testing agency within ninety (90) days from the date said vacancy occurs, with the applicant attaining the highest aggregate score being appointed by the Board of Fire Commissioners. Applicants shall be required to acquire a passing mark of seventy percent (70%) in both the verbal and written parts of the exam to be considered for eligibility to the promotional list.

During this ninety (90) day period:

- The Borough shall propose a certified independent testing agency to the Union within fifteen (15) days of the date of the vacancy. If the Union agrees, the Borough will inform the agreed upon certified independent testing agency.
- In the event that the Union does not agree with the certified independent testing agency proposed by the Borough, it shall submit, in writing, to the Director of Human Resources its' good faith reason(s) for rejecting the proposed independent testing agency. Such good faith basis shall neither be arbitrary nor unreasonable.
- The parties will then meet to attempt to resolve the Union's disagreement on the proposed certified testing agency.

- In the event that the parties are unable to agree on a certified independent testing agency, the retroactive language set forth herein shall not apply while the parties attempt to resolve the issue.
- Once a certified independent testing agency is agreed to by the Borough and the Union, the Borough may use the certified independent testing agency without the need to seek the Union's subsequent agreement, unless the Union advises the Borough, in advance, that: (a) it is no longer agreeable to the specific certified independent testing agency; and (b) provides the Borough with the reason(s) why it is no longer agreeable. For purposes of this subsection, "in advance" shall be defined as within ten (10) calendar days of the most recent use of the certified independent testing agency in question.

Except as set forth above, if a vacancy is not filled within the ninety (90) daytime frame, all benefits shall be retroactive starting on the ninety-first (91st) day.

All firefighters may sign up for the promotional tests for Lieutenant, Deputy Fire Marshal, Assistant Mechanic, and Driver Mechanic if they are off probation by the test date. In addition, dispatchers off probation will also be allowed to sign up for Deputy Fire Marshal.

The candidates who pass both oral and written with the minimum of 70% on each section will be ranked on a list containing the following bands.

Lieutenant

Band 1 = Those who meet the requirements of 24.04 a

Band 2 = Those who do not meet requirements of 24.04 a and are off probation

Assistant Mechanic

Band 1 = Those who meet the requirements of 24.04

Band 2 = Those who do not meet requirements of 24.04 and are off probation

Deputy Fire Marshal

Band 1 = Those who meet the requirements of 24.04

Band 2 = Those who do not meet requirements of 24.04 and are off probation and meet the requirements of Sec. 26.02.01

Band 3 = Dispatchers off probation and meet the requirements of Sec. 26.02.01

Driver Mechanic

Band 1 = Assistant Mechanics

Band 2 = Those who meet the requirements of 24.04

Band 3 = Those who do not meet the requirements of 24.04 and are off probation

All Lieutenants, who are off probation, may test for Captain and will be placed on a list in 2 Bands.

Band 1 = More than 2 years as a Lieutenant and off probation.

Band 2 = Less than 2 years as a Lieutenant and off probation.

All Captains, who are off probation, may test for Assistant Chief and will be placed on a list in 2 Bands.

Band 1 = More than 2 years as a Captain and off probation.

Band 2 = Less than 2 years as a Captain and off probation.

Promotions will be offered to those on Band 1 until it is exhausted, or the list expires. Candidates on Band 2 will be offered promotions if Band 1 is exhausted, or until it expires. Candidates on Band 3 will be offered promotions if Band 2 is exhausted, or until it expires. A candidate can decline a promotion and remain on the list in the same position, as long as there are other candidates in the same band. If the only remaining candidate in a band declines a position, that band will be exhausted and not used again and the candidate in the next band will be offered the position.

Section 24.01a: A vacancy, in the absence of an active promotional list, shall be posted for no less than thirty (30) days, including all required reading material associated with said exam.

The Borough may, at its discretion, upon either written notice of a retirement or the separation from employment by a bargaining unit member, commence the promotional testing process in order to establish an active promotional list.

Section 24.02: It is further understood that such list shall remain in effect for two (2) years following the date of acceptance of such list by the Board of Fire Commissioners, as recorded in the official monthly minutes in the Mayors office by the Borough clerk. If another vacancy occurs within the two (2) year period, said vacancy shall be filled from the promotional list in effect at the time the vacancy occurs.

Section 24.03: It is further understood that in the event of a tie mark on such list, the appointment will be made by the Board Fire Commissioners to the tied employee who has the greatest seniority in the department if such tied employees are first on such employment list.

Section 24.04: It is further understood that no less than five (5) consecutive years of employment as a paid Firefighter in the Naugatuck Fire Department or ten (10) years of consecutive service with a career fire department and have completed probation in The Naugatuck Fire Department is also a requirement to take any promotional test subject to the following qualifications;

- a. **Lieutenants** - the minimum qualifications will be five (5) consecutive years of service in The Naugatuck Fire Department or (10) years of consecutive service with a career fire department and have completed probation in the Naugatuck Fire Department to take the exam. If awarded the position, must become ProBoard certified Firefighter II (if not already), Fire Instructor I and a Fire Officer I by the end of the one (1) year probationary period. The Borough shall provide time off in the event classes are scheduled during

working hours.

- b. **Captains** - the minimum qualifications will be two (2) consecutive years as a Lieutenant in the Naugatuck Fire Department. If awarded the position, must become ProBoard certified as a Fire Officer II and complete Incident Command ICS-300 by the end of the one (1) year probationary period; The Borough shall provide time off in the event classes are scheduled during working hours. If no bargaining unit member has two (2) years as a Lieutenant in the Naugatuck Fire Department, the Borough may open the promotional test to bargaining unit members with less than two (2) consecutive years as a Lieutenant in the Naugatuck Fire Department who are off of probation. If the Borough is unable to fill the position after attempting to fill it with bargaining unit members, as set forth above, the Borough may hire an outside candidate for the position using the same minimum certifications listed for Captains.
- c. **Assistant Chief** -the minimum qualifications will be two (2) consecutive years as a Captain in the Naugatuck Fire Department. If awarded the position must become a ProBoard certified Health and Safety Officer, Incident Safety Officer and complete Incident Command ICS-400 by the end of the one (1) year probationary period; The Borough shall provide time off in the event classes are scheduled during working hours. If no bargaining unit member has two (2) years as a Captain in the Naugatuck Fire Department, the Borough may open the promotional test to bargaining unit members with less than two (2) consecutive years as a Captain in the Naugatuck Fire Department who are off of probation. If the Borough is unable to fill the position after attempting to fill it with bargaining unit members, as set forth above, the Borough may hire an outside candidate for the position using the same minimum certifications listed for Assistant Chief.
- d. **Driver Mechanic** - shall become EVT (Emergency Vehicle Technician) certified F-2 within his first two (2) years as driver mechanic and F-3 certified by the end of his third (3) year probationary period. The driver mechanic position shall be posted for the assistant mechanics first, if no assistant mechanic signs list it shall be offered to the Firefighters as per section 24.04 and 24.01. It is understood that there will be one (1) driver mechanic and three (3) assistant mechanics, assigned one (1) per shift. The Borough shall provide time off in the event classes are scheduled during working hours.
- e. **Deputy Fire Marshal** - said position shall be filled in accordance with Connecticut General Statutes and such position shall be filled from members within the bargaining unit, including dispatchers off probation.
- f. **Assistant Mechanics** - shall become field level certified in maintenance of

SCBA or fire extinguishers during their two (2) year probationary period.

Section 24.05: By the end of the first week of January each year, the Fire Chief will post a list of reading material for each promotional test category. The reading material for each promotional test category will not be changed until January of the next year.

A copy of all reading material associated with any promotional exam will be available at each fire station.

Such reading material will be made available to all employees in an assigned location at each fire station twenty-four (24) hours a day seven (7) days a week and signed out by the on-duty officer. Such reading material is to remain on premises and turned in at the end of the employees shift.

ARTICLE XXV – EDUCATION

Section 25.01: With prior approval by the Fire Chief, which such approval shall not be unreasonably withheld, any employee in the bargaining unit that enrolls in accredited courses specifically related to the fire service shall be fully reimbursed by the Borough for the costs of tuition books, and supplies. Said accredited courses shall include core courses required as part of an accredited degree program applicable to firefighting. However, said sums shall not be due and payable to the employee unless and until proof of successful completion of the course with a passing grade and submission of invoices showing payment of said tuition, books and supplies.

Section 25.02: Courses mentioned above shall not include non-accredited correspondence courses. Elective courses taken in pursuit of a fire service-related degree must be of an academic nature.

Section 25.03: Once an employee has signed up and paid for approved educational courses, if the Borough unilaterally changes the employees shift assignment, the Borough shall make the employees whole for any cost.

Section 25.04: To be eligible for tuition reimbursement employees must notify the Fire Chief in writing prior to: (1) January 1st of his/her intention to enroll in a course(s); and (2) provide an estimate of tuition and book costs and duration of course work. Failure to comply with this requirement may lead to denial of reimbursement.

Section 25.05: On the first payday of each fiscal year, upon written application and proof of college credits and/or college degree, employees shall be entitled to the following non-cumulative payment:

- a. After the successful completion of a two (2) year associated degree: five hundred dollars (\$500.00) per year.
- b. After the successful completion of a four (4) year bachelor's degree: one thousand dollars (\$1,000.00) per year.

- c. After the successful completion of a graduate (non-doctorate) degree: one thousand five hundred dollars (1,500.00) per year.

Employees are eligible for one (1) of the stipends set forth above for a degree specifically related to the fire service, regardless of the number of Associate, Bachelor and/or Graduate Degrees he/she may currently have, be pursuing or previously completed.

Section 25.06: For any course(s) mandated by the Fire Chief the Borough shall pay one hundred percent (100%) of the tuition charges for the course(s) required to be taken. In addition, the Borough shall pay all books and supplies necessary for the course(s) taken in addition, the Borough shall pay all reasonable and necessary expenses and costs incurred by the Firefighter for attending the course(s) and shall hire replacement personnel at the applicable rate to perform the duties of the Firefighter attending said course(s).

ARTICLE XXVI –FIRE MARSHAL’S OFFICE

Section 26.01: It is understood and agreed that the positions of Deputy Fire Marshal shall be filled in the future by the Fire Commission from the roster of the paid members of the Borough Fire Department, provided members of the Borough Fire Department are interested in the applicable position. If there are no members interested, the Borough may seek outside applicants. Appointment to this office is recognized as a Promotion covered by the provisions of Article XXIV.

Section 26.02: The position of Deputy Fire Marshal is subject to the provisions of Article XXIV Promotions.

Section 26.02.01: Any individual seeking the Deputy Fire Marshal position shall be required to have to have at least three (3) years’ experience in fire suppression or fire prevention activities, in responding and controlling releases or potential releases of hazardous materials, in inspection activities concerning the fire safety or prevention code or hazardous materials, and in the investigation of the cause and origin of fires and explosions.

Section 26.03: Notwithstanding the provisions of Article VIII, the Deputy Fire Marshal shall receive holiday pay in accordance with Article VIII, section 8.01 and 8.02. Provided, however, the Deputy Fire Marshal shall follow the annual Borough holiday schedule. If the Deputy Fire Marshal is called to work on a holiday, he shall be paid at time and one-half (1½) for all hours worked in addition to his holiday pay for that day.

Section 26.04: Notwithstanding the provisions of Article IX, the normal weekly schedule of hours by the Deputy Fire Marshal will be forty (40) hours, based on a five (5) day (Monday - Friday) and eight (8) hours per day (08:00- 16:00).

The Borough agrees to allow the Deputy Fire Marshal to work a “Flex Time” schedule in order to perform inspections at times that are convenient for the taxpayers of Naugatuck during the Monday - Friday work week. Flex Time shall mean that the Deputy Fire Marshal must work

Forty (40) hours during the Monday – Friday work week, but may modify such hours between 06:00 -18:00 hours to fulfill the Forty (40) hour week, with advance approval of the Fire Chief.

Section 26.05: Article X - Overtime, shall not apply to the Deputy Fire Marshal.

The Deputy Fire Marshal shall be eligible for overtime at the will of and pursuant to needs of the Fire Marshal and/or Fire Chief, and they shall be paid one and one-half (1½) their straight time hourly rate for hours worked in excess of eight (8) hours per day of forty (40) hours per week. The Deputy Fire Marshal shall be available for private duty on the same basis as all other members of Local 1219.

If the Deputy Fire Marshal is called back by the Fire Marshal, Chief or Officer in-charge to duty, he shall be paid a minimum of four (4) hours or the actual number of hours worked, whichever is greater, at one and one-half (1½) times his regular hourly rate.

Section 26.06: The Deputy Fire Marshal shall be paid his regular rate and any overtime for which he may be eligible pursuant to Section 26.04 above when he acts as Fire Marshal.

Section 26.07: Notwithstanding the provision of Section 12.01.5, for the purpose of vacation, each week will consist of six (6) working days.

Section 26.08: In lieu of the uniform allowance provided by Section 17.01, the Deputy Fire Marshal shall be paid a dress uniform allowance one thousand three hundred dollars (\$1,300.00) per contract year. The Deputy Fire Marshal shall wear a work uniform consisting of a fire department polo shirt and long station pants during all regular scheduled working hours unless a dress uniform is required for the duties assigned.

Section 26.08.01: Upon appointment, the Deputy Fire Marshal shall have their protective gear inspected and, if deemed necessary, issued new protective gear. Such protective gear shall consist of a helmet, turnout coat, boots and gloves, hardhat, jumpsuit or coveralls. The aforementioned items shall be maintained by the Deputy Fire Marshal and replaced as needed by the Borough. All gear shall be NFPA or OSHA approved as required under Article XVII, Section 17.03.

A Deputy Fire Marshal candidate from outside of the Naugatuck Fire Department who is appointed to the Deputy Fire Marshal position shall be issued new protective gear. Such protective gear shall consist of a helmet, turnout coat, boots and gloves, hardhat, jumpsuit or coveralls. The aforementioned items shall be maintained by the Deputy Fire Marshal and replaced as needed by the Borough. All gear shall be NFPA or OSHA approved as required under Article XVII, Section 17.03.

Section 26.09: Training for the Deputy Fire Marshal - The Deputy Fire Marshal shall be allowed to attend ninety (90) credit hours of continued education that is required of them by the State of Connecticut either by attending said training during their normal workday or, with the approval of the Fire Chief, attend after normal office hours and be paid overtime for such time.

Section 26.10: The Borough of Naugatuck shall pay all annual dues, up to fifty dollars (\$50.00) for each member of the Fire Marshal's Office in the Connecticut Fire Marshal's Association.

Section 26.11: The Deputy Fire Marshal shall have use of a fire department vehicle while he is on call in the absence of the Fire Marshal, provide that the Deputy Fire Marshal must use such vehicle in response to all calls.

Section 26.12: Bargaining unit members assigned to the Fire Marshal's office may use vacation and personal days in one-half (½) half day increments.

ARTICLE XXVII – TRAINING

Section 27.01: Past Practices concerning training while on duty and concerning training while an employee attends on a voluntary basis shall be continued. No training shall be taken without the approval of the Fire Chief.

Section 27.02: Notwithstanding the provisions of Article X, an employee who is scheduled by the Borough for training on a day or days, which are not the employee's regularly, scheduled workdays, shall be paid for a minimum of four (4) hours or the actual number of hours worked, whichever is greater, at one and one-half (1½) times his regular hourly rate.

Section 27.03: All expenses for registration, tuition and materials shall be paid by the Borough.

Section 27.04: If the scheduled training is out of State and requires the employee to obtain overnight accommodations, the Borough shall pay the cost of such accommodations provided the accommodations have been approved by the Borough.

Section 27.05: Each employee shall be paid thirty-five dollars (\$35.00) per diem for meal expenses for each day of training he attends for overnight training sessions, unless meals are included in the registration fee. In such cases, the per diem meal allowance will be prorated and given for only those meals not included in the registration fee on the following basis:

Breakfast	\$10.00
Lunch	\$10.00
Dinner	\$15.00

The meal per diem rate shall be paid in advance for attendance at overnight training that is a minimum of five (5) days.

In the event that a bargaining unit employee is attending a recruit class, he/she shall receive a meal allowance for one (1) meal per day in accordance with the schedule set forth above (at the dinner level of allowance).

Section 27.06: When an employee is scheduled by the Borough for training, said employee shall travel in a Borough vehicle. In the event an employee is required to return before the end of the

training session because of an emergency, the Borough shall reimburse the employee for reasonable expenses related to his emergency return. The employee must present clear and convincing evidence to substantiate the emergency, for example, death or serious illness or injury in the immediate family as defined in Article XIII, Section 13.01. In the event that a Borough vehicle is not available on the scheduled date of the class in question, the Borough shall rent a car for the employee to use for the scheduled training class.

Section 27.07: Employees required to attend the training sessions are on duty during their travel time and while at the training session.

Section 27.08: Employees who are required to attend training that is held outside of the Borough of Naugatuck shall be given as much advance notice as reasonably possible.

Notice of training conducted by an outside agency (i.e. - state, regional or private instructors) held in the Borough during times that employees are on duty shall be posted no later than the end of the day shift prior to the scheduled training for that shift.

Section 27.09: Training for employees while on duty shall be conducted Monday through Saturday.

There shall be no training conducted during Sundays and holidays. Training for employees while on duty shall be conducted during the following hours, 0900 hours through 1200 hours, 1300 hours through 1600 hours and 1800 through 2100 hours. A meal break shall be established by agreement between the instructor and the on-duty shift. No outdoor training shall be conducted during inclement weather.

Inclement weather shall mean snow or temperatures below forty (40) degrees or in excess of ninety (90) degrees. Inclement weather shall also include rain when accompanied by excessive winds and/or thunderstorms. Exception, ice rescue training once per shift per year with temperatures below thirty-two (32) degrees.

Section 27.10: The Borough agrees to provide EMR and/or EMT certification and/or recertification classes for employees. The Borough agrees to provide recertification training for Paramedics, to a maximum number of hours equal to EMT refresher training, as required by OEMS.

Employees who separate from employment within twelve (12) months of taking paramedic training (to a maximum number of hours equal to EMT refresher training, as set forth above), initial EMR and/or initial EMT training classes (in accordance with the language set forth herein), shall reimburse the Borough for all costs related to said courses (the tuition, books and fees for the course).

Such reimbursement shall be deducted from any accrued time the employee is to receive from the Borough upon his/her separation from employment.

Section 27.11: Employees who voluntarily attend a certification course by the Connecticut Fire Academy or an EMR and/or EMT certification and/or recertification class, may be permitted to use a department vehicle, if available and authorized by the Chief.

Employees attending certification classes during a scheduled work shift may attend such class and a replacement employee will be scheduled by the Borough.

An employee attending the certification class shall not receive overtime on days he/she is attending such class.

ARTICLE XXVIII – PRIVATE DUTY

Note: See Section 36.05 for Dispatchers.

Section 28.01: It is understood that the Union shall be entitled to exclusive rights to fire watch. It is understood that the Borough establishes an administration charge, which is added to the private duty rates. The hourly rate for bargaining unit employees performing private duty/fire watch shall be paid at the rate of time and one-half (1½) the highest ranking sworn bargaining unit employee of the fire department (“regular private duty rate”), with a four (4) hour minimum. Notwithstanding the foregoing, private duty worked for civic organizations, churches, the Borough of Naugatuck or the Naugatuck Board of Education shall be paid at time and one-quarter (1¼) the highest ranking sworn member bargaining unit employee of the fire department (“civic organization rate”) (civic organizations and the Borough of Naugatuck shall be defined by mutual agreement between the Fire Chief and the Union President).

Bargaining unit employees assigned to the Fire Marshal Division shall be given the opportunity of being asked for twenty-five percent (25%) of all private duty assignments.

Section 28.02: In any occupied municipal building in which the fire alarm system is out of order for one (1) hour or more, a Firefighter shall be hired to perform fire watch. In any unoccupied Municipal Building in which the fire alarm system is out of order for four (4) hours or more, a Firefighter shall be hired to perform fire watch.

ARTICLE XXIX – ASSISTANT CHIEF

Section 29.01: Notwithstanding the provisions of Article VIII, the Assistant Chief shall receive holiday pay in accordance with Article VIII, Sections 8.01 and 8.02. Provided, however, the Assistant Chief shall follow the annual Borough holiday schedule. If the Assistant Chief is called to work on a holiday, he shall be paid time and one half (1.5x) for all hours worked in addition to his holiday pay for that day.

Section 29.02: Notwithstanding the provisions of Article IX, the normal weekly schedule of hours of the Assistant Chief will be forty (40) hours based on five (5) days per week (Monday through Friday) and eight (8) hours per day (08:00 to 16:00).

- a. The Borough agrees to allow the Assistant Chief to work a “flex time” schedule during the Monday through Friday work week. Flex time shall mean that the Assistant Chief must work forty (40) hours during the Monday through Friday work week, but may modify such hours between 06:00 and 18:00 hours to fulfill the forty (40) hour work week.
- b. The Borough shall not be required to back fill any hours of the Assistant Chief’s normal eight (8) hour shift of 08:00 to 16:00 when the Assistant Chief works a flex time schedule.
- c. The Borough agrees that the individual promoted to Assistant Chief will be allowed to take personal days and vacation days in one-half (1/2) day increments. When a one-half (1/2) day is used, the position will be back filled according to current contract language.

Section 29.03: The Assistant Chief shall be eligible to perform overtime, provided that, all other members of the Naugatuck Fire Department eligible to work such overtime, have first refused such overtime. The Assistant Chief shall always be eligible for overtime pay when responding to “Box 35” alarms. His overtime rate shall be calculated in the same manner as the overtime rate of the Firefighter. The Assistant Chief shall be eligible for private duty according to Article XXVIII of this Contract.

Section 29.04: Notwithstanding the provision of Section 12.05, for the purpose of Assistant Chief’s vacation each week will consist of six (6) working days.

Section 29.05: In lieu of the uniform allowance provided by Section 17.01, the Assistant Chief shall be paid a dress uniform allowance one thousand three hundred dollars (\$1,300.00) per contract year.

Section 29.06: It is agreed that the duties of the Assistant Chief shall include, but are not limited to, coordinating the preplanning and safety requirements for the Fire Department.

Section 29.07: The Assistant Chief shall be provided with a suitable Borough vehicle with similar markings and warning lights as the Chief and Deputy Chief vehicles for the Assistant Chief’s exclusive and unrestricted business and personal use at all times during the term of this Agreement. The Borough agrees to insure the vehicle for appropriate levels of automotive liability, property damage and comprehensive insurance coverage on said vehicle, as well as provide maintenance and repair of said vehicle. All out of state vehicle use must be related to the official duties of the Assistant Chief and the Assistant Chief must receive the prior written approval of the Fire Chief at the Fire Chief’s sole discretion.

Section 29.08: In the event that the Chief and Deputy Chief are unavailable, the Chief, at his discretion, may offer four (4) hours of pay at time and one-half (1½) to the Assistant Chief during the Assistant Chief’s off-duty hours to be available to respond to emergency calls.

ARTICLE XXX – SAVINGS CLAUSE

Section 30.01: All other job benefits, rights and privileges enjoyed by the employees immediately prior to the effective date of this agreement, which are not specifically provided for or abridged in this agreement, are hereby protected by this agreement.

ARTICLE XXXI – DURATION

Section 31.01: This Agreement shall become effective on July 1, 2024 and shall be binding upon the Borough and the Union and shall continue in full force and effect until midnight on the 30th day of June, 2028, when it shall expire, provided, however, that if neither party gives notice under Section 31.02 below, this Agreement shall automatically re-new itself and all provisions shall remain in effect with the same force as during the original term thereof.

Section 31.02: If either the Union or the Borough desire to meet for the purpose of negotiating changes or modifications in the provisions of this agreement, they shall give written notice of such desire to the other, no earlier than January 1, 2028, and no later than March 31st, 2028.

ARTICLE XXXII – NO LAYOFF PROVISION

Section 32.01: There shall be no layoffs or reductions in force through June 30th 2028.

ARTICLE XXXIII – PAY CHECKS

Section 33.01: All employees will be paid on a bi-weekly basis.

Section 33.02: All bargaining unit employees shall be paid via direct deposit. Accordingly, all remuneration owed to employees shall be paid via direct deposit. Bargaining unit employees shall complete necessary documentation in order for the Borough to implement direct deposit. Additionally, all bargaining unit employees may receive pay stubs, W-2, 1095 and federal and state wage reporting forms and information issued by the Borough electronically.

ARTICLE XXXIV – RETROACTIVE APPLICATION

Section 34.01: Wage increases and uniform allowance shall be retroactive to July 1, 2024 unless otherwise provided for herein.

ARTICLE XXXV – ACCUMULATED TIME

Section 35.01: Members of the Naugatuck Fire Department will be allowed to accrue up to one hundred and eighty (180) hours of accumulated time.

This time may be earned in lieu of pay for overtime hours worked. Due to the bookkeeping necessary in tracking these hours, all accumulated time will be listed as straight time (example: twelve (12) hours earned at time and one-half (1½) will be posted as eighteen (18) hours of

accumulated compensatory time). A one (1) hour earned on call back will be posted as one and one-half (1½) hours of accumulated compensatory time.

No additional hours may be accumulated after the turn in date, June 1st until the new fiscal year. Accumulated time payments will be made at the request of the employee during the course of the contract year. Any remaining accumulated time will be paid in the first payroll period of June in each contract year.

ARTICLE XXXVI – DISPATCHERS

Section 36.01: It is agreed and understood that the Borough may hire up to four (4) Non-Firefighters to serve as fire Dispatcher personnel. Each Dispatcher shall become a full member of Local 1219, IAFF, and shall be entitled to all benefits and representation of Union Membership. A fire Dispatcher will be assigned to fire headquarters during each shift.

Section 36.02: Work Schedule - The work hours for Dispatchers shall be an average of not more than forty-two (42) hours per workweek, computed over a period of one (1) contract year based on a four (4) platoon system. Dispatchers shall work a twenty-four (24) hour on, seventy-two (72) hour off schedule.

The parties further agree that the calculation of all benefits shall remain as is, except where specifically noted herein.

Each day shift and night shift shall be considered separately for the purpose of all leave time as defined in the collective bargaining agreement. It is agreed and understood that the starting time and relieving time for work of the dispatching force shall continue in accordance with current practice.

Each twenty-four (24) hour work period shall be defined as a work tour and each of the above-mentioned day or night components shall be defined as a shift or working shift.

The starting time of the a.m. shift shall be 8:00 a.m. and the starting time of the p.m. shift shall be 8:00 p.m. In the event that the Borough decides to change the starting time, the Union shall be provided with sixty (60) days prior written notice of the change and upon demand from the Union during such sixty (60) day period, negotiate over the impact, if any, of the change in starting times.

A Dispatchers regular work schedule will consist of either (a) twenty-four (24) hour week paid at twenty-four (24) hours straight-time or (b) forty-eight (48) hour week paid at forty (40) hours straight-time and eight (8) hours paid at one and one-half (1½) his hourly rate.

If a Dispatcher takes any time off during his twenty-four (24) hours hour work week any extra shift(s) shall be paid in accordance with Section 36.03. If a Dispatcher takes any time off other than jury duty during his forty-eight (48) hour work week, such time off shall not be considered

working hours and therefore his forty-eight (48) hours shall be paid at straight-time and any extra shift(s) shall be paid in accordance with Section 36.03.

Section 36.03: Whenever any Dispatcher works any additional shift(s) beyond his regular assigned work schedule, in addition to any other benefits to which he may be entitled, he shall be paid for such additional time worked at an overtime rate of one and one-half (1½) times his regular hourly rate as that which he received for his regularly assigned duty.

If a Dispatcher is called back by the Fire Chief or Officer in-charge to duty for less than a full day or night tour of duty, he shall be paid for four (4) hours or the actual number of hours worked, whichever is greater, at one and one-half (1½) times his regular hourly rate.

Section 36.04: Whenever overtime is required, it shall be rotated among employees who perform Dispatcher duties. The overtime assignment list will be posted in an assigned location in dispatch. Reasonable notice shall be given whenever possible to the employee in connection with scheduling overtime work.

In the event of an emergency, the Fire Chief or Officer-in-Charge will not be obligated to call the Dispatcher at the top of the overtime list and any employee in the vicinity of the fire house may be selected to work regardless of the rotation list.

Section 36.05: Dispatchers shall not be eligible to perform private duty jobs covered under Article XXVIII.

ARTICLE XXXVII – CONTRACTING OUT

Section 37.01: During the terms of this contract, the Borough shall not contract out work directly relating to Fire fighting that is presently performed exclusively by bargaining unit members. It is understood that the union shall be entitled to exclusive rights to Fire Fighting in the Borough of Naugatuck. No outside fire department or outside agencies will be called into Naugatuck to perform firefighting duties until box 35 is sounded.

This Agreement excludes the state police helicopter (Trooper one) D.E.E.P. advisors.

ARTICLE XXXVIII– FEDERAL, STATE OR REGIONAL RESPONSE TEAM

Section 38.01: It is understood that any member of the Naugatuck Fire Department Local 1219 that has been accepted as a member of a FEMA Task Force or as a member of the Connecticut State Task Force or as a member of a Regional Task Force, will be granted time off at no cost to the individual (i.e. – sick, vacation or personal time) to participate in training or activation of such team during his regularly scheduled day of work. Such time off shall be limited to for each member who is a member of the aforementioned task force(s) one hundred fifty-six (156) work hours per contract year. When possible, training should be taken on off duty hours, if there is more than one training session offered. The Fire Chief shall be provided with a copy of the training schedule as far in advance as possible prior to commencement of such training.

An employee must receive the Chief's approval prior to commencing such training.

Additionally, in the event that an employee is on-duty at the time he/she is activated, such employee may not leave work until a replacement is hired and the replacement reports to work.

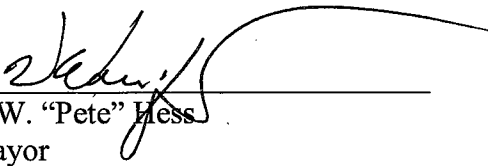
In the event that a local disaster occurs, the Fire Chief has the discretion to deny any activation in order to protect the interests of the Borough of Naugatuck.

ARTICLE XXXIX – MANAGEMENT RIGHTS

Section 39.01: Except as otherwise limited by an express provision of this Agreement, the Borough and/or Fire Chief reserves and retains, whether exercised or not, all the lawful and customary rights, powers, and prerogatives of management. Such rights include, but are not limited to, establishing standards of productivity and performance of its employees, determining the mission of the agency and the methods and means necessary to fulfill that mission, including the discontinuation of services, or programs in whole or in part; the assignment, direction, and transfer of personnel; authorizing overtime above regular staffing levels; the establishment of reasonable work rules; and the taking of all necessary actions to carry out its mission in emergencies.

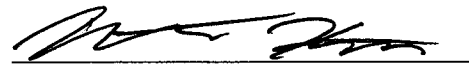
IN WITNESS WHEREOF, the Employer and the Union cause this Agreement to be executed by their mutually authorized Officers or Representatives on this 3rd day of July 2024.

Borough of Naugatuck



N.W. "Pete" Hess
Mayor

**Naugatuck Fire Fighters
Local 1219, IAFF, AFL-CIO**



Matthew Hetrick
President Local 1219

Schedule 1-a
Firemen's Pension Plan - C

Section 1: Except as set forth in Paragraph XXII and XXIIa, the Borough of Naugatuck, Connecticut (hereinafter "Borough" or "Employer") and Local Number 1219, of the International Association of Fire Fighters (hereinafter "Union"), hereby adopt Firemen's Pension Fund "B", schedule 1-a, Plan "C" for employees hired for bargaining unit positions prior to July 1, 2012 (hereinafter "eligible employees").

Section 2: The Board of Mayor and Burgesses of the Borough of Naugatuck shall annually appropriate to said fund a sum of not less than three hundred dollars (\$300.00).

Section 3: Upon the Signing of this Agreement or Issuance of an Arbitration Award, each eligible employee shall pay into said fund a sum equal to four percent (4%) in year 1 of the contract (July 1, 2012 through June 30, 2013), six percent (6%) in year 2 of the contract (July 1, 2013 through June 30, 2014) and eight percent (8%) commencing on July 1, 2014, of his/her gross pay excluding private duty pay, tuition reimbursement and clothing allowance, prorated monthly, which sum shall be deducted from each such eligible employee's pay and transmitted to said fund in addition to the annual appropriation of the Board of Mayor and Burgesses.

An eligible employee's gross pay for the purpose of calculating pension benefits shall be defined as the eligible employee's average gross pay earned by the employee in the three (3) calendar years during which the employee earned his/her highest gross pay excluding private duty pay, uniform allowance and tuition reimbursement and shall include overtime except that the amount of overtime pay to be included in the pension benefit calculation shall be capped at sixty percent (60%) of each employee's base pay for each year of the final three year average earnings calculation, provided that said eligible employee has contributed to this fund for all prior years of service. (See Exhibit A for example(s) of pension benefit calculations.) It is understood that accumulated sick time up to a maximum of sixty (60) days paid upon retirement shall be included in calculating the employee's last year's base salary of the three (3) year average. For employees hired before April 1, 1986, accumulated sick time up to a maximum of ninety (90) days paid upon retirement shall be included in calculating the employee's last year's base salary of the three (3) year average. Additionally, accumulated vacation time up to thirty (30) days shall be included as part of the employee's three (3) year gross pay.

It is further agreed that no paid member shall receive a pension in excess of seventy-five percent (75%) of his/her final average earnings as set forth herein.

Section 4: Said fund shall be under the control of the Board of Mayor, Burgesses and one (1) member of the bargaining unit designated by the Union. The Board of Mayor, Burgesses and the one (1) Union representative shall make rules and regulations for the control, investment and deposit of said fund and are empowered to accept and receive all contributions and donations specifically given to said fund. The controller of the Borough of Naugatuck shall receive and deposit all monies paid into said fund and make such payments as are ordered by a majority vote of the Board of Mayor, Burgesses, and the one (1) Union representative.

Section 5: All employees of the Naugatuck Fire Department who are presently members of Pension Plan "B" of the Borough of Naugatuck shall waive all rights under said Pension Plan and contributions (effective upon the Signing of this Agreement or Issuance of an Arbitration Award) that have been made by said employees, plus interest, shall be transferred from the Firemen's Pension Plan "B" to the Firemen's Pension Plan "C", and said employees shall be entitled to all benefits that are provided for under the Firemen's Pension Fund. Said employees are also to adhere to all the rules and conditions of the Firemen's Pension Fund "C". All eligible employees who have their contributions transferred from any pension plan of the Borough of Naugatuck to the Firemen's Pension Plan "C" shall be entitled to benefits from the date of the Signing of this Agreement or the Issuance of an Arbitration Award.

Section 6: All eligible employees of the Naugatuck Fire Department of the Borough of Naugatuck shall be required to become members of the Firemen's Pension Fund Plan "C" and shall contribute to said fund as provided for herein. Bargaining unit employees either new to the bargaining unit as of July 1, 2012 or hired by the Borough on or after July 1, 2012, shall not be eligible to participate in the Firemen's Pension Fund Plan "C."

Section 7: When any eligible employee who has attained a combined total where age and service equals fifty-five (55) and who has served for a period of not less than twenty (20) consecutive years and has contributed to said fund as provided for herein, he/she shall be eligible for a pension upon his/her request on a monthly allotment equal to seventy percent (70%) of his/her average gross pay, as defined in Section 3 herein, for the three (3) calendar years that he/she earned his/her highest gross pay, as defined in Section 3 herein, provided that said employee has contributed to this fund for all prior years of service.

When any eligible employee who has attained a combined total where age and service equals fifty-seven (57) and who has served for a period of not less than twenty-one (21) consecutive years and has contributed to said fund as provided for herein, he/she shall be eligible for a pension upon his/her request on a monthly allotment equal to seventy-one percent (71%) of his/her average gross pay, as defined in Section 3 herein, for the three (3) calendar years that he/she earned his/her highest gross pay, as defined in Section 3 herein, provided that said employee has contributed to this fund for all prior years of service.

When any eligible employee who has attained a combined total where age and service equals fifty-nine (59) and who has served for a period of not less than twenty-two (22) consecutive years and has contributed to said fund as provided for herein, he/she shall be eligible for a pension upon his/her request on a monthly allotment equal to seventy-two percent (72%) of his/her average gross pay, as defined in Section 3 herein, for the three (3) calendar years that he/she earned his/her highest gross pay, as defined in Section 3 herein, provided that said employee has contributed to this fund for all prior years of service.

When any eligible employee who has attained a combined total where age and service equals sixty (60) and who has served for a period of not less than twenty-three (23) consecutive years and has contributed to said fund as provided for herein, he/she shall be eligible for a pension upon his/her request on a monthly allotment equal to seventy-three percent (73%) of his/her average

gross pay, as defined in Section 3 herein, for the three (3) calendar years that he/she earned his/her highest gross pay, as defined in Section 3 herein, provided that said employee has contributed to this fund for all prior years of service.

When any eligible employee who has attained a combined total where age and service equals sixty-one (61) and who has served for a period of not less than twenty-four (24) consecutive years and has contributed to said fund as provided for herein, he/she shall be eligible for a pension upon his/her request on a monthly allotment equal to seventy-four percent (74%) of his/her average gross pay, as defined in Section 3 herein, for the three (3) calendar years that he/she earned his/her highest gross pay, as defined in Section 3 herein, provided that said employee has contributed to this fund for all prior years of service.

When any eligible employee who has attained a combined total where age and service equals sixty-two (62) and who has served for a period of not less than twenty-five (25) consecutive years and has contributed to said fund as provided for herein, he/she shall be eligible for a pension upon his/her request on a monthly allotment equal to seventy-five percent (75%) of his/her average gross pay, as defined in Section 3 herein, for the three (3) calendar years that he/she earned his/her highest gross pay, as defined in Section 3 herein, provided that said employee has contributed to this fund for all prior years of service.

It is further agreed that no eligible employee shall receive a pension in excess of seventy-five percent (75%) of his/her average gross pay, as defined in Section 3 herein, for the three (3) calendar years that he/she earned his/her highest gross pay, as defined in Section 3 herein.

Any eligible employee who desires to retire with less than twenty-five (25) years of service must provide the Borough with sixty (60) days irrevocable written notice.

Section 8: Any eligible employee of the Naugatuck Fire Department may be retired as provided for herein on account of illness or total or partial incapacity resulting from injury incurred in the discharge of his/her duty. In order to qualify for such retirement, the eligible employee must be examined by three (3) reputable physicians selected by the Borough. If upon completion of the examinations, two (2) of the physicians determine and certify in a written report to the Borough that the eligible employee is unable to perform the essential duties of a Firefighter, the eligible employee may be retired under this section on a monthly allotment equal to one-half (1/2) of the average monthly pay received by him during the three (3) calendar years that he/she earned his/her highest gross pay, as defined in Section 3 herein. The written, certified report must be submitted to the Borough within twelve (12) months of the date of the eligible employee's application for retirement.

Section 9: When any eligible employee of the Naugatuck Fire Department with ten (10) or more years of service who has contributed to this pension fund for at least ten (10) years as provided for herein becomes unable to perform his duties as a Firefighter and is so certified by three (3) reputable physicians chosen by the Borough of Naugatuck from causes not incurred in the performance of his/her duty, he/she may be retired on a monthly allotment equal to one-half (1/2)

of the average monthly pay received by him during the three (3) calendar years that he/she earned his/her highest gross pay, as defined in Section 3 herein.

Section 10: Each eligible employee who terminates his employment prior to normal retirement shall acquire a vested interest in his/her pension benefits provided that said eligible employee has at least ten (10) continuous years of employment as a full-time employee with the Borough as a member of the Union during which period said eligible employee contributed toward the pension plan. Said eligible employee shall be paid a pension benefit equal to two percent (2%) of his/her base salary for the three (3) calendar years that he/she earned his/her highest average base salary multiplied by his/her years of credited service. Said pension benefits shall begin when the eligible employee reaches the retirement age referred to in the Agreement and said benefit shall be limited to a maximum of sixty percent (60%) of the final three (3) year calendar years that he/she earned his/her highest gross pay, as defined in Section 3 herein. It is agreed that no pension will be paid unless said eligible employee allows his/her own contribution to remain in the pension fund.

Section 11: When any eligible employee of the Naugatuck Fire Department who has contributed to this fund dies, whether prior to or subsequent to retirement, they shall be paid monthly by the Borough of Naugatuck a sum equal to one-half ($\frac{1}{2}$) of the pension benefits that are being paid to said eligible employee or that would have been paid to said eligible employee if he retired in accordance with the terms of this pension fund at the time of his death such payments to be made:

- a. To the surviving spouse of such eligible employee for his/her lifetime or until his/her remarriage;
- b. To the minor dependent child of such eligible employee upon the death or remarriage of such spouse (or upon the death of the member, if there shall be no such surviving spouse), provided, however, that such sum shall not exceed twenty-five percent (25%) of such eligible employee's pension benefits at the time of his death, if there shall be only one (1) minor dependent child; thirty-seven and one-half percent ($37\frac{1}{2}\%$) if there shall be two (2) surviving minor children, and fifty percent (50%) if there shall be three (3) or more minor children. Said payments for each minor child shall cease when said minor child reaches the age of eighteen (18) years;
- c. If there shall be no surviving spouse, and no surviving minor dependent child, such pension benefits shall be paid to the surviving dependent parents or parent of such eligible employee. If there shall be no person eligible to receive benefits under this section as outlined in paragraphs A, B and C above, there shall be paid the estate of the deceased eligible employee an amount equal to the contributions made by such eligible employee to the pension fund diminished by any amount or amounts which such eligible employee or his spouse or surviving children or parents may have received under the provisions of paragraph A, B or C above.

Section 12: No action for any amount due under the provisions of this act shall be brought but within two (2) years after the right of action accrue. All amounts not claimed within said period shall remain a part of said fund.

Section 13: Said fund and the right of any person under the provisions of this act to any payment from said fund shall be exempt from any state, municipal, transfer or inheritance tax and shall not be subject to attachment, garnishment or execution and shall be unassignable.

Section 14: It is expressly understood that the Union waives any claim to a retroactive application of any of the terms of this pension fund that may exist.

Section 15: The Borough agrees to notify the Union President and the Union Pension Board Representative of all meetings of the Pension Board.

Section 16: The Borough agrees to provide copies of any activity report(s) and/or annual pension report of earnings and status to the President of the Union.

Section 17: The Borough agrees to provide each eligible employee with a statement of their contributions to the plan and projected benefits at normal retirement once annually.

Section 18: Effective July 1st of each year following the full year after an eligible employee's retirement following his normal retirement age or disability retirement the eligible employee's benefits shall be increased by twenty-five percent (25%) of the percentage of any wage increase received by an employee in the same classification as such participant at the time of his/her retirement; provided, however, such benefit shall never exceed one hundred percent (100%) of the eligible employee's final average earnings.

Section 19: Any eligible employee who was laid off and had withdrawn his/her contributions from the pension fund shall be entitled to buy back into said fund. Such eligible employee shall be entitled to spread such payments over the number of weeks remaining to his/her earliest date of full retirement. In no event shall buy back period exceed five (5) years.

Section 20: For purposes of the Borough's defined benefit plan, the effective date shall be July 1, 2012. The duration of the Borough's defined benefit plan shall extend through July 1, 2051, and shall not be subject to reopener during this time period, except as set forth below.

Either party wishing to amend or modify this Agreement may so notify the other party by certified mail, no earlier than January 1, 2051 nor later than February 28, 2051. In the event such notice to amend or modify is not given within the period above, this Agreement shall automatically be extended for one (1) year and such notice requirement shall be repeated.

The parties understand and agree that the only exception to reopening the Borough's defined benefit plan is if changes in applicable law require changes to the Plan to conform to such changes in the law. Therefore, for the duration of this Agreement, through June 30, 2051, the Borough and the Union shall be prohibited from reopening the terms of the defined benefit

portion of the Fireman Pension Fund. This provision may not be waived, nor modified by the agreement of the Borough and the Union at any time, and enforcement of this provision may be pursued by any beneficiary of the Fireman Pension Fund. The parties agree that waiver or modification of this provision shall result in irreparable harm to the employee participants in the defined benefit portion of the Fireman Pension Fund, as well as to non-employee beneficiaries thereof, and the parties further agree that any court of competent jurisdiction shall have authority to issue, by ex parte order, an injunction enjoining waiver or modification of this provision, and further mandating compliance therewith. Both the Borough and the Union shall be responsible jointly and severally for paying any attorneys fees and costs incurred by any employee participant or non-employee beneficiary of the defined benefit portion of the Fireman Pension Fund who successfully pursues enforcement of this provision before any appropriate forum.

Section 21: Fire department employees in Pension Plan A shall have the option to transfer to Pension Plan C.

Bargaining unit members eligible for Firemen's Pension Plan - C

Alfes, Richard
Alford, Jason
Andrew, Tim
Behuniak, Jason
Beltrami, Albert
Bozzuto, Paul
Chatfield, Michael
Christoff, David
DeBisschop III, John
Flaherty, Stephen
Foley, Thomas
Gallino, Todd
Grotke, Kevin
Hanks, Kenneth
Hardt, David
Healy, Vincent
Hebb, Stephen
Kaminski, Thomas
Lauer, John
Mckirryher, Gregory
Melninkaitis, Vidas
Moore, Tommy
Noll, Glen
Patterson, Leonard
Porto, David
Ragauskas, Robert
Reilly, Sean
Ricci, Jim

Roberts, James
Russell, Paul
Salcito, Anthony
Scanlon, William
Seaman, Jason
Seaman, Walter
Seeger, David
Sousa, Stephen
Tavares, Richard
Trzaski, James
Vanwart II, David
Weaver, Robert

	Exhibit A		
	Year 1	Year 2	Year 3
	2010	2011	2008
Gross Pay	85,030	89,056	91,330
Minus Private Duty	-	181	1,904
Minus Uniform	650	650	600
Minus Tuition reimbursement	-	-	-
Adjusted Gross Pay	84,380	88,225	88,826
Base Pay	51,832	53,398	51,066
3rd yr include 60 sick days (cap)			<u>17,870</u>
Adjusted Base Pay	51,832	53,398	68,936
Over Time @ 60% of Base (cap)	31,099	32,039	41,362
Actual Overtime Worked	28,994	28,518	31,141
Loss of Overtime			
Additional contractual payments: Holiday, Vacation, Longevity, Retroactivity. Etc.	3,554	6,309	6,618
Accumulated Vacation 30 days (cap)			<u>8,935</u>
Total	3,554	6,309	15,553
Pensionable Gross Pay	84,380	88,225	115,630
Pension Calculation Recap:			
Year 1 Gross Pay	84,380		
Year 2 Gross Pay	88,225		
Year 3 Gross Pay	<u>115,630</u>		
Total	288,235		
Divide/3	96,078		
75%	72,059	Annual benefit	
	6,005	Monthly benefit	

Schedule 2-a
Firemen Pension Plan D

Section 1: Bargaining unit employees either new to the bargaining unit as of July 1, 2012 or hired by the Borough on or after July 1, 2012 shall not be eligible to participate in the Firemen's Pension Plan C. Such employees either new to the bargaining unit as of July 1, 2012 or hired by the Borough on or after July 1, 2012 shall be required to participate in the Borough's defined contribution plan with a minimum contribution of three and three quarter percent (3.75%) annually of total W-2 wages (excluding private duty, tuition reimbursement and clothing allowance) (and shall not be eligible to participate in any other pension plan offered by the Borough).

Section 2: The Borough shall contribute three- and three-quarter percent (3.75%) annually of employee's total W-2 wages (excluding private duty, tuition reimbursement and clothing allowance), as a match of the employee's contribution of three- and three-quarter percent (3.75%); however, the employee may, on a voluntary basis, contribute up to the maximum amount allowed by applicable law.

Effective upon the signing of this Agreement by both parties or issuance of an arbitration award (with no retroactive application of the increased match), the Borough's match shall be as follows:

Upon signing of Agreement through June 30, 2026:

Date of hire to three (3) years	Eight percent (8%)
Three (3) Years and one day to five (5) years	Nine percent (9%)
More than five (5) years	Eleven percent (11%)

From July 1, 2026 through June 30, 2028:

Date of hire to three (3) years	Nine percent (9%)
Three (3) Years and one day to five (5) years	Ten percent (10%)
More than five (5) years	Twelve percent (12%)

Section 3: The Borough's contribution shall be made on a bi-weekly basis.

Section 4: Any eligible employee who desires to retire with less than twenty-five (25) years of service must provide the Borough with sixty (60) days irrevocable written notice.

Section 5: The Borough agrees to provide a group Long Term Disability Policy at no cost to all bargaining unit employees either new to the bargaining unit as of July 1, 2012 or hired by the

Borough on or after July 1, 2012. Such policy shall provide benefits at no less than the benefits set forth in the policy offered by the Borough on July 1, 2012. A copy of the policy in effect as of July 1, 2012 is attached hereto as Addendum E.

Section 6: For purposes of the Borough's defined contribution plan, the effective date shall be July 1, 2012. The duration of the Borough's defined contribution plan shall extend through July 1, 2051, and shall not be subject to reopener during this time period, except as set forth below.

On an annual basis, effective June 30, 2013 the Borough, at its discretion, may seek to reopen the Borough's defined contribution plan for the limited purpose of negotiating over increasing the Borough's maximum contribution match toward the defined contribution plan set forth herein by providing written notice to the Union by certified mail, no earlier than one-hundred fifty (150) days of the applicable year nor later than one-hundred twenty (120) of the applicable year.

Additionally, in the event that the Union offers an alternative pension plan for its members either new to the bargaining unit as of July 1, 2012 or hired by the Borough on or after July 1, 2012 such plan may be substituted for the Borough's plan, provided that no additional cost is incurred by the Borough. If the Union seeks to offer such alternative plan, it shall provide the Borough with one hundred twenty (120) day advance notice. The Borough may review such plan prior to implementation. If the Borough does not agree to such plan, the parties will seek mediation and, if necessary, interest arbitration regarding whether the plan is equal to or better than the plan offered by the Borough.

Either party wishing to amend or modify this Plan may so notify the other party by certified mail, no earlier than January 1, 2051 nor later than February 28, 2051. In the event such notice to amend or modify is not given within the period above, this Agreement shall automatically be extended for one (1) year and such notice requirement shall be repeated.

Schedule 3-a
Early Retirement Incentive

- All current employees eligible to participate in the Fireman's Pension Plan C who have completed at least seventeen (17) consecutive years of service may elect to retire early by exchanging thirty (30) days of his/her maximum ninety (90) days of sick leave payout at termination for each year (maximum 3 years) that he/she retires prior to attaining twenty (20) years of consecutive service.
- At all times a minimum of twenty-five percent (25%) of the aggregate number of early retirees must waive retiree insurance coverage in order for the early retirement provision to be available to new entries.
- The waiving of insurance during early retirement will be incentivized with a six thousand five-hundred-dollar (\$6,500) insurance stipend payable on an annual basis on the first Thursday in July by separate check, less the standard deductions, and state and federal withholdings.
- Following an employee's 1-, 2- or 3- year term of early retirement, the retiree that waived insurance may continue to do so and receive the \$6,500 annual incentive or he/she may elect to rejoin the Borough's retiree insurance program at any time after his/her early retirement period. A retiree who rejoins the Borough's medical insurance plan will no longer receive the \$6,500 incentive payment and will be subject to the terms of Addendum C-1 Retiree Medical Coverage of the collective bargaining agreement.
- An eligible employee who desires to retire under the early retirement incentive, must provide the Borough with sixty (60) days irrevocable written notice prior to the employee's early retirement date.

BENEFIT	Addendum A Insurance Matrix Borough of Naugatuck HDHP
Cost shares	<p>In-Network services subject to Deductible (7/1/2024 to 6/30/2026)</p> <p>Deductible \$2,250/\$4,500 (shared with In-Network) Coinsurance 70%/30% \$3,250/\$6,500 in network maximum out of pocket, \$5,000/\$10,000 out of network maximum out of pocket Upon satisfaction of the deductible: \$5.00 Generic/\$25.00 brand name \$40.00 non-formulary</p> <ul style="list-style-type: none"> • The plan does not cover bariatric procedures • Infertility benefits are subject to the state mandate limits • High-cost diagnostics and x-rays are subject to a \$75.00 co-pay (to a maximum of \$375.00 per plan year) <p>In-Network services subject to Deductible (7/1/2026 to 6/30/2028)</p> <p>Deductible \$2,500/\$5,000 (shared with In-Network) Coinsurance 70%/30% \$3,500/\$7,000 in network maximum out of pocket, \$5,000/\$10,000 out of network maximum out of pocket Upon satisfaction of the deductible: \$5.00 Generic/\$25.00 brand name \$40.00 non-formulary</p> <ul style="list-style-type: none"> • The plan does not cover bariatric procedures • Infertility benefits are subject to the state mandate limits • High-cost diagnostics and x-rays are subject to a \$75.00 co-pay (to a maximum of \$375.00 per plan year)
Preventive Care Pediatric	<p>100%; no deductible No frequency or age restrictions</p>
Adult	<p>100%; no deductible No frequency or age restrictions</p>
Vision	<p>See Vision For Routine Vision care Medical Diag Related Services Covered Subject to Deductible / Coinsurance</p>
Hearing	<p>100%; no deductible</p>
Gynecological	<p>100%; no deductible</p>
Medical Services	

Medical Office Visit	No charge after plan deductible
Outpatient PT/OT/Chiro/	No charge after plan deductible
Speech	No charge after plan deductible
	Unlimited days maximum per calendar year
Allergy Testing	No charge after plan deductible
Allergy Treatment	No charge after plan deductible
Injections	No charge after plan deductible
Diagnostic Lab & X-ray	No charge after plan deductible
Surgery Fees	No charge after plan deductible
Office Surgery	No charge after plan deductible
Outpatient MH	No charge after plan deductible Unlimited visits combined maximum per calendar year
Emergency Care	
Emergency Room	No charge after plan deductible
Urgent Care	No charge after plan deductible
Ambulance	No charge after plan deductible
Inpatient Hospital	Note: All hospital admissions require pre-cert
General/Medical/Surgical/Maternity	
(Semi-Private)	No charge after plan deductible
Ancillary Services	No charge after plan deductible
Psychiatric	No charge after plan deductible Unlimited days combined maximum per calendar year
Substance Abuse/ Detox	No charge after plan deductible Unlimited days combined maximum per calendar year
Skilled Nursing Facility/Rehab Hospital	No charge after plan deductible
	Covered up to 220 days combined maximum per calendar year
Hospice	No charge after plan deductible
Outpatient Hospital	No charge after plan deductible
Outpatient Surgery	
Facility Charges	
Diagnostic Lab & X-ray	No charge after plan deductible
Pre-Admission Testing	Subject to Deductible & Coinsurance
Other Services	
Durable Medical Equipment	No charge after plan deductible Unlimited maximum per calendar year Includes Diabetic Equipment
Prescription Drugs	\$5.00 Generic/\$25.00 brand name \$40.00 non-formulary (mail order: 2x retail co-payment for 90-day supply)

Infertility	<p>No charge after plan deductible</p> <p>Unlimited based on cycle restrictions</p> <p>Infertility benefits are subject to the state mandate limits</p>

Addendum A
Wellness Plan

CARE MANAGEMENT SOLUTIONS.

Care Management Solutions Preventive Bundle

Preventive Requirements

Each enrolled member completes age/gender appropriate preventive exams and screenings.

Personal Health Portal Access

- Ability to track individual screenings
- Access to Health Library
- Set and track personal goals
- Integrate with Fitness Trackers
- Message center to securely communications with CMSI

Participant will receive

- Monthly email reminders
- Customer Service Support

Employer will receive

- Quarterly Compliance reporting

Requirements

			Age		
Service	21-29	30-39	40-49	50-64	65+
Preventive Visit	Once every 3 years	Once every 3 years	Once every 2 years	Once every year	Once every year
Cholesterol Screening		Once every 5 years	Once every 5 years	Once every 2 years	Once every 2 years
Diabetes Screening		Once every 5 years	Once every 3 years	Once every 3 years	Once every 3 years
Mammogram			One baseline screening at age 40	Once every 2 years	Once every 2 years
Cervical Cancer Screening	Once every 3 years	Once every 3 years	Once every 3 years	Once every 3 years	
Colorectal Cancer Screening				Colonoscopy every 10 years OR Cologuard every 3 years OR annual FIT/FOB	Colonoscopy every 10 years OR Cologuard every 3 years OR annual FIT/FOB to age 75

Addendum B
Naugatuck Fire Department First Issue &
Promotion Uniform Policy

It is understood that the uniforms will be kept neat and clean. The shift officers will use their discretion on uniforms that may not meet this requirement. All Shirts will be tucked in, and uniforms must be kept on until relieved from duty.

- A. The Borough shall provide each employee (not including Dispatchers) upon his/her appointment to the Naugatuck Fire Department the following items and quantity of newly purchased Dress and On-Duty uniforms, including:

Class A Uniform (Dress Uniform):

One (1) Long Sleeve White Dress Shirt;
One (1) Blouse;
One (1) Dress Uniform Pants;
One (1) Dress Hat;
One (1) Pair- Black Leather Dress Shoes;
One (1) Black Tie;
One (1) Black Belt.
All Badges and Accessories as Required.

On-Duty Uniform:

Two (2) Fire Department On-Duty T-Shirts;
Two (2) Fire Department On-Duty Pants;
Two (2) Fire Department On-Duty Polo Long Sleeve Shirts;
Three (3) Fire Department On-Duty Polo Short Sleeve Shirts;
One (1) Fire Department On-Duty Sweatshirt with embroidered patch with union logo on upper sleeve;
One (1) Pair- Black Leather On-Duty Station Boots or Leather Structural Firefighter Boots;
One (1) Fire Department On-Duty Summer Hat;
One (1) Fire Department On-Duty Winter Hat;
Two (2) Sets of Coveralls for the Driver Mechanic and Three (3) Assistant Mechanics;
One (1) Pair of Fire Department On-Duty Shorts;
One (1) Fire Department On-Duty Blauer 3 in 1 Jacket.
All Badges and Accessories as Required.

- B. The Borough shall provide each employee who is promoted to a higher rank in the Fire Department, the following items of newly purchased Dress and On-Duty Uniforms:

Class A Uniform (Dress Uniform):

Two (2) Officer's Long Sleeve White Dress Shirts;

Two (2) Officer's Short Sleeve White Dress Shirts;
One (1) Officer's Dress Hat;
One (1) Officer's Blouse;
One (1) Officer's Pants.
All Badges and Accessories as Required.

On-Duty Uniform:

Two (2) Fire Department On-Duty T-Shirts with Applicable Rank;
Two (2) Fire Department On-Duty Polo Long Sleeve Shirts with Applicable Rank;
Three (3) Fire Department On-Duty Polo Short Sleeve Shirts with Applicable Rank.
All Badges and Accessories as Required.

- C. The Borough shall provide each Dispatcher upon his/her appointment to the Naugatuck Fire Department, the following items and quantity of newly purchased On-Duty uniforms, including:

On- Duty Uniform:

Two (2) Fire Department On-Duty T-Shirts;
Two (2) Fire Department On-Duty Pants;
Two (2) Fire Department On-Duty Polo Long Sleeve Shirts;
Two (2) Fire Department On-Duty Polo Short Sleeve Shirts;
One (1) Fire Department On-Duty Sweatshirt with embroidered patch with union logo on upper sleeve;
One (1) Pair- Black Leather Work Shoes;
One (1) Black Belt;
One (1) Fire Department On-Duty Summer Hat;
One (1) Fire Department On-Duty Winter Hat.
All Badges and Accessories as required.

- D. It is understood that employees are not required to wear their uniform to and from work. Fire department dress uniforms shall be required for wear to and from ceremonial functions. Employees will not be required to wear the fire department dress uniform while on duty.

- E. An agreement has also been made in regard to the following:

1. Each shift in the Naugatuck Fire Department may be allowed to wear a "shift patch" while On-Duty. The design of a "shift patch" must be approved by the Fire Chief.
2. Special uniforms may be worn with the approval of the Fire Chief or his/her designee for special causes or events. These shirts will have a policy on when and how to wear them.

Addendum C
RETIREE MEDICAL COVERAGE

The Borough will continue all medical coverage in force for retired personnel without cost to retirees, except as noted below:

- A. Effective July 1, 2012, employees hired prior to January 1, 2012, shall be responsible for the following premium share contributions upon retirement:

Retiring within 5 years of June 30, 2012:	0%
Retiring more than 5 years, but 10 years or less after June 30, 2012:	5%
Retiring more than 10 years, but 15 years or less after June 30, 2012:	10%
Retiring more than 15 years, but 20 years or less after June 30, 2012:	15%
Retiring more than 20 years, but 21 years or less after June 30, 2012:	16%
Retiring more than 21 years, but 22 years or less after June 30, 2012:	17%
Retiring more than 22 years, but 23 years or less after June 30, 2012:	18%
Retiring more than 23 years, but 24 years or less after June 30, 2012:	19%
Retiring more than 24 years, but 25 years or less after June 30, 2012:	20%
Retiring more than 25 years after June 30, 2012:	25%

Employees hired on or after July 1, 2012 shall be responsible for 50% of the premium upon retirement.

The duration of this Appendix shall be through July 1, 2051, and shall not be subject to reopener during this time period.

Addendum C-1
RETIREE HEALTH INSURANCE COVERAGE

The Borough will continue all health insurance coverage in force for retired personnel as noted below:

Bargaining unit employees hired prior to January 1, 2012 who retire prior to January 1, 2018

Bargaining unit employees hired prior to January 1, 2012 who retire prior to January 1, 2018 and maintain either the Health Benefits Plan (PPO) or the High Deductible Health Plan (HDHP), shall be responsible for a zero percent (0%) premium share contribution during the period of retirement and shall maintain, during the period of retirement, the same health, dental and vision (vision until becoming Medicare eligible), insurance plans that the retiree was receiving immediately prior to retirement.

If such health, dental and/or vision (vision until becoming Medicare eligible), insurance is no longer offered by the Borough's insurance carrier, a substitute health, dental and/or vision insurance plan shall be provided that is substantially equivalent to or better, on an overall plan benefit basis, than the benefit plan(s) the retiree was enrolled in immediately prior to retirement.

Bargaining unit employees who retire on or after January 1, 2018

Bargaining unit employees who retire on or after January 1, 2018 shall be offered health, dental and vision insurance plans in accordance with the language set forth below.

Non-Medicare Eligible Retirees

A bargaining unit employee who is under the age of sixty-five (65) at the time of retirement and not Medicare eligible shall be offered the same health, dental and vision (vision until becoming Medicare eligible), insurance plans that the retiree was receiving immediately prior to retirement and shall contribute annually throughout the remainder of his/her retirement a premium share contribution in accordance with the schedule set forth below. If the health, dental and/or vision plan is no longer offered by the Borough's insurance carrier, a substitute health, dental and/or vision plan shall be provided that is substantially equivalent to or better, on an overall plan benefit basis, than the benefit plan(s) the retiree was enrolled in immediately prior to retirement.

Medicare Eligible Retirees (applies to bargaining unit employees hired prior to January 1, 2012 who retire prior to January 1, 2018 and bargaining unit employees who retire on or after January 1, 2018)

Upon becoming Medicare eligible, bargaining unit employees hired prior to January 1, 2012 who retire prior to January 1, 2018 and bargaining unit employees who retire on or after January 1, 2018 shall be transferred to Medicare Supplemental Plan F. When Medicare Supplemental Plan F is no longer available, Medicare Supplemental Plan G will be offered. If neither of these plan

options are available, the retiree shall be transferred to a Medicare supplemental plan that is substantially equivalent to in terms of benefits and coverage, network and member cost-exposure to Medicare Supplemental Plan G and shall contribute annually throughout the remainder of his/her retirement a premium share contribution in accordance with the schedule set forth below.

The Medicare eligible retiree shall continue to be provided with the dental benefit plan he/she was receiving prior to becoming Medicare eligible and shall contribute annually throughout the remainder of his/her retirement a premium share contribution in accordance with the schedule set forth below for the dental benefit plan. If the dental benefit plan is no longer offered by the Borough's insurance carrier, a substitute dental benefit plan shall be provided that is substantially equivalent to or better, on an overall plan benefit basis, than the dental benefit plan the retiree was enrolled in immediately prior to retirement.

Premium Share Contributions

Bargaining unit employees who retire on or after January 1, 2018 who meet the eligibility requirements set forth herein, shall receive health and dental insurance benefits (and vision until becoming Medicare eligible), as set forth above, upon retirement and contribute annually a premium share contribution as follows:

1. Retire anytime from 1/1/2018 through 12/31/2019:	0%
2. Retire anytime from 1/1/2020 through 12/31/2023:	5%
3. Retire anytime from 1/1/2024 through 12/31/2028:	10%
4. Retire anytime from 1/1/2029 through 12/31/2029:	15%
5. Retire anytime from 1/1/2030 through 12/31/2030:	16%
6. Retire anytime from 1/1/2031 through 12/31/2031:	17%
7. Retire anytime from 1/1/2032 through 12/31/2032:	18%
8. Retire anytime from 1/1/2033 through 12/31/2033:	19%
9. Retire anytime from 1/1/2034 through 12/31/2034:	20%
Retire on or after January 1, 2035:	25%

Fireman Pension Plan D participants

Any member who is a participant in Fireman Pension Plan D shall be eligible for retiree health benefits if the member has attained a combined total where age and service equals fifty-five (55) and he/she has served for a period of not less than twenty (20) consecutive years as a member of the Naugatuck fire department as of the time of retirement.

General Provisions for All Retirees

Bargaining unit employees who maintain the HDHP after retirement will be responsible for the same cost of the deductible that he paid at the time of retirement during the period of retirement.

Waiver

The Borough shall not pay the insurance waiver for retirees or any other individual upon their separation from employment.

Duration

The duration of this Appendix shall be through July 1, 2051 and shall not be subject to reopener during this time period, provided, however, in the event that HDHP's are no longer available under applicable federal law, the parties agree to reopen this provision of the Agreement.

Addendum D
NAUGATUCK FIRE DEPARTMENT
DRUG AND ALCOHOL FREE WORKPLACE POLICY

PURPOSE

As a part of its commitment to safeguard the health and safety of its employees and the residents of the Borough of Naugatuck (the "Borough"), and to promote a drug-free working environment, the Borough, Fire Chief, Deputy Fire Chief and the members of Local 1219 of the IAFF, AFL-CIO have agreed to establish this policy relating to the illegal use of drugs and/or being under the influence of drugs or alcohol while on duty by Borough uniformed employees. This program is intended to as closely as possible follow the Department of Transportation (DOT) and the Highway Traffic Safety Administration (NHTSA) drug policy, which shall be a guideline for this policy. Substance abuse, while at work or otherwise, seriously endangers the safety of employees, as well as the general public, and creates a variety of workplace problems including increased injuries on the job, increased absenteeism, increased health and benefit costs, increased theft, decreased morale, decreased productivity and a decline in the quality of services provided.

SCOPE

All uniformed fire personnel, permanent or probationary employees, including the Fire Chief and Deputy Fire Chief, employed by the Borough are covered by this policy and, as a condition of employment, are required to abide by the terms of this policy. Any employee in doubt of the procedures applicable to his/her situation may contact the Director of Human Resources for clarification.

POLICY

It is the policy of the Naugatuck Fire Department that being under the influence of and/or using alcohol or drugs while on duty are strictly prohibited. Any appropriate discipline issued pursuant to this policy may be considered just cause within the collective bargaining agreement for bargaining unit employees.

DEFINITIONS

Alcohol: The intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohol including methyl or isopropyl alcohol.

Alcohol Concentration: The alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by a breath test under this policy.

Breath Alcohol Technician (BAT): An individual who instructs and assists individuals in the alcohol testing process and operates an evidential breath testing device.

Chain of Custody: Procedures to account for the integrity of each specimen by tracking its handling and storage from point of collection to final disposition.

Naugatuck Fire Department Motor Vehicle: A motor vehicle or combination of motor vehicles in commerce to transport Naugatuck Fire Department employees. Such motor vehicles shall include Fire Department vehicles, vehicles from other Borough departments, leased and/or rented vehicles operated by Borough uniformed employees to transport Naugatuck Fire Department employees.

Confirmation Test: In drug testing, a second analytical procedure, performed in compliance with Department of Transportation (DOT) and the Highway Traffic Safety Administration (NHTSA) drug policy, used specific drug or metabolite that is independent of the screening test and that uses a different technique and chemical principle from that of the screening test in order to insure reliability and accuracy. In alcohol testing, a second test following a screening test with a result of .08 or greater that provides quantitative data of alcohol concentration.

Covered Employees: All uniformed, permanent or probationary employees, including the Fire Chief and Deputy Fire Chief, employed in the Naugatuck Fire Department.

Evidential Breath Testing Device (EBT): An EBT approved by the National Highway Traffic Safety Administration (NHTSA) for the evidential testing of breath and placed on NHTSA's "conforming product list of evidential breath testing device".

Medical Review Officer (MRO): A licensed physician, in compliance with Department of Transportation (DOT) and the Highway Traffic Safety Administration (NHTSA) drug policy, responsible for receiving laboratory results generated by an employer's drug testing program that has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an individual's confirmed positive test result together with his/her medical history and any other relevant biomedical information. If an employee's test result is positive, the MRO will contact the employee to discuss the test to determine if the positive result is valid and to notify the employee that has seventy-two (72) hours to request a test of the split specimen.

Reasonable Objective Suspicion: Reasonable objective suspicion of being under the influence of and/or using drugs or alcohol will be based on specific, contemporaneous, objective, articulable facts, such as behavior, speech or body odors. "Reasonable Suspicion" of drug use may also include any reasonable inference that may be drawn from this observation.

Refusal to Submit: When any person covered by this policy engages in conduct that obstructs the testing process. This includes, but is not limited to, the refusal to sign consent forms; the failure to provide adequate breath testing; the failure to provide adequate urine for controlled substance testing, except for "shy bladder syndrome" as defined by the Department of Transportation (DOT) and the Highway Traffic Safety

Administration (NHTSA) drug policy, the refusal to take a required test, the failure to make oneself available while on duty to a test as required by this policy.

Safety Related: Any activity that poses a risk of injury to oneself, ones fellow employees, or the general public.

Safety Sensitive Function: Any function that affects the safety of employees and the safe operation of Naugatuck Fire Department motor vehicles including but not limited to the following:

- Any time that a Naugatuck Fire Department employee is on duty.

Screening Test:

- In drug testing an immunoassay screen to eliminate negative urine specimens from further analysis.
- In alcohol testing, an analytic procedure to determine whether a driver may have a prohibited concentration of alcohol in his/her system.
- In controlled substance testing it means an immunoassay screen to eliminate “negative” urine specimens from further consideration.

Supervisor: All employees assigned to a position having day-to-day responsibility for supervising subordinates.

Shy Bladder Syndrome: When an individual is unable to produce a urine specimen or provides a specimen that is less than 45 ML.

Drug Free Workplace Dissemination

- A. The Borough will provide a general one-time notice to all Naugatuck Fire Department employees notifying them that this policy applies to all uniformed fire personnel, permanent or probationary employees, including the Fire Chief and Deputy Fire Chief, employed by the Borough and that the Borough prohibits its employees covered by this policy from illegally or improperly using, possessing, selling, manufacturing, or distributing drugs on its’ property, or while its employees are at work; that it is against Borough policy to report to work or to work under the influence of drugs or alcohol; and that it is a condition of employment to refrain from illegally using drugs, or alcohol on the job, or abusing legal drugs on or off the job such that it affects their performance, and that a drug testing program is being implemented. No less than one hundred twenty (120) days will elapse between the notice and any employee drug testing implemented pursuant to this policy.
- B. Prior to implementation and testing either Naugatuck Fire Department employees or applicants for Department positions, such individuals will be

given a copy of this policy, a summary of the drugs which may alter or affect a drug test, a list of local employee assistance programs and a list of local alcohol and drug rehabilitation programs. All Naugatuck Fire Department employees who are covered by this policy will attend training which is mutually accepted by Local 1219 and the Borough with regard to drug and alcohol use and the physical, behavioral and performance indicators of possible drug and alcohol use that will be used in determining whether an employee is subject to the reasonable suspicion testing as outlined in this policy.

- C. A notice of drug testing will be included with all job vacancy announcements for all bargaining unit, Deputy Fire Chief and Fire Chief positions. A notice of the Borough's drug testing policy will also be posted in appropriate and conspicuous locations at all fire stations as well with the Director of Human Resources.

PROHIBITED CONDUCT ON DUTY

PROGRESSIVE ACTION FOR VIOLATIONS

- 1) Discipline in accordance with the "progressive action for violations" section of this policy can be imposed only for the illegal use of or being under the influence of controlled substances or alcohol while on-duty.
- 2) A blood alcohol level of .08 or greater is prohibited during the performance of any safety sensitive function. An employee with a test result showing a blood alcohol level less than .08 will not be considered in violation of this policy for disciplinary reasons.
- 3) The performance of any safety sensitive function while using legally prescribed drugs is prohibited unless the use is pursuant to the instructions of a physician who has advised the employee that the substance does not adversely affect the ability to safely drive a Naugatuck Fire Department vehicle or perform the employee's duties.
- 4) Refusal to submit to a drug or alcohol test, administered in strict compliance with this policy is strictly prohibited. The employee is required to cooperate with the laboratory personnel and provide them with the following:
 - a. An adequate and complete sampling, except in medically documented cases of "shy bladder syndrome."
 - b. Assistance in completing the required documentation for chain of custody.
 - c. Marking and sealing the specimen.
- 5) It is a violation of this policy to report to work under the influence of alcohol. Discipline, in accordance with the "progressive action for violations" section of this

policy, can only be imposed if the employee actually reports for duty with a blood alcohol level of .08 or greater.

EMPLOYEES SUBJECT TO TESTING & TYPES OF SUBSTANCES

All uniformed, permanent or probationary employees, including the Chief and Deputy Chief, employed in the Naugatuck Fire Department will be subject to this Drug and Alcohol-Free Workplace Policy.

The drug testing outlined in this policy will test for the following substances:

- 1) Marijuana
- 2) Cocaine
- 3) Amphetamines
- 4) Opiates
- 5) Phencyclidine (PCP)

TESTING

1) Pre-employment Testing:

Prior to employment with the Naugatuck Fire Department, an applicant for all bargaining unit, Deputy Fire Chief and the Fire Chief positions, shall undergo testing for alcohol and controlled substances, as part of their pre-employment medical examination. As part of the application for the Naugatuck Fire Department, the Borough of Naugatuck shall notify all applicants of this policy. Refusal to take the test, or test results reporting a presence of illegal drugs or narcotics, or the use of non-prescription drugs, shall be the basis for discontinuing an applicant in the selection process.

2) Reasonable Suspicion Testing:

- A. When "reasonable suspicion" is determined indicating that an employee is using and/or under the influence of drugs or alcohol, the employee will be tested pursuant to procedures set forth in this policy. "Reasonable suspicion" of using and/or being under the influence of drugs or alcohol will be based on specific, contemporaneous, articulable and objective facts such as, behavior, speech or body odors.
- B. An employee tested under "reasonable suspicion" shall be placed on paid administrative leave until such time as the MRO determines the result of the test. In the event the test is negative, the employee shall be made whole for any monetary loss.
- C. Circumstances which constitute a basis for determining reasonable suspicion may include:
 - 1 Direct observation of drug or alcohol use on-duty;
 - 2 The employee's body shows evidence of drug use (e.g., track marks);

- 3 The employee is found to be illegally in possession of drugs or alcohol while on duty;
 - 4 Spontaneous, unusual, abnormal, erratic or unacceptable behavior;
 - 5 The presence of symptoms of drug and/or alcohol use (e.g., glassy or blood shot eyes, the odor of alcohol on the breath, slurred speech, poor coordination and/or reflexes, etc.
- D. The required observations for alcohol and/or controlled substance reasonable suspicion testing shall immediately be reported to or made by a supervisor who is trained in the detection of alcohol and/or controlled substance use.
- E. The supervisor shall report the basis for his/her reasonable suspicion in writing to the Fire Chief or the Deputy Fire Chief. The Fire Chief or the Deputy Fire Chief shall decide whether to direct the employee to testing. All supervisors initiating reasonable suspicion testing will be required to detail in writing the specific facts, symptoms or observations which formed the basis for their determination that reasonable suspicion existed to warrant the testing of the employee.
- F. If an employee believes his/her supervisor may be impaired on duty by the use of illegal drugs or alcohol, he/she shall immediately notify the individual's superior officer in the chain of command. The employee believed to be under the influence shall be governed by the same rules and standards set forth under this policy.

3) Post Motor Vehicle Accident Testing:

- A. The operator may be tested for controlled substances, illegal drugs and/or alcohol if the employee was involved in an accident while performing a safety sensitive function with respect to that vehicle (including any accident in the fire station). All testing under this subsection shall be done in accordance with applicable DOT regulations, NHTSA regulations and/or Connecticut state laws related to accident investigations, as determined by the investigating police officer/State Trooper. In the event that DOT regulations, NHTSA regulations and/or Connecticut state laws related to accident investigations do not apply to an accident involving the employee, the employee may be tested if there is reasonable suspicion that the employee is under the influence of and/or using drugs or alcohol, as set forth under Section 2 herein.
- B. Any bargaining unit employee who is subject to post accident testing shall remain on administrative leave and be paid until he returns to the fire station, except in the event that the employee is admitted to the hospital (beyond admission to the emergency room). Under such circumstances, the employee shall be paid through the end of his/her shift.

In the event that an employee is tested and his/her shift is not over, the employee is expected to return to duty after the test is administered, unless excused, in writing, for

the remainder of such shift by the attending physician. Nothing in this section shall require the delay of necessary medical attention following an accident.

4) Return to Duty Testing:

- A. Before an employee who has violated this policy concerning alcohol returns to duty requiring the performance of a safety sensitive function, the employee shall undergo a return to duty alcohol test with a result indicating a blood alcohol level of less than .08. The bargaining unit employee shall be paid from the time the employee leaves for the drug test until the test is administered.
- B. Before an employee who has violated this policy concerning illegal drugs returns to duty requiring the performance of a safety sensitive function, just before such function, the employee shall undergo a return to duty illegal drug test with a result indicating a verified negative result for illegal drugs. The bargaining unit employee shall be paid at his/her applicable compensation rate from the time the employee leaves for the drug test until the test is administered.

5) Random Drug Testing

Random drug and alcohol testing shall be administered by a system and method adopted by the outside vendor, a copy of which shall be provided to all employees.

PROGRESSIVE ACTION FOR VIOLATIONS

In the event that an employee tests positive for the use of illegal drugs, the following will apply:

- On the first occasion, the employee shall commence a rehabilitation program under the supervision of a medical doctor and/or employee assistance program consultant ("EAP consultant") selected and paid for through the employee's health insurance carrier. In the event it is determined that the employee is to be absent from work during the rehabilitation program, during such rehabilitation program, the employee may use available sick days and/or vacation days in order to continue to receive remuneration. In the event the employee does not have available sick days and/or vacation days, such time shall be unpaid. Reinstatement shall be determined by the medical doctor and/or EAP consultant and contingent upon the employee's continued participation in the recommended rehabilitation program. The Borough will be provided with periodic reports by the medical doctor and/or EAP consultant during the recommended program, which reports shall be limited to notice of the employee's continuing participation and/or completion of the rehabilitation program. Upon reinstatement, the employee may be required to submit to drug testing six (6) times within the first twelve (12) months and four (4) times within the next twelve (12) months.

- On the second occasion (within two years of the first occasion), the employee shall receive a ten (10) day suspension from work without pay. Reinstatement at the end of the suspension period shall be contingent upon the employee's participation in a rehabilitation program under the supervision of a medical doctor and/or EAP consultant. The Borough will be provided with periodic reports by the medical doctor and/or EAP consultant during the recommended program, which reports shall be limited to notice of the employee's continuing participation and/or completion of the rehabilitation program. Upon reinstatement, the employee may be required to submit to drug testing six (6) times within the first twelve (12) months and four (4) times within the next twelve (12) months.
- On the third occasion (within two years of the first occasion) or in the event the employee fails to satisfactorily complete any of the aforementioned rehabilitation program(s), the employee shall be discharged.

In the event that an employee's alcohol test contains a blood alcohol level of .04 to .079, the following procedure will apply:

- On the first occasion, the employee shall commence a rehabilitation program under the supervision of a medical doctor and/or employee assistance program consultant ("EAP consultant") selected and paid for through the employee's health insurance carrier. In the event it is determined that the employee is to be absent from work during the rehabilitation program, during such rehabilitation program, the employee may use available sick days and/or vacation days in order to continue to receive remuneration. In the event the employee does not have available sick days and/or vacation days, such time shall be unpaid. Reinstatement shall be determined by the medical doctor and/or EAP consultant and contingent upon the employee's continued participation in the recommended rehabilitation program. The Borough will be provided with periodic reports by the medical doctor and/or EAP consultant during the recommended program, which reports shall be limited to notice of the employee's continuing participation and/or completion of the rehabilitation program. Upon reinstatement, the employee may be required to submit to drug testing six (6) times within the first twelve (12) months and four (4) times within the next twelve (12) months.
- On the second occasion (within two years of the first occasion), the employee shall receive a ten (10) day suspension from work without pay. Reinstatement at the end of the suspension period shall be contingent upon the employee's participation in a rehabilitation program under the supervision of a medical doctor and/or EAP consultant. The Borough will be provided with periodic reports by the medical doctor and/or EAP consultant during the recommended program, which reports shall be limited to notice of the employee's continuing participation and/or completion of the rehabilitation program. Upon reinstatement, the employee may be required to submit to drug testing six (6) times within the first twelve (12) months and four (4) times within the next twelve (12) months.

- On the third occasion (within two years of the first occasion) or in the event the employee fails to satisfactorily complete any of the aforementioned rehabilitation program(s), the employee shall be discharged.

In the event that an employee alcohol test contains a blood alcohol level of .08 or greater, the following will apply:

- On the first occasion, the employee shall receive a three (3) day suspension from work without pay and shall commence a rehabilitation program under the supervision of a medical doctor and/or employee assistance program consultant ("EAP consultant") selected and paid for through the employee's health insurance carrier. In the event it is determined that the employee is to be absent from work during the rehabilitation program, during such rehabilitation program, the employee may use available sick days and/or vacation days in order to continue to receive remuneration. In the event the employee does not have available sick days and/or vacation days, such time shall be unpaid. Reinstatement shall be determined by the medical doctor and/or EAP consultant and contingent upon the employee's continued participation in the recommended rehabilitation program. The Borough will be provided with periodic reports by the medical doctor and/or EAP consultant during the recommended program, which reports shall be limited to notice of the employee's continuing participation and/or completion of the rehabilitation program. Upon reinstatement, the employee may be required to submit to drug testing six (6) times within the first twelve (12) months and four (4) times within the next twelve (12) months.
- On the second occasion (within two years of the first occasion), the employee shall receive a ten (10) day suspension from work without pay. Reinstatement at the end of the suspension period shall be contingent upon the employee's participation in a rehabilitation program under the supervision of a medical doctor and/or EAP consultant. The Borough will be provided with periodic reports by the medical doctor and/or EAP consultant during the recommended program, which reports shall be limited to notice of the employee's continuing participation and/or completion of the rehabilitation program. Upon reinstatement, the employee may be required to submit to drug testing six (6) times within the first twelve (12) months and four (4) times within the next twelve (12) months.
- On the third occasion (within two years of the first occasion) or in the event the employee fails to satisfactorily complete any of the aforementioned rehabilitation program(s), the employee shall be discharged.

In the event that an employee is randomly tested during the twenty-four (24) month period set forth above, such random test shall count as a test under the tests the employee is subject to upon reinstatement to employment.

In order to encourage successful rehabilitation, whenever an employee successfully completes: (1) the recommended rehabilitation program; (2) the follow-up testing; and (3) has no further

incidents for a period of thirty (30) months from the date of the last positive test, the record of the incident shall be removed from the employee's personnel file and placed in his/her medical file and shall not be used as part of any subsequent discipline.

VOLUNTARY DISCLOSURES

The Borough of Naugatuck believes that successful rehabilitation depends on an employee's willingness to rehabilitate and the admission that a problem exists. Therefore, the Borough will encourage voluntary disclosure and offer assistance to any employee who seeks help on a voluntary basis. Any employee who voluntarily discloses that he has a problem with drug or alcohol dependency and seeks assistance, will not be disciplined and will be afforded an opportunity to utilize his/her accrued sick time to achieve his/her goal of rehabilitation.

An employee who voluntarily discloses his/her drug and/or alcohol problem will be subject to the same return to duty requirements as an employee who tests positive including follow up testing.

In the event an employee voluntarily discloses that he/she has a problem with drug or alcohol dependency, the employee shall be immediately placed on sick leave and shall be required to commence a rehabilitation program under the supervision of a medical doctor or EAP consultant selected and paid for through the employee's health insurance carrier. The Borough will be provided with periodic reports by the medical doctor and/or EAP consultant during the recommended program, which reports shall be limited to notice of the employee's continuing participation and/or completion of the rehabilitation program.

In the event an employee voluntarily discloses that he/she has a problem with drug or alcohol dependency, the employee shall not be subject to discipline as a first offense. Reinstatement shall be determined by the medical doctor and/or EAP consultant and contingent upon the employee's continued participation in the recommended rehabilitation program.

"Voluntary disclosure and/or voluntary discloses" for purposes of this section shall mean that the employee discloses that he/she has a problem with drug or alcohol dependency prior to the commencement of: (1) a rehabilitation program in accordance with the "progressive action for violations" section set forth above; (2) disciplinary action; (3) an internal investigation; (4) the employee was involved in an accident; (5) Prior to the employee being ordered for drug and/or alcohol test; or (6) Prior to the employee becoming aware of an impending test.

Upon reinstatement, an employee with previous drug and/or alcohol dependency shall submit to drug and alcohol testing bi-monthly for the first twelve (12) months and quarterly for the next twelve (12) months. The employee must submit to drug and alcohol testing at the time stated in the notice. Failure to do so shall be deemed evidence of the use of an illegal drug or alcohol. A positive test (within two (2) years) after reinstatement is just cause for discharge and shall result in the employee's discharge.

The EAP is available to all Borough employees and will provide counseling and referral services to any employee who seeks treatment. The EAP services are provided by the Borough at no charge. Any required treatment that is not covered by the Borough's EAP program or insurance shall be borne by the employee. EAP enrollment and counseling is confidential.

ALCOHOL & DRUG TESTING PROCEDURES

- 1) Alcohol testing will be performed by using Evidential Breath Testing (hereafter EBT) devices approved by the NHTSA. The test will be conducted by a Breath Alcohol Technician (hereafter BAT). Two (2) breath tests will be required to determine if a person has a prohibited alcohol concentration. If the first test result is less than .08 the test will be considered negative. If the test shows an alcohol concentration of .08 or greater, a second confirmation test will be conducted. The second test result will determine what action if any need be taken.
- 2) In order to ensure that an EBT is working properly, the BAT will run an air blank test which shows a reading of zero before a test is performed. A fifteen (15) minute waiting period is required between the screening and confirmation test. The BAT will run an air blank test which shows a reading of zero before the confirmation test is performed.
- 3) Drug testing will be performed by providing a urine sample at a site to be determined by both parties and meets the requirements of the DOT 49CFR part 40 and The Department of Health and Human Services.
- 4) Specimen collection procedures require security for the collection site, chain of custody documentation, use of authorized personnel, privacy during collection, integrity and identity of the specimen, and transportation to the laboratory. Only those laboratories certified by the federal government, and the Department of Health and Human Services and that have these procedures in place will be used.
- 5) All personnel subject to testing shall present proper identification upon appearing at the laboratory.
- 6) Once the urine specimen is collected, it will be forwarded to the laboratory. The accuracy of the test shall be drug specific. The initial test shall employ a methodology different from the second test. The initial screening shall use the EMIT Immunoassay Process. If the test is negative no further test will be required. If the result is positive, a second confirmation test will be conducted. The confirmation test is performed using a Gas Chromatology/Mass Spectrometry (GC/MS) technique.
- 7) The testing facility will be continuously bound to make provisions to properly preserve, store and secure an aliquot of the original urine specimen, to be reserved and made available for the purpose of an independent confirmation. This independent confirmation will be authorized by the employee, using the lab of his/her discretion. Any employee requesting a testing of the split sample, must do so within seventy (72) hours, provided

the employee is properly notified by the MRO. Also the Laboratory will make available to the employee, for his/her inspection, all records of the primary and secondary confirmation testing done by the lab in the urine sample provided by the employee.

- 8) Only confirmed positive results are reported. The Human Resource Director shall be notified immediately following a positive test result. The Human Resource Director is the only person to be notified of a positive test.
- 9) The laboratory must continue the uninterrupted chain-of-custody procedure from receipt of the specimen and maintain internal chain-of-custody procedures which establish fundamental accountability and reliability of testing from a legal viewpoint. The chain-of-custody procedure must be stringent and confidential in all phases of the process:
 - Handling of the specimen
 - Testing the specimen
 - Storing of the specimen
 - Reporting of the test results
- 10) The Borough shall assure that the existing laboratory will be subject to appropriate external auditing procedures to evaluate quality assurance, evaluation of testing procedures and overall performance.

The following table reflects the positive levels for the five classes of drugs listed below.

DRUGS	INITIAL TEST LEVELS (NG/ML)	CONFIRMATION TEST LEVELS (NG/ML)
Marijuana	50	15
Cocaine	300	150
Opiates	300	
Phencyclidine (PCP)	25	25
Amphetamines	1000	500
Methamphetamine		500

COMPENSATION OF EMPLOYEE

All off-duty bargaining unit employees shall be paid his/her applicable straight time hourly rate of pay for reasonable and necessary travel time from the time the employee leaves his/her home for the drug test until he/she returns to his/her home from the drug test for all follow-up drug and/or alcohol testing conducted under the “progressive actions for violations” section of this Policy, except that no employee shall be paid for testing conducted during the employee’s rehabilitation program, as set forth in the “progressive action for violations” section.

RIGHT OF UNION PARTICIPATION

At any time, the Union, upon request will have the right to inspect any aspect of this drug and alcohol testing policy with the exception of individual test results. The Union may inspect individual test results if the release of this information is authorized by the employee involved.

CHANGES IN TESTING PROCEDURES

In the event that either the Borough of Naugatuck or the Union wishes to change any part of the testing procedure or test administrator, both parties will discuss whether to amend this policy to include such changes. In the event the parties are unable to resolve the issue of the proposed changes, such proposals are subject to arbitration under the provisions of the Collective Bargaining Agreement.

OTHER

If an employee believes his/her supervisor may be impaired on duty by the use of illegal drugs or alcohol, he shall immediately notify the individual's superior officer in the chain of command. The individual believed to be under the influence shall be governed by the same rules and standards set forth under this policy.

Any employee who has begun the process set forth under this policy by notifying a superior officer that an employee of the Naugatuck Fire Department appears to be under the influence of illegal drugs or alcohol, he/she shall submit in writing within twenty-four (24) hours, a confidential report of the physical, behavioral, and performance indicators observed which shall be considered within this process. Failure to follow any of these procedures in this policy shall result in the elimination of the test results as if no test had been administered. The test results shall be destroyed and no discipline shall be levied against the employee.

In the case involving the Fire Chief or Deputy Fire Chief, the Mayor will be notified and the reasonable suspicion portion of this policy will be followed.

INDEMNIFICATION OF UNION

In the event that the Union is named as a party defendant by an employee governed by this policy in a suit involving the application of the Naugatuck Fire Department Drug Free Workplace Policy, the Borough agrees to provide legal counsel to the Union. The legal counsel selected by the Borough must be agreed to by the Union.

CONFIDENTIALITY

Absolute confidentiality must be maintained during the entire process. No individual involved in the process shall reveal any of the details or particulars of any incident. Any violation of this confidence will subject the violator to disciplinary action. It is also recognized that anyone knowingly bringing false charges against an individual or using this procedure for harassment or

personal reasons will be subject to disciplinary action. Nothing shall prevent or prohibit any individual who is willfully, wantonly or maliciously falsely accused from pursuing legal action against their accuser, though it is understood that any such legal action may tend to compromise the confidentiality of the process. The Borough will be required to keep the results confidential and it shall not be released to the public, unless ordered by the courts.

CONTACT PERSON

Any questions concerning this policy shall be directed to the Human Resource Director.

CONFLICT

This policy is not intended to eliminate any rights or protections an employee has under either state or federal law. Unless abridged by the policy and in the event this policy omits any aspect of the testing procedure, the testing procedure shall follow the DOT drug testing.

DURATION

The parties agree that this Drug and Alcohol-Free Workplace Policy may be reopened: (1) by mutual written agreement of the parties; (2) if changes in applicable state or federal law require changes to it; or (3) if changes to DOT and/or NHTSA drug policy impact the provisions for testing set forth herein.

PROCEDURES FOR RANDOM TESTING FOR BOROUGH OF NAUGATUCK FIRE DEPT.

The Borough of Naugatuck and Naugatuck Fire Fighters Local 1219 agree to mutually select a testing company (hereinafter "Testing Company") that will use the following processes during all random drug and alcohol testing:

A. Random selection process

The following steps shall be followed during the random employee selection process:

1. Only Testing Company employees who are Department of Transportation (DOT) certified to conduct drug testing and Breath Alcohol Technician (BAT) certified are to administer random drug and alcohol tests.
2. The random selection of employees for both random drug and alcohol testing will be administered by the Testing Company, using a computerized program developed by the Testing Company utilizing a list of employee identification numbers supplied by the Borough of Naugatuck Director of Human Resources.
3. Once each month, the Testing Company will schedule, on a randomly selected date and time, that month's random drug and alcohol test and notify the Borough of Naugatuck Director of Human Resources.
4. Once each month, the Testing Company will enter all employee identification numbers into the random selection pool and randomly select 4 Primary employee

identification numbers and 4 Alternate employee identification numbers of the employees selected for random testing on the date randomly selected by the Testing Company. Alternate employee identification numbers will only be used for testing if an employee associated with a Primary employee identification number is not at work.

5. Once the random employee identification number selection has been completed, the Testing Company will provide the selected employee identification numbers to the Borough of Naugatuck Director of Human Resources.
6. On the first working day of the month following testing, the Borough of Naugatuck Director of Human Resources shall provide Local 1219 with the list of randomly selected employee identification numbers.

B. Drug screen collection process

The following steps shall be followed during the random drug testing collection process:

1. The Testing Company certified collector shall report to the senior officer on-duty on the designed date and time that was randomly selected for administering the test.
2. The Testing Company collector will then setup the pre-determined restroom that will serve as the collection site and allows the employee privacy during the process.
3. The collector will secure the restroom and toilet, if the toilet has a tank by putting a bluing agent into the toilet tank, remove any soap, bleach or cleaning products from the restroom. There will be a designated area outside the restroom in which all paperwork will be completed.
4. The senior officer on-duty will confidentially notify each employee (donors), if the selected employee is on duty, that they have been randomly selected to report to the collection area and given the time to report for the test. Only employees who are on duty and whose employee identification numbers have been randomly selected for that month can be randomly tested. At no time may an employee not on duty be randomly tested.
5. Upon reporting to the designated area, the employee (donor) would be asked by the collector to present photo identification. If the individual does not have photo identification, a supervisor can serve to identify that employee.
6. The employee (donor) will then be asked their employee identification number, which will be written on the Custody and Control Form which accompanies the specimen to the laboratory.
7. Next the employee (donor) will then be asked to wash and dry their hands. Once they have finished washing their hands, the collector will shut the water at the sink.
8. The employee (donor) will then be asked to empty the items from their pockets. The only thing that they do not need to remove from their pockets is their wallet. Once the collector has viewed these items, the employee (donor) can put those materials back into their pockets.

9. The employee will be instructed to select one of the specimen kits and then after selected a kit they will be asked to open the kit. The kit contains two Specimen bottles and a bag that will be used to ship the specimen along with a copy of the Custody and Control form.
10. The employee (donor) will be instructed to take the specimen cup into the restroom to provide an adequate urine specimen of at least 45mL, as indicated on the specimen cup. (The specimen cup has measurement lines and a temperature strip on the side of the cup.) *
11. The employee (donor) will bring the specimen cup back to the collector who has remained in the collection area where collector will read the temperature that is indicated on the cup in the presence of the employee. (The temperature should read between 90-100°F.)
12. The collector will then pour the specimen into the two bottles. At 30mL of the specimen will be poured into one bottle which will be designated as the primary specimen and least 15mL will be poured into the second bottle which will be designated as the split specimen.
13. On the bar-coded identification Custody and Control Form (CCF), which is used to identify the specimen, there are two bottle seals that are labeled A & B, which have a bar-coded identification which will match the identification number that is on the Custody and Control Form (CCF).
14. The bottle seal that is labeled A will be put over the specimen bottle containing the 30mL sample. The seal that is labeled B will be put over the split specimen bottle containing the 15mL sample. The seals that are put over the bottles have a bar-coded identification form which will match the identification number that is on the Custody and Control Form (CCF). The employee should verify these numbers because they will then be asked to initial both bottle seals.
15. In front of the employee, the collector will place the specimen bottles along with Copy 1 of the Custody and Control Form (CCF) into the specimen bag.
16. The employee will be asked to complete a section on Copy 2 of the Custody and Control Form (CCF). The employee (donor) will be asked to sign the form and will be asked for contact information.
17. In front of the employee, the specimen bag will be sealed and placed into a shipping bag and shipped overnight to the DOT certified laboratory for testing.
18. The employee (donor) will be given a copy of the Custody and Control Form for their records.
19. In the event, the employee is unable to provide a sufficient specimen, at least 45 ml, the employee will remain in the collection area for up to 3 hours to provide a sufficient urine specimen. During the 3-hour period, the employee should consume up to 40 fluid ounces in an effort to provide a sample. If the employee cannot provide a specimen after the 3-hour period has elapsed, the collector will stop the collection process. The employee will be required to provide medical documentation, to the Medical Review Officer, indicating the employee has a medical condition that would prevent the employee (donor) from providing a specimen. If there is no legitimated medical reason for the employee's failure to provide a urine sample, the test would be treated as a positive test result.

20. In the event the employee (donor) provides a specimen that is out of normal human body temperature range (90-100°F), the collector will collect another specimen and both specimens will be sent to the laboratory for testing.

C. Reporting of the drug test results

The following are the steps that are followed for testing the urine specimen:

1. When the DOT certified laboratory receives the employee's specimen, the laboratory it will assign an accessioning number to that specimen.
2. The specimen will be tested at the certified laboratory using a methodology called Enzyme Immunoassay/Mass Spectrometry for any of the banned substances stated in the Collective Bargaining Agreement.
3. In the event, the sample exceeds the threshold level, as stated in the Collective Bargaining Agreement, for a banned substance, the sample shall be further tested using the methodology called Gas Chromatography/Mass Spectrometry.
4. If the second split sample exceeds the threshold level, as stated in the Collective Bargaining Agreement, for a banned substance, the sample will be identified as a positive result.
5. Positive test results shall be sent, in writing, to the Medical Review Officer (MRO), who is a qualified physician certified by the DOT as a Medical Review Officer.
6. Upon receiving a positive test result, the MRO will review the positive laboratory results and contact the employee as directed by the employee's contact information provided on the Custody and Control Form,.
7. Prior to a final determination in the event of a positive laboratory test result, the Medical Review Officer (MRO) will contact the employee (donor) and discuss the test results before the Borough is notified.
8. The purpose of the discussion is to determine whether the evaluated levels of banned substances could be caused by a medical or dietary reason.
9. If the employee (donor) is taking a prescription medication, the employee must provide information that can be verified by the Medical Review Officer. (Example: a copy of the prescription to ensure that is a valid prescription or documentation from a treating physician.)
10. During the collection process, the employee (donor) should not disclose information concerning the employee taking prescription medication or over the counter medication prior to the collection.
11. If the Medical Review Officer (MRO) verifies the result as positive, he will instruct the employee (donor) that he will report the result to the Borough as a positive test result. He will explain to the employee (donor) that they could have their split specimen tested at another SAMSHA (Substance Abuse Mental Health Services Administration) laboratory for testing.
12. The request to have sample B tested must be made within 72 hours of notification by the MRO of the initial positive test result.
13. The primary specimen will be tested at Medtox Laboratories in St. Paul, MN.

14. The split specimen would be sent to either Quest Diagnostics in Norristown, PA or LabCorp in Research Triangle Park, NC.
15. The split specimen test must either reconfirm or not reconfirm the specific drug results of the test found in the primary specimen (i.e., if the primary specimen was positive for marijuana, the split specimen test would have to re-confirm those findings).
16. In the event the split specimen test does not reconfirm the test result from the primary specimen it will be reported as cancelled. If it does reconfirm those test results those results will be reported to the donor and the Borough of Naugatuck.
17. After careful consideration of all the evidence, the Medical Review Officer (MRO) or his staff will report the result (positive or negative) to the designated contact person at the Borough of Naugatuck.
18. The Borough of Naugatuck Director of Human Resources shall provide a hard copy of all test results to any individual employee.

D. Alcohol testing process

The following are the steps that will be followed for any alcohol test that is conducted:

1. Random alcohol testing will be done at the same time and to the same employee as is drug tested.
2. Any alcohol test given an employee by this random testing policy must be given by a Testing Company employee that is DOT certified as a Breath Alcohol Test Technician (BAT) using a certified breath alcohol testing machine. No random alcohol test may be administered by a Borough of Naugatuck employee.
3. On the morning of the randomly selected date, the Borough of Naugatuck Director of Human Resources shall notify the senior officer on-duty of the employees whose names correspond to the randomly selected employee identification numbers.
4. The Testing Company certified collector shall report to the senior officer on-duty on the designated date and time that was randomly selected for administering the test.
5. The collector will then setup in the pre-determined area that will serve as the collection site. There will be a designated area outside in which all paperwork will be completed.
6. The senior officer on-duty will confidentially notify each employee (donors), if the selected employee is on duty, that they have been randomly selected to report to the collection area and given the time to report for the test. Only employees who are on duty and whose employee identification numbers have been randomly selected for that month can be randomly tested. At no time may an employee not on duty be randomly tested.
7. Upon reporting to the designated area, the employee (donor) would be asked by the collector to present photo identification. If the individual does not have photo identification, a supervisor can serve to identify that employee.

8. The employee will then be instructed to provide a breath sample into a mouthpiece that is attached to the unit. This is the screening test.
9. The test result on the employee (donor) will be displayed immediately. If the test results are less than .08 then the test result is negative. If the screen test result is greater than .08, the Breath Alcohol Technician will conduct a confirmation test on the employee (donor) at least 15 minutes after the completion of the initial test. Using a new mouthpiece that is attached to the unit.
10. The result of the confirmation test is the final test result. A reading of more than .08 is considered a positive test. A result of less than .08 is a negative test result.
11. Immediately before each test, the Breath Alcohol Technician (BAT) will conduct a calibration check on the testing unit.
12. The result of the test is placed on the Alcohol Test Form (ATF) and the employee (donor) is given a copy of this form for their records.

Addendum E
Long Term Disability Policy

SCHEDULE OF BENEFITS

Policy Anniversary Date: July 1

Policy Number: LK-962518

Eligible Class Definition:

All regular, active Firefighters of the Employer regularly working a minimum of 20 hours per week.

Eligibility Waiting Period

If you were hired on or
before the Policy Effective Date: No Waiting Period

If you were hired after
the Policy Effective Date: The first day of the calendar month following 30 consecutive
days of Employment.

Elimination Period 180 days

Gross Disability Benefit

The lesser of 60% of your monthly Covered Earnings rounded to the nearest dollar or your
Maximum Disability Benefit.

Maximum Disability Benefit \$6,000 per month.

Minimum Disability Benefit

The greater of \$100 or 10% of your Monthly Benefit prior to any reductions for Other Income
Benefits.

Maximum Age 70