

WORKING AGREEMENT
BETWEEN
THE CITY OF BRISTOL
AND
LOCAL #773
INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS



JULY 1, 2015 – JUNE 30, 2017

INDEX

<u>ARTICLE</u>		<u>PAGE</u>
XII	ACTING OFFICERS	11
	APPENDIX A – SALARY FROM JULY 1, 2015	47
	APPENDIX B – SALARY FROM JULY 1, 2016	48
	APPENDIX C – SUBSTANCE ABUSE POLICY	49
	APPENDIX D – HEALTH INSURANCE (07-01-15 through 04-30-16)	54
	APPENDIX E – HEALTH INSURANCE (05-01-16)	56
IV	BULLETIN BOARDS	3
V	DISCIPLINARY ACTION	3
XXXVII	DURATION	45
XXX	EDUCATION	37
XXVIII	FIRE WATCH DUTY	31
XVII	FUNERAL LEAVE	18
VI	GRIEVANCE PROCEDURE	4
IX	HOLIDAYS	8
XV	INJURY LEAVE	17
XIX	INSURANCE	22
XXXV	JURY DUTY	43
XX	LEAVE OF ABSENCE WITHOUT PAY	25
II	MANAGEMENT RIGHTS	1
XXVII	MILITARY LEAVE	31
XXIV	MISCELLANEOUS	29
	MOA EMERGENCY CALL-BACKS	59
	MOA GROOMING	61
	MOA PAID TIME CONVERSIONS	60
XXXII	NONDISCRIMINATION	39
XI	OVERTIME	9
III	PAYROLL DEDUCTIONS OF UNION DUES AND ASSESSMENTS	2
XXIX	PENSION	32
XXXIV	PERFECT ATTENDANCE DAYS	42
XXXIII	PHYSICAL FITNESS	39
XXXI	PRINTING OF CONTRACT	39
XXIII	PROBATIONARY PERIOD	28
XXXVI	PROMOTIONS PROCESS – GENERAL	44
I	RECOGNITION	1
XXV	SAVINGS CLAUSE	30
XXI	SENIORITY	25
XIV	SICK LEAVE	15
XXXVII	SIGNATURE PAGE	46
XVI	SPECIAL LEAVE	18
VIII	STAFFING	7
XVIII	UNIFORM ALLOWANCE	19
XXII	UNION ACTIVITY PROTECTED	28
VII	UNION BUSINESS LEAVE	6
XIII	VACATIONS	12
XXVI	WAGES	30
X	WORK WEEK	9

**AGREEMENT BETWEEN THE CITY OF BRISTOL AND LOCAL 773
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, AFL-CIO**

The following Contract by and between respectively, the City of Bristol, hereinafter referred to as the "City" and Local 773, International Association of Firefighters, hereinafter referred to as the "Union", is designed to maintain and promote a harmonious relationship between the City of Bristol and such of its employees who are within the provisions of this Contract, in order that more efficient and progressive public service may be rendered.

ARTICLE I

RECOGNITION

1:1 The City hereby recognizes the Union as the exclusive representative and bargaining agent for the bargaining unit, consisting of all uniformed and investigatory positions within the Bristol Fire Department, except that of Chief.

ARTICLE II

MANAGEMENT RIGHTS

2:1 The City shall have the absolute right to determine all matters concerning the management or administration of the Fire Department except as specifically set forth in this Agreement. These matters shall include, but shall not be limited to, the following:

2:1.1 To determine the care, maintenance and operation of equipment and property used for and on behalf of the purposes of the City.

2:1.2 To select and to determine the number and types of employees required to perform the City's operations.

2:1.3 To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the City, provided such rules and regulations are made known in a reasonable manner to the employees affected by them.

2:1.4 To ensure that incidental duties connected with departmental operations, whether enumerated in job descriptions or not, shall be performed by employees.

2:1.5 To create job descriptions and revise existing job specifications as deemed necessary.

ARTICLE III

PAYROLL DEDUCTIONS OF UNION DUES AND ASSESSMENTS

3:1 The City shall monthly deduct union dues, initiation fees, and uniform assessments from the earned wages of each employee in such amounts as determined by the Union, provided that no such deductions shall be made from any employee's wages except when authorized by the employee on an appropriate form, a copy of which must be submitted to the City. Such authorization shall be continued thereafter if a Contract exists, between the City and Union.

3:2 As a condition of employment, all present employees who are members of the Union on June 30, 1971, shall remain members of the Union in good standing during the life of this Contract or extension thereof.

3:3 As a condition of employment, all employees hired on or after July 1, 1971, shall within ninety (90) days of the date of their hire, become and remain members of the Union during the life of this Contract or any extension thereof.

3:4 Effective upon the signing of this Agreement, all employees not required to become and remain members of the Union in good standing shall, as a condition of

employment, pay to the Union an agency fee. Said fee shall be deducted by the City in accordance with the provisions of Section 3.1 herein, or by direct payment to the Treasurer of the Union on a monthly basis.

ARTICLE IV

BULLETIN BOARDS

4:1 The City shall label one bulletin board, in each Fire House, Union Bulletin Board, to be used by the Union for the posting of notices concerning Union business and activities.

ARTICLE V

DISCIPLINARY ACTION

5:1 No regular employee shall be dismissed, discharged, suspended, fined, reduced in rank or disciplined in any other manner except for just cause. If any regular employee is disciplined and in the judgment of such employee this action is taken by the City without just cause, he/she may, no later than ten (10) days after the date of such action, appeal in writing to the Director of Personnel to have the action rescinded or to have the severity of the punishment reduced. Within fourteen (14) days after receiving such appeal, said Director of Personnel shall arrange a hearing. Said Director shall have the right to rescind, modify, affirm or increase the penalty ordered by the Chief or his/her designee. Representatives of the City and the Union's grievance committee shall be entitled to attend and participate in such hearing. If such employee is dissatisfied with results of such hearing, the Union may, no later than ten (10) days thereafter submit such dispute to arbitration by the Connecticut State Board of Mediation and Arbitration or the American Arbitration Association as noted below and such Board shall hear the dispute and render a decision which shall be final and binding on all parties. Said Board of Mediation and Arbitration or the American Arbitration Association shall have the power to

uphold the action of the City or to rescind or modify such action and such power shall include, but shall not be limited to, the right to reinstate a suspended or discharged employee with full back pay. Nothing contained herein shall prevent any employee from representing himself/herself in these appeal procedures. The procedures described in Article V shall be the exclusive appeal procedure for matters concerning disciplinary action.

5:2 The American Arbitration Association, in accordance with its rules and regulations, shall be used for all appeals concerning the discharge of bargaining unit members. The union and City shall share equally in the costs of Arbitration. The arbitrator(s) shall have no power to add to, delete from or modify in any way any of the terms of this Agreement.

5:3 All meetings held under this Article shall be closed to the public.

5:4 All written warnings shall be stricken from an employee's personnel record and an employee's slate wiped clear if there is no violation for a period of one (1) year from the last entry. After a suspension, an employee's record will be cleared if there is no further violation for a period of two (2) years from the date of the last suspension. However, evidence of written warnings or suspensions may be used to rebut an employee's claims about his/her disciplinary history.

ARTICLE VI

GRIEVANCE PROCEDURE

6:1 **PURPOSE** - The purpose of the grievance procedure shall be to settle employee grievances on as low an administrative level as possible so as to insure efficiency and employee morale.

DEFINITION - A grievance for the purpose of this procedure shall be considered to be an employee or fire union complaint concerned with matters relating to the

interpretation and application of a specifically identified article(s) and section(s) of this agreement, or of matters effecting his/her or their health and safety.

6:1.1 The Union shall submit such grievance in writing to the Chief of the Fire Department, setting forth the nature of the grievance. Within seven (7) days after the Chief receives such grievance, he/she shall arrange to and shall meet with the representatives of the Union, for the purpose of adjusting or resolving such grievance.

6:1.2 If such grievance is not resolved to the satisfaction of the Union by the Chief within five (5) days after such meeting, the Union may present such grievance in writing seven (7) days thereafter to the Director of Personnel. Within fourteen (14) days after receiving such grievance, the Director of Personnel shall meet with the representatives of the Union for the purpose of adjusting or resolving such grievance.

6:1.3 If such grievance is not resolved to the satisfaction of the Union by the Director of Personnel within five (5) days after such meeting, the Union may within ten (10) days thereafter submit the dispute in writing to the Connecticut State Board of Mediation and Arbitration or the American Arbitration Association as noted below, with a copy to the Director of Personnel. Said Board shall hear and act on such dispute in accordance with its rules and render a decision which shall be final and binding on all parties. However, the arbitrator(s) shall have no power to add to, delete from, or modify in any way any of the terms of this Agreement.

6:2 PROCEDURE. The grievance procedure shall be used by an employee or the Fire Union to settle all departmental grievances. The only grievances that will be recognized are those that are initiated within twenty (20) calendar days of the alleged infraction. It is also understood that either the employee, the Union, or the City can represent themselves and/or have representation of their choice.

6:2.1 The word "days" in this Article shall be defined as work days and shall be exclusive of weekends and holidays.

6:2.2 The American Arbitration Association shall be used only if the City and the Union agree to use such service, and when it is mutually agreed all direct arbitration costs shall be equally shared by both parties.

ARTICLE VII

UNION BUSINESS LEAVE

7:1 The five (5) members of the Union Negotiating Committee shall be granted leave from duty with full pay for all meetings between the City and the Union for the purpose of negotiating the terms of a Contract, when such members are scheduled to be on duty.

7:2 Two (2) members of the Union Grievance Committee shall be granted leave from duty with full pay for all meetings between the City and the Union for the purpose of processing grievances, when such meetings take place at a time during which such members are scheduled to be on duty. Union Officials must first notify the Deputy Chief before leaving their post, explaining the general reason, approximate length of time, and destination of grievance site and so record on the Daily Report log.

7:3 Such officers and members of the Union, as may be designated by the Union, shall be granted leave from duty with full pay for Union business such as attending labor conventions and educational conferences, provided that the total leave for the purpose set forth in this section shall not exceed twenty-five (25) working days in any fiscal year. A written list of the persons attending shall be furnished to the Fire Chief and the Director of Personnel, providing the dates and locations of such conventions and conferences. In addition, any employee designated by the Union shall be granted Special Union Business Leave with pay for

any regular tour of duty provided he/she is able to secure another employee to work in his/her place at no cost to the City as provided for in Article XVI.

7:4 One (1) representative of the Union on the Retirement Board of the Firemen's Benefit Fund shall be granted leave from duty with full pay for the purpose of attending all meetings of said Board for the purpose of fulfilling official Board duties.

ARTICLE VIII

STAFFING

8:1 In order to protect the health and safety of the employees in the bargaining unit, the following shall be the minimum number of fire fighting units and the minimum staffing allowed on each of these fire fighting units:

Engine 1	Two Firefighters and one Officer
Engine 2	Two Firefighters and one Officer
Engine 3	Two Firefighters and one Officer
Engine 4	Two Firefighters and one Officer
Engine 5	Two Firefighters and one Officer
Tower 1	Three Firefighters and one Officer
Fire 2	One Deputy Chief

All operational functions formerly performed by support services may be performed by any engine company that is not the first due engine company, as determined by the Fire Chief or his/her designee, with the exception that Engine 1 may be utilized to deliver a boat to an ice or water rescue when responding as the first due engine company on the same call. All administrative functions formerly performed by support services may be performed by other day staff as determined by the Fire Chief or his/her designee. The Chief shall meet with the Union upon their request to discuss methods of performing such functions. Such discussion shall not constitute bargaining.

8:2 The City reserves the right, acting through its Board of Fire Commissioners, to establish higher or lower company manpower requirements as changing conditions may require, provided the minimum limits established in the preceding Section are not violated.

ARTICLE IX

HOLIDAYS

9:1 Each employee shall receive holiday pay for each of the following legal holidays:

New Year's Day	Independence Day	Day after Thanksgiving
Martin Luther King Day	Labor Day	½ Day December 24
Presidents' Day	Columbus Day	Christmas Day
Good Friday	Veterans Day	½ Day December 31
Memorial Day	Thanksgiving Day	

Holiday pay for each employee for each such holiday shall be computed by multiplying his/her hourly rate by twelve (12) hours. Holiday pay for each employee who is scheduled to work and actually works on Independence Day, Thanksgiving Day or Christmas Day shall be computed by multiplying his/her hourly rate by eighteen (18) hours.

9:2 In the event that any employee who is off duty on sick leave on a holiday, is found to be malingering, the City may impose any appropriate penalty on such employee, including but not limited to forfeiture of holiday pay for that holiday.

9:3 Employees in positions requiring a thirty-seven and one-half (37½) hour work week shall follow the City holiday schedule and shall receive holiday pay based on seven and one-half (7½) hours. Such employees shall not receive regular pay and holiday pay for the same work day unless actually worked, in which case he/she shall be paid time and one-half the

hourly rate as that which he/she receives for his/her regularly assigned duty, multiplied by the number of hours of overtime work or four (4) hours, whichever is greater.

9:4 In the event that an employee is out sick and has used all his/her accumulated sick leave and the employee remains on sick leave without pay, the employee shall not receive payment for any holidays until he/she has returned to full duty status.

ARTICLE X

WORK WEEK

10:1 The work week for all employees who perform fire fighting duties, shall be an average of not more than forty-two (42) hours computed over a period of one (1) fiscal year. Each day of a day tour shall be from 8:00 A.M. to 6:00 P.M. and each night of a night tour of duty shall be from 6:00 P.M. to 8:00 A.M. It is agreed and understood that the starting time and relieving time for work of the fire fighting force shall continue in accordance with current practice.

10:2 The work week of the Drillmaster, Fire Prevention Officer, Fire Equipment Technician, and Fire Prevention Inspector shall be thirty-seven and one-half (37½) hours per week, based on a five (5) day, Monday through Friday, seven and one-half (7½) hour per day schedule.

10:3 The work period covered by the bargaining unit is defined for the purpose of the Fair Labor Standards Act as any hours worked in excess of one hundred eighty-two (182) hours in a twenty-four (24) consecutive day period.

ARTICLE XI

OVERTIME

11:1 Whenever any employee works in excess of his/her regularly assigned work week schedule, as provided for in Article X, in addition to any other benefits to which he/she

may be entitled, he/she shall be paid for such overtime work at time and one-half the hourly rate as that which he/she receives for his/her regularly assigned duty, multiplied by the number of hours of overtime work except that if any employee works a fourteen (14) hour night tour or a ten (10) hour day tour of overtime duty, his/her overtime pay for such overtime work shall be computed by multiplying his/her regular hourly rate by twelve (12) hours.

11:2.1 Overtime shall be worked for the rank or classification, i.e., Firefighter or Officer, held by the employee last reporting off duty whose absence brings the company on that platoon below the minimum manpower strength allowed. Any employee who is absent on any type of paid time (ex. mutual, sick, vacation, workers' compensation, perfect attendance, bereavement) is not eligible to work an overtime assignment during that shift. In addition, any employee who is absent on sick or workers' compensation on a day shift is not eligible to work an overtime assignment on the evening shift of that calendar day.

11:2.2 The City shall establish a rotating overtime list consisting of all Firefighters. Each day or night tour of overtime work among Firefighters shall be scheduled in rotation among Firefighters on such overtime list.

11:2.3 The City shall establish a rotating overtime list consisting of all officers (Captains and Lieutenants). Each day or night tour of overtime work among officers shall be scheduled in rotation among officers on such overtime list.

11:2.4 The City shall establish a rotating overtime list consisting of all Deputy Chiefs. Each day or night tour of overtime work among Deputy Chiefs shall be scheduled in rotation among such Deputy Chiefs on such overtime list.

11:2.5 For purposes of this Section, the term "last to report off duty" shall mean and include to go off duty on vacation, sick leave, military leave, etc.

11:2.6 When any employee works a tour of such overtime, such employee's name shall go to the bottom of the rotating list.

11:2.7 In the event that an employee is called back to work after leaving for the day, he/she shall be guaranteed a minimum of four (4) hours pay at the applicable regular overtime rate for such overtime work. The prior practice of paying twelve (12) hours of overtime for relief of a portion of a shift is eliminated. In the event that any off-duty employees attend department meetings as authorized by the Chief, said employees shall be paid for time worked with a guaranteed minimum of one (1) hour of pay for such overtime work at their regular overtime rate (rather than four (4) hour minimum.)

11:2.8 The rotating overtime lists referred to in sub-sections 11:2.2, 11:2.3, and 11:2.4 shall be posted in each Fire Station each Tuesday, covering overtime assignments through the previous Saturday.

11:2.9 When an employee receives a promotion to Lieutenant, Captain or above and as the result of such promotion is transferred to another shift and said transfer requires that he/she work six (6) consecutive days (shifts), said employee shall be granted two (2) days (shifts) off immediately prior to such promotion and transfer.

11:3 The parties agree to meet one (1) year following implementation of the elimination of refusals to discuss the success of such elimination. At that time, both parties reserve the right to return to the refusal system in place prior to its elimination.

ARTICLE XII

ACTING OFFICERS

12:1 Whenever any employee is required to work in a higher classification, i.e., Acting Deputy Chief, Acting Captain, Acting Lieutenant, Acting Fire Prevention Officer, and Acting Drill Master, such employee for each day of such service shall receive the minimum of

the classification in which he/she is performing such duties for a full tour of duty. In the event that a Fire Captain is absent from duty the Senior Lieutenant assigned to the Fire Company in which such vacancy exists, shall be considered and shall serve as Acting Captain at such Fire Company. He/she shall receive the minimum of the classification in which he/she is performing such duties beginning with the 15th calendar day of each individual absence.

12:2 Acting Officer positions shall not be considered for purposes of pension contribution or pension compensation as defined in Article XXIX of this Agreement.

ARTICLE XIII

VACATIONS

13:1.1 Full time employees who have less than six (6) months of continuous employment as of June 30th of any year, shall receive one (1) week vacation with pay at their regular weekly rate.

13:1.2 Full time employees who have been continuously employed over six (6) months but less than six (6) years as of June 30th of any year shall receive two (2) weeks' vacation with pay at their regular weekly rate.

13:1.3 Full time employees who have been continuously employed for six (6) years but less than eleven (11) years as of June 30th of any year shall receive three (3) weeks' vacation with pay at their regular weekly rate.

13:1.4 Full time employees who have been continuously employed for eleven (11) years or more as of June 30th of any year shall receive four (4) weeks' vacation with pay at their regular weekly rate.

13:1.5 Such week of vacation leave will consist of four (4) working tours of duty for employees working a forty-two (42) hour schedule and five (5) days for employees working a thirty-seven and one-half (37½) hour week.

13:2 Employees shall be permitted to select their vacation leave throughout the fiscal year, except that the Chief shall have the right to limit the number of employees in each company on each platoon who may be off simultaneously to one (1). Notwithstanding any provision of the preceding sentence to the contrary, no employee shall be permitted to be on vacation on the night shift of December 24, or the day or the night shift of December 25 or the night shift of December 31, if overtime work is required to cover his/her absence of such day, and he/she is unable to secure another employee to work overtime in his/her place. No employee shall be permitted to be on vacation unless he/she has selected such vacation at least two (2) weeks prior to the start of such vacation provided, however, the Chief may waive this time requirement in the case of an emergency. In the event that there is a conflict concerning a choice of vacation leave, preference shall be given on the basis of seniority, except that no employee who is entitled to more than two (2) weeks of vacation leave, shall choose such additional vacation leave until every employee who is entitled to two (2) weeks of vacation leave has chosen same. In the event that any employee goes on sick leave or injury leave prior to the time his/her vacation is scheduled to commence, and he/she is on such sick or injury leave during any part of the time during which he/she is so scheduled to be on vacation leave, such vacation leave shall be postponed. If such employee is unable to reschedule such vacation leave during the fiscal year in which it was originally scheduled, he/she shall receive one (1) weeks' vacation pay for each week of such unused vacation leave in the following fiscal year.

13:3 An employee who resigns, is terminated for any reason or is laid off shall be paid out his/her balance of unused vacation time, but shall not be eligible for payment of pro-rated vacation. An employee who retires shall be paid his/her balance of unused vacation time. An employee who retires shall also receive a vacation pay-out on a pro-rated basis for the next fiscal year's vacation period provided that he/she has given at least four (4) weeks advance

written notice. Such notice requirement may be waived for special circumstances by mutual agreement. If an employee dies, pro-rated vacation and unused vacation time shall be paid to the employee's estate at the employee's rate as death benefits.

13:3.1 In the event of an employee's death, his/her pro-rated accumulated vacation pay shall be paid to his/her survivor(s).

13:4 Any employee may select his/her vacation on an individual day basis, however, no employee shall be permitted to be on vacation unless he/she has selected such vacation day or days at least seventy-two (72) hours prior to the start of such vacation. The Deputy Chief on duty may waive this time requirement if he/she feels the circumstances justify waiver, and provided a replacement is available.

13:4.1 Such days may be at the option of the employee but such selection will not be made in conflict with another employee's full week vacation, and such full week vacation will have precedence at all times.

13:5 Any employee who is regularly scheduled to work a thirty-seven and one-half (37½) hour work week may select his/her vacation on a half day basis.

13:6 Any employee who is regularly scheduled to work a forty-two (42) hour work week, may select one of his/her full vacation days, to be taken in three (3) four (4) hour increments at the beginning or end of his/her shift. Each four (4) hour leave may not be used consecutively. Any vacation balance subsequently less than a full day unit (12 hours) at the end of the fiscal year shall be paid out at the start of the following fiscal year at the prior fiscal year's pay rate.

13:7 In each fiscal year each employee shall be allowed to carry over one (1) week of current vacation and accumulate said vacation to a maximum of eight (8) weeks including current vacation.

ARTICLE XIV

SICK LEAVE

14:1 Sick leave shall be considered an absence from duty with pay for a bona fide illness or injury which is not covered under Article XV Injury Leave, and which did not arise out of and in the course of his/her employment with an employer other than the City of Bristol.

14:2 Each employee shall earn sick leave with pay or shall be considered as having earned sick leave with pay on the basis of the following formula:

14:2.1 Each employee who has less than five (5) years Fire Department service, shall be credited with five (5) working days of sick leave with full pay upon his/her appointment to the Fire Department, provided no such employee may use such sick leave until he/she has completed six (6) months of service. Each employee who has less than five (5) years of Fire Department service shall be credited with an additional twelve (12) working days of sick leave with full pay for each year of such service.

14:2.2 Each employee who has five (5) or more years of Fire Department service but less than ten (10) years of Fire Department service, shall be credited with an additional eighteen (18) working days of sick leave with full pay for each year of such service.

14:2.3 Each employee who has ten (10) or more years of Fire Department service, shall be credited with an additional twenty-one (21) working days of sick leave with full pay for each year of service.

14:2.4 On his/her anniversary date of employment in each year, each employee shall be credited with unused sick leave plus the new accumulation as provided in Sections 14:2.1, 14:2.2 and 14:2.3 of this Article, except that in no event shall sick leave exceed two hundred (200) working days.

14:2.5 For the purposes of this Article, service shall be as defined in Article XXI, Seniority.

14:3 If any employee is absent on sick leave for more than three (3) consecutive working days, upon returning to work he/she shall supply a statement from a physician at no cost to the City, which statement shall establish such employee's fitness to return to work and shall substantiate his/her reason for such absence. If the City has reason to believe that an employee is malingering or if the City wishes to determine whether an employee is fit to return to work, the City may send such employee to a doctor at the City's expense. Nothing contained herein shall preclude the City from investigating suspected malingering in any other reasonable manner.

14:4 Employees shall call in on or before their assigned starting time or they shall not receive sick leave pay for said day, unless the reason for tardy notification is deemed satisfactory.

14:5 In the case of extended illness or injury, a monthly statement from the employee's treating physician shall set forth the approximate time the employee's absence is expected to continue.

14:6 An employee who is absent from work due to illness or injury not covered under Article XV shall receive no pay for the first day of such absence following the fourth period of illness or injury during his/her anniversary year.

14:7 At the time of the employee's retirement or death, as the case may be, each employee or spouse shall receive forty-five percent (45%) of all unused sick leave which he/she has to his/her credit at such time. If the employee dies and is not survived by a spouse, the accrued sick leave shall be paid to the estate. Each day of sick leave pay shall be computed

by multiplying the employee's regular hourly rate at the time of retirement or death by twelve (12) hours or seven and one half (7.5) hours whichever is applicable.

14:8 After the expiration of sick leave days, employees shall be eligible to apply for benefits under the terms of the Temporary Disability Plan for up to thirteen (13) weeks.

ARTICLE XV

INJURY LEAVE

15:1 Each employee who is injured or disabled in the performance of his/her duties shall be entitled to injury leave with full pay from date of injury until such time as he/she is able to return to duty, reaches the point of maximum recovery, or after 78 weeks, whichever comes first. If such employee is assigned to a position allocated to a classification which is lower than that which he/she held at the time of such disability, he/she shall continue to receive the same rate of pay as that which he/she would be entitled had he/she not been so assigned. Nothing contained herein shall preclude the City from investigating absence due to illness or injury in any reasonable manner.

15:1.1 Work-related injuries and illnesses will be handled through the City's workers compensation medical care plan. Additionally, a Return to Work Program has been established for modified duty assignments when medically appropriate.

15:2 In the event that a third party action is brought by the injured employee for injury or disability in the performance of his/her duties and such action is sustained in a court of law or a settlement is reached, the employee shall reimburse the City for any and all payments made and costs incurred by the City up to the amount of the settlement or damages awarded. The employee shall reimburse the City for the injury leave, as well as replacement of personal property, uniforms or equipment, and the cost of continuing the employee's insurance benefits and pension contributions while he/she was receiving payment under this Article.

ARTICLE XVI

SPECIAL LEAVE

16:1 Each employee shall be granted special leave with pay up to a maximum of thirty (30) working days per fiscal year for any day or days on which he/she is able to secure another employee to work in his/her place provided:

16:1.1 Such substitution does not impose any additional costs on the City.

16:1.2 Such substitution is within classification only and the substitute is qualified to perform the general duties of the position involved. In addition, when the regular or back up driver is not scheduled to work on the requested day of special leave, the substitute must also be qualified to perform the additional duties of driver for that particular apparatus.

16:1.3 The Deputy Chief on duty on the date of the special leave shall be notified in writing prior to the start of the shift. Such special leave shall not be in conflict with Sections 16:1.1 and 16:1.2 of this Article.

16:1.4 Neither the Department nor the City is held responsible for enforcing any agreement made between employees.

ARTICLE XVII

FUNERAL LEAVE

17:1 The City of Bristol shall grant up to a maximum of three (3) working days with pay in the event of death in the immediate family. The funeral leave days granted shall only be from the date of death through the date of the funeral, and the City may request proof of attendance. The immediate family shall include Mother, Father, Brother, Sister, Husband, Wife, Daughter, Son, Mother in Law, Father in Law, Step Son, Step Daughter, Step Mother, Step Father, Grandchild or any relative who is an actual member of the household.

17:2 In the event of a death of a Grandparent, Brother-in-law, Sister-in-law, or Aunt, Uncle, Niece, Nephew of the employee or employee's spouse, one (1) day will be allowed if necessary to permit attendance at the funeral or wake.

17:3 The Chief can allow up to an additional two (2) days leave over the days allowed in Sections 17:1 and 17:2 of this Article, should he/she deem the reason(s) unusual and worthy provided that it does not disrupt the efficient operation of the Department.

ARTICLE XVIII

UNIFORM ALLOWANCE

18:1 The City shall provide each employee with his/her own dress uniform and, when necessary, it shall replace or repair same. Optional items to dress uniform listed in the Bristol Fire Department's Standard Operating Procedures on Uniforms and Grooming may be purchased with the annual clothing credit.

18:1.1 Deputy Chiefs, Fire Prevention Officer, and Fire Prevention Inspector shall be provided uniforms annually as follows:

- Four (4) white shirts
- Two (2) dress pants
- One (1) pair dress shoes or safety shoes
- Replacement of jacket as needed

18:2 The City shall provide each employee with his/her own protective clothing of good quality and condition. Such clothing shall consist of:

- One (1) helmet
- One (1) protective hood
- One (1) pair of waist high bunker pants w/suspenders
- One (1) short bunker coat
- One (1) pair of Warrington pro high leather boots
- One (1) pair of protective gloves
- One (1) pair of form-fitted rubber boots may be substituted for the one (1) pair of high leather boots

18:3 The City shall maintain a voucher system by which work clothing is made available to employees of the City of Bristol. The City shall retain the exclusive authority to determine the parameters and method of record keeping for the voucher system which shall be coordinated with the private vendor(s). The City shall determine the specifications of all clothing that is made available to employees through this voucher system. All clothing obtained through the voucher system shall be kept in proper condition by the employees as stipulated by the Chief or his/her designee. Said uniforms shall be worn during all duty hours. It is understood that uniforms shall not be worn during off duty hours. The Chief and the Union shall meet as necessary for the purpose of discussing all matters related to the standardization of uniforms, the voucher system and the methods of procurement and the issuance of such uniforms.

For the first two fiscal years during which an employee works, they shall be provided with the items specified in Article XVIII, Sec. 18:4. During all successive fiscal years during which an employee works for the City (i.e., beginning with the third fiscal year), employees will be credited an annual amount, subject to approval of the annual budget, which will determine the amount of annual clothing credit per employee. The City, based upon budget constraints, will attempt to ensure that the annual credit allocation amount keeps reasonable pace with the rate of inflation. Annual amounts of credit shall be based upon the City's fiscal year. Should an individual employee not exhaust his/her entire annual clothing credit allocation, the remaining balance of the clothing credit allocation shall not carry over to the following fiscal year and said balance shall be forfeited.

The clothing items provided under the voucher system during the first two fiscal years of service by employees, in addition to the annual clothing credit allocation received by employees after their first two fiscal years of service, shall be utilized solely and exclusively by

the individual employee to which it is granted. As such, the clothing items obtained through the voucher system and/or the clothing credit allocations shall not be sold, traded or donated, or transferred from one employee to another, or to any non-employee, and any such conduct is strictly prohibited.

18:4 First and second year employees shall be provided with the following items through the voucher system on the basis of specifications mutually agreed upon by the City and the Union:

- Three (3) pairs of work pants
- Three (3) work shirts long/short with patches
- Six (6) T-shirts
- One (1) pair of safety shoes or boots
- One (1) jacket (1st year only)
- One (1) sweatshirt (2nd year only)
- One (1) Fire Department uniform badge (1st year only)

First year employees are expected to obtain their uniform items via the voucher system prior to reporting for work. The City, through the Fire Department, is expected to notify the vendor(s) of the hiring of a new employee as soon as is practical so that the items above will be made available to new employees as soon as possible.

18:5 Under the voucher system, uniform items shall be model number specific to ensure uniformity. Available clothing items shall be restricted to the following categories subject to the per-person annual credit allowance:

- Work shirts – Long/short sleeve
- Work shirt
- Work pants
- T-shirts
- Safety work shoes/sneakers/boots
- Sweatshirts
- Jackets
- Work Shorts (May be worn from May 15th to September 15th in station and under bunker wear. Pants are required for outdoor maintenance.)

18:6 The City shall be responsible for an employee's personal items, such as dentures and prescription eye glasses which are damaged or lost in the performance of his/her duties, provided the loss or damage is reported to the officer on duty before the termination of his/her tour of duty. The City shall reimburse for watches (subject to \$100 maximum) which are damaged or lost in the performance of his/her duties, provided the loss or damage is reported to the officer on duty before the termination of his/her tour of duty. The City shall not be responsible for replacing such items if such damages or loss was caused by the employee's willful or wanton negligence or by horseplay.

ARTICLE XIX

INSURANCE

19:1 The City shall maintain a Section 125 pretax salary deduction plan in accordance with the applicable provisions of Section 125 of the Internal Revenue Code (and in accordance with any amendments to said provisions) so long as said provisions allow for such a plan. The City shall incur no obligation to engage in any form of impact bargaining in the event that a change of law reduces or eliminates the tax exempt status of the employee insurance contributions. Increases or decreases in costs shall be in effect the first full pay-period of each July thereafter.

19:1.1 Effective and retroactive to July 1, 2015, enrolled employees shall pay seventeen percent (17%) of the cost of his/her medical and dental insurance coverage through weekly pre-tax payroll deduction in accordance with the applicable provisions of Section 125 of the Internal Revenue Code as described in 19:1 above.

19:1.2 Effective July 1, 2016, employee cost share shall remain at seventeen percent (17%) except that an employee's cost share shall be increased by one and one-half percent

(1.5%) if during the preceding calendar year the employee and the employee's enrolled spouse have not participated in each of the following wellness components: 1) biometric screening; 2) health risk assessment; 3) age appropriate preventive screenings to include annual exam; 4) participation in disease management program for those with diabetes (Type 1 and 2); asthma or COPD, heart disease, heart failure, hyperlipidemia (high cholesterol) or hypertension. The union acknowledges that the wellness components may be delayed by the City, at its discretion, without retroactivity of the one and one-half percent increase, to provide sufficient time for employees to participate.

19:2 The City of Bristol shall pay for all full time members of the bargaining unit and enrolled dependents, including dependent children to age 25 (currently age 26 subject to Federal Affordable Health Care Act remaining in effect) the cost of the medical insurance plan and prescription plan (subject to 19:1 through 19:1.3 above). The summary of the medical plan is set forth in Appendix E which is attached hereto. Appendix E is for reference purposes only, with the group summary plan being on file in the City's Personnel Office.

19:3 The City shall provide members of the bargaining unit and enrolled dependents, including dependent children to age 25, the Blue Cross Co-Pay Dental Plan with Riders A, B, C, D and Dependent Child Rider (subject to 19:1 through 19:1.3 above).

19:4 The City reserves the right to substitute at any time during the term of this contract any benefit plan which provides equal or better benefits than any existing plan.

19:5 Effective upon ratification, the City of Bristol shall provide and pay for each full-time employee term life insurance coverage in the amount of \$100,000.

19:6 For employees who retire on or after January 1, 1998, the City will pay the full cost of the health insurance coverage cited in Section 19:2, hereinabove, for the retiree and

spouse for the first ten (10) years after the date of retirement, subject to the conditions set forth in Section 19:6.1, Section 19:6.2 and Section 19:6.3 below.

19:6.0 Any retiring employee shall be subject to the same employee cost share for health insurance that is offered to active employees, as that health insurance and cost share may change from time to time.

19:6.1 Any retiree who wishes to enroll additional dependents, and any retiree (or spouse or dependent of a deceased retiree) who wishes to remain enrolled beyond ten (10) years following the date of retirement, may do so at their own expense, carrier permitting.

19:6.2 The retiree must be eligible for and must be collecting regular or disability retirement benefits under the City's pension plan, and must not be eligible for comparable group health insurance coverage through any other employer.

19:6.3 The City will presume all retirees 65 or over are recipients or participants in Medicare Part A and B. The City will designate Medicare as the primary insurer. Any retiree who is not eligible for Medicare Part A and B must present documentation to the City from: U.S. Health & Human Services Department of Social Security Administration and when such documentation has been validated the City will not designate Medicare as primary insurer.

ARTICLE XX

LEAVE OF ABSENCE WITHOUT PAY

20:1 A leave of absence without pay for good cause may be granted not to exceed one (1) year. A request for leave of absence must be made in writing by the employee with the explanation of reasons therefore and showing dates from and to on the request and presented to the Chief. If approved, the Chief will so indicate by signing the employee's request. The request for leave shall be then sent for final approval to the Director of Personnel. It is understood that leaves of absence will not be granted to specifically pursue other full time paid employment.

20:2 A properly authorized leave of absence shall have no effect on the employee's length of service, or any other benefit based on length of service, except that no additional leave time or other benefits shall continue to accrue after thirty (30) days of such leave. Any employee who wishes to retain group insurance coverage after thirty (30) days of such leave must do so at his/her own expense. Upon the return to work of the employee, he/she shall be required to pass a physical examination prior to his/her return from such leave, and the Chief shall notify the Personnel Department giving all necessary information to effectuate the employee's return to work.

ARTICLE XXI

SENIORITY

21:1 Seniority shall consist of the relative length of accumulated service of each employee in the Fire Department. An employee's length of service shall not be reduced by time lost due to sick or injury leave. Notwithstanding the provision of the first sentence of this Article to the contrary, in the event an employee resigns from the Bristol Fire Department, or an employee is discharged for just cause from said Department on or after such date which

discharge is not rescinded and such terminated employee is re-employed, his/her service prior to such interruption of service shall not be included when computing his/her seniority, unless his/her absence during such interruption was for a period of two (2) weeks or less.

21:2 On or before thirty (30) days after this Contract is executed and on or before May 15th of each calendar year thereafter, the City shall furnish the Union with a copy of the seniority list. The City and the Union will have thirty (30) days in which to make any corrections and signify their approval thereof.

21:3 Unless the context requires otherwise, seniority shall mean rank seniority which shall be based on the relative length of accumulated service of each employee with the Bristol Fire Department in his/her particular rank and position. For the purposes of this Article, rank shall mean and include the following: Firefighter, Fire Lieutenant, Fire Captain, Fire Prevention Inspector, Fire Equipment Technician, Fire Prevention Officer, Drill Master, Deputy Chief.

21:4 If it becomes necessary to reduce the manpower of the department or reduce the manpower within a particular rank, the order of layoff shall be determined in accordance with the following procedure. The City shall give a twelve (12) working day notice of layoff. If the need to reduce the manpower within any rank above Firefighter arises, an officer holding said rank shall be demoted rather than laid off. The officer with the least rank seniority shall be the first employee demoted. When this occurs, the demoted officer shall become the senior employee in the next lower rank, at the top pay step, and shall be entitled to bump the employee with the least rank seniority in such lower rank. Any officer who is bumped by this process may avail himself/herself of the same process as against a lower ranking officer, in order that the affected officer may be demoted rather than laid off. When the demotion-bumping process is completed and the firefighting rank is attained, then the employee with the

least rank seniority as a firefighter will be laid off. Provided however, firefighters in their probationary period may be discharged or laid off at the sole discretion of the City. If laid off and recalled, such employee will be required to complete the stipulated period of probation. Notwithstanding the foregoing provisions of this section, when the demotion of an officer holding the rank of Fire Prevention Inspector, Fire Equipment Technician, Fire Prevention Officer or Drill Master becomes necessary, demotions from these ranks shall be accomplished by the return of the officer to the highest rank previously held by said officer if applicable.

21:5 When an employee has been laid off or an officer has been demoted, the name of such employee shall be placed on a re-employment list for the appropriate rank. In filling any vacancy in any rank, the re-employment list shall have priority over any other list. All names shall remain on any re-employment list until each laid off employee is offered the opportunity for rehire or such demoted officer is offered the opportunity for restoration to his/her former rank. When a laid off employee is rehired, or when a demoted officer is restored to his/her former rank, he/she shall regain the rank seniority held prior to layoff or demotion. Laid off or demoted employees shall be notified of their rehiring, or restoration, at the last address on file with the fire department and/or the personnel department. Any such employee shall forfeit his/her right to rehire or restoration if he/she does not report in writing his/her willingness to return to work to the Fire Chief within fifteen (15) calendar days after written notification of such right; but must return within twenty (20) calendar days or lose his/her recall rights.

21:6 Any officer who has been reduced in rank during his/her period of probation will be required to complete the stipulated period of probation if he/she is reappointed to his/her former rank. Notwithstanding the foregoing provisions of this section, employees laid off shall only retain recall rights for three years from the date of the layoff.

In the event of layoff, seniority shall not continue to accumulate, but in the event an employee returns to work within the period of his/her recall rights, he/she shall be accredited at the time of recall with the same seniority he/she had as of the date of his/her layoff.

21:7 Any employee laid off and who is subsequently recalled to duty may be required to take and pass a physical in order to be recalled. Such physical shall be done at the sole discretion of the City and at the City's expense.

ARTICLE XXII

UNION ACTIVITY PROTECTED

22:1 Except for the right to strike or to withhold services which are hereby prohibited, all other Union activities are protected. Nothing shall abridge the right of any duly authorized representative of the Union to present the views of the Union to citizens on issues which affect the welfare of its members.

ARTICLE XXIII

PROBATIONARY PERIOD

23:1 To enable the Board of Fire Commissioners to exercise sound discretion in filling of positions within the Fire Department, no appointment or employment as a regular Firefighter shall be deemed final and permanent until after the expiration of a period of eighteen (18) months probationary service and the successful completion of Recruit Firefighter Training at the Connecticut Fire Academy or, at the discretion of the City, equivalent out of state, full time, recruit firefighter training program. Firefighters will be considered manpower upon successful completion of the program. Said Training Program shall be scheduled as soon as possible after employment by the Drill Master. Any Firefighter who has successfully completed the Recruit Firefighter Training Program at the Connecticut Fire Academy, or at an out of state, full time firefighter training program that is acceptable to the City, shall not be

required to repeat the program. Successful completion of the Recruit Firefighter Training Program does not apply to the position of Fire Equipment Technician or to a Fire Inspector hired from outside the department.

23:2 The probationary period for promotional classifications shall be six (6) months.

23:3 During the probationary period of any employee, the Board of Fire Commissioners may terminate the employment of a new employee or return a promoted employee to his/her former classification, if during this period upon observation and consideration of his/her performance of duty, they shall deem him/her unfit for such appointment.

23:4 Nothing contained herein shall be used to deny any employee of any rights or any benefits to which he/she may be entitled under the pension provisions of the City Charter covering employees of the Fire Department.

23:5 During the probationary period, all probationary employees may be discharged or disciplined without recourse to the grievance procedure. This section does not apply to promotions.

ARTICLE XXIV

MISCELLANEOUS

24:1 The officer in charge shall apportion all work among subordinates as equitably as practicable.

24:2 The designated smoking areas in each fire station shall be eliminated. If state law changes regarding smoking in the workplace in the future, the parties shall meet to discuss smoking options. In no event shall the City be required to make any expenditures or structural changes to create a smoking area.

24:3 Employees hired after the expiration date of the City's current firefighter eligibility list shall reside within twenty (20) miles of Central Fire Headquarters. An employee shall be in compliance with the residence requirement provided he/she resides within a town, any part of which falls within a twenty (20) mile radius of Central Fire Headquarters.

24:4 The Memorandum of Understanding regarding the use of respirators (S.C.B.A.) signed December 9, 1991 shall be immediately eliminated.

ARTICLE XXV

SAVINGS CLAUSE

25:1 The City recognizes its obligations under the Municipal Employees Relations Act and shall not make unilateral changes in any substantial conditions of employment without prior negotiations upon request of the Union.

ARTICLE XXVI

WAGES

26:1 Effective and retroactive to July 1, 2015, the salaries at all Classifications and steps on the salary schedule in effect on June 30, 2015 shall be increased by 2.6%. Effective July 1, 2016, the salaries at all Classifications and steps on the salary schedule in effect on June 30, 2016 shall be increased by \$275. Effective July 1, 2016, following application of the aforementioned \$275, each step on the 2016-2017 salary schedule shall be increased by 2.5%. The wages for all employees shall be as set forth in Appendices A and B attached hereto.

ARTICLE XXVII

MILITARY LEAVE

27:1 An employee departing for military service shall, upon written request, receive payment for unused vacation time accrued to his credit and such employee's seniority rights shall not be impaired during his period of military duty.

27:2 An employee who reports to the City following his honorable release from military service in compliance with USERRA regulations, shall be returned to a position as required by USERRA.

27:3 Military leave for members actively participating in military reserve activities, including the National Guard, shall be granted an amount specified by Connecticut Statute, or thirty (30) working days, whichever is greater. Pay for such military leave shall be the difference between their current military pay for that training period and normal straight time City pay, if any. Proof of the above must be furnished.

ARTICLE XXVIII

FIRE WATCH DUTY

28:1 Whenever any private person or organization is required to or shall seek the services of the employees of the Fire Department for fire watch duty, such work shall be rotated by the Chief of the Fire Department among those employees who volunteer for such work during their off duty hours. The rate of pay for such work shall be one and one-half (1½) the employee's regular hourly rate, except when said watch is performed for the City of Bristol, the rate shall be the employee's regular hourly rate for the first four (4) hours and one and one-half (1½) the employee's regular rate thereafter, however, should other City employees be receiving premium pay for said fire watch then Firefighters shall also be paid at one and one-half (1½) their regular hourly rate.

ARTICLE XXIX

PENSION

29:1.1 There shall be in the City of Bristol, a fund to be known as the "Fire Fighters' Benefit Fund". Six percent (6%) thereof shall be collected from employees as deductions from pay and transmitted immediately to the trustees of said fund. Effective with the first full pay period following ratification, such deduction shall be reduced to five percent (5%), one and one-quarter percent (1.25%) of which shall be applied to the firefighter retiree health account. In the event that the City's pension actuary annual report reflects a pension fund funding ratio of less than 175%, employee contributions shall revert back to six percent (6%) with no employee contribution to the firefighter retiree health account. Upon any subsequent return of the pension fund's funding ratio to 175% or more, as reflected in the City's pension actuary annual report, employee contributions shall return to five percent (5%) with one and one-quarter percent (1.25%) of such contributions applied to the firefighter retiree health account. Employee contributions towards the firefighter retiree health account shall be irrevocable and non-refundable. Such pension contribution payroll deductions will be made in accordance with IRS Code Section 414(h)(2) on a pre-tax benefit basis. The deductions referred to herein shall cease upon the completion of twenty-five years of service. If any member of the fire department resigns from said department or if any member of the fire department is discharged from the fire department, for any cause, such member, upon making application to the Board of Trustees of said reserve fund, shall be entitled to draw from said reserve fund a sum equal to the assessments such member has paid into said reserve fund. If any such member dies either before or after the date of retirement, there shall be paid to his/her legal representative the excess, if any, of the total amount of his/her assessments hereunder over any benefit payments

made to him/her; provided this provision shall be effective only in case no benefits are otherwise payable from the Fire Fighters Benefit Fund on account of the death of such member.

29:1.1.2 Effective July 1, 2003, employees shall be fully vested after ten (10) years of continuous service in the department as a regular firefighter. The term "fully vested" shall mean that upon separation from employment with the Bristol Fire Department such employee may elect not to withdraw the assessments paid into the fund and instead upon reaching the age when he/she would have been eligible for a normal pension collect a retirement allowance based on two and eight tenths percent (2.8%) of compensation per year of continuous service completed prior to separation from employment. Such percentage shall be applied against the rate of base compensation at the time of separation from employment and the resulting allowance shall not be increased thereafter for any reason. Compensation shall be defined to mean the annual rate of the base salary for the employee's rank and step, as set forth in the applicable collective bargaining agreement (if any). This section shall not apply in the case of a discharge for just cause which is not reversed upon appeal or a resignation by an employee who has been informed he/she is under investigation for an offense which constitutes just cause for discharge and from which he/she is not exonerated. For purposes of this section, compensation excludes sick leave payout as it is not applicable.

29:1.2 The Mayor, the City Treasurer, the members of the Board of Fire Commissioners and a regular member of the Fire Department of said City shall be a Retirement Board of the Firefighters Benefit Fund of said City, and the Treasurer of the City of Bristol shall be the treasurer thereof. Such regular member of the Fire Department shall be nominated by the regular members of the Fire Department of said City and appointed by the City Council of said City at its regular meeting in January for a term of two (2) years and until his/her successor shall be appointed and shall have qualified. The Chairman of the Board of Fire

Commissioners shall be the Chairman of the Retirement Board and shall draw all orders upon said fund, which orders shall be countersigned by the secretary of said Retirement Board, who shall be chosen by said Board. The secretary shall keep a record of the proceedings of said Board and all actions taken by it in regard to said fund; and said board may direct the treasurer to invest any portion of said fund in any securities in which trust funds may be invested under the provisions of the General Statutes or to deposit the same, or any portion thereof, in any of the banks of the State.

29:1.3 Said Board shall report to the Board of Finance yearly the condition of said fund, with all items of receipts and disbursements on account thereof. If the income of the Firefighters Benefit Fund shall be found at any time insufficient to meet the requirements upon it, the Board of Finance, upon the application of said Board, shall make an appropriation to make good such deficiency, and any prospective deficiency in the income of said fund.

29:1.4 In addition to the regular Firefighters of the City of Bristol, there shall be an honorary grade known as the "Veteran Reserve", to which the Board of the Firefighters Benefit Fund for said City may transfer any member of the Fire Department who shall, through age or physical disabilities incurred in the discharge of his/her duties, become permanently disqualified for the active duties of the Fire Department, but such transfer may be revoked at any time if the disability shall be removed and the member shall thereupon be returned to active duty in the Fire Department. Effective July 1, 2003, the pay of a member of the Veteran Reserve shall be at the rate of seventy percent (70%) of base pay (including 1/4 of an employee's unused sick leave paid out at the time of transfer if applicable) he/she was receiving at the time of his/her transfer, but the Board of Fire Commissioners may call upon any member of the Veteran Reserve for such temporary services as he/she may be fitted to

perform, and, during such service, he/she shall receive the full pay of a regular member of the Fire Department of the same grade.

29:1.5 Effective July 1, 2003, the Board of the Firefighters Benefit Fund shall permanently retire at the rate of seventy percent (70%) of base pay (including 1/4 of an employee's unused sick leave paid out at the time of retirement if applicable) any member of the regular or Veteran Reserve force who shall have become permanently disqualified from performing any duty upon a certificate of a physician or physicians appointed by said Board of Fire Commissioners showing that such member is permanently disqualified for the performance of all fire duty, and that such disqualification is caused by the natural infirmities of old age, or by some injury received, disease contracted or exposure endured while performing the duties of his/her service, without fault on his/her part.

29:1.6 All members of the regular Fire Department shall be retired on the day following attainment of age sixty-five (65).

29:1.7 Effective July 1, 2003, the Board of the Firefighters Benefit Fund shall permanently retire at the rate of seventy percent (70%) of base pay (including 1/4 of an employee's unused sick leave paid out at the time of retirement) any qualified member of the Fire Department, upon his/her written request, when such member shall have completed twenty-five (25) years of continuous service in the Fire Department as a regular Firefighter. Said payments shall be paid in bi-weekly installments.

29:1.8 Effective July 1, 2003, any regular member of the Fire Department who shall have completed twenty (20) years of continuous service and who shall have attained the age of sixty-five (65) years, shall, upon his/her written request to the Board of Fire Commissioners, be permanently retired from the Fire Department and shall receive from said fund during his/her

lifetime, seventy percent (70%) of base pay (including 1/4 of an employee's unused sick leave paid out at the time of retirement) in bi-weekly installments.

29:1.9 Effective July 1, 2003, when any qualified member of said regular Fire Department shall have been killed while in the actual performance of duty, or shall have died from the effects of any injury received while in the actual discharge of his/her duties, a sum not exceeding seventy percent (70%) of base pay (including 1/4 of an employee's unused sick leave paid out if applicable) of such member shall be paid bi-weekly from said fund to the widow/widower of such Firefighter; or if he/she has no widow/widower to his/her child or children under eighteen (18) years of age, and to his/her child or children under eighteen (18) years of age after the death or marriage of his/her widow/widower; provided such bi-weekly payment to any such widow/widower shall cease upon his/her remarriage, and such bi-weekly payment to any such child shall cease when such child shall attain the age of eighteen (18) years; and if there be more than one (1) child under eighteen (18) years of age entitled to receive payments, the payments shall be equally divided between them. Payments due to such child or children shall be made to their legal guardian or to such other person to expend for them. If there be no other widow/widower or child such payment shall be made to any dependent.

29:1.10 When any qualified member of said department who shall have been in the service of the City as a regular Firefighter for ten (10) years or any member of said Fire Department who shall have been permanently retired or placed on the Veteran Reserve list shall die, the widow/widower of such deceased member shall receive annually one-half the amount of money that would be paid such retired member at the time of his/her death. Such annual payments to such widow/widower shall cease upon her/his marriage.

29:1.11 When any member of the regular Fire Department who shall have been in the service of the City as a regular Firefighter for ten (10) years or more and who shall have become permanently disqualified from performing any duty upon a certificate of a physician or physicians appointed by said Board of Fire Commissioners and such disqualification was not endured in the performance of duties he/she shall be retired at a rate equal to twenty-eight percent (28%) of compensation for the first ten (10) years of service and an additional two and eight-tenths percent (2.8%) of compensation for each additional year for each year thereafter to a maximum of seventy percent (70%) of compensation.

29:1.12 All regular members of the department, whether or not on the payroll as of January 1, 1972, will be covered by the escalator. Effective July 1, 2003, such escalator shall be capped at 2.25% per year based on salary increases provided to active bargaining unit members at the same rank and step as the retiree held at the time of retirement.

ARTICLE XXX

EDUCATION

30:1 The City shall pay for the complete cost of tuition (which is understood to include other per credit fees), up to the highest of all state college tuition rates for accredited courses which are part of an undergraduate degree program in Fire Service, for each employee participating in such courses who has successfully completed his/her entry-level probationary period, upon satisfactory completion of each course. Satisfactory completion for college level courses shall be a grade of C or better. Prior approval of the Fire Chief is required except if registered prior to June 11, 2013.

30:2 Employees in the classification included in the bargaining unit shall receive additional compensation for education attainments in accordance with the following schedule: Such additional compensation shall not be processed until the required documentation for

coursework is received by the Fire Chief. The City is not obligated to process any additional compensation retroactively.

30:2.1 Employees receiving additional compensation of seven dollars (\$7.00) per week or nine dollars (\$9.00) per week as of July 1, 2004 for a partial Associate's degree shall continue to do so. No other employees shall be eligible.

30:2.2 Upon receipt of a diploma for an Associate degree in Fire Service from an accredited college or university OR satisfactory completion at a grade C or better of one-half (1/2) of a Bachelor's degree in Fire Service from an accredited college or university, employees shall earn an additional fourteen dollars (\$14.00) per week. Upon receipt of a diploma for a Bachelor's degree in Fire Service from an accredited college or university, employees shall earn an additional twenty dollars (\$20.00) per week.

30:2.3 The City shall pay complete course fees for State Fire Academy courses, with prior approval of the Fire Chief, upon satisfactory completion of each course. Satisfactory completion shall mean certification or recognition of completion, as applicable. Books purchased by the City shall be returned to the City upon completion of the course. The City will pay for EMT, MRT or Paramedic certification or recertification with prior vendor approval of the Chief.

ARTICLE XXXI

PRINTING OF CONTRACT

31:1 The City and the Union shall equally share three hundred (300) copies of this Contract and shall equally share the cost of printing.

ARTICLE XXXII

NONDISCRIMINATION

32:1 Both parties agree to continue their policies of not discriminating against any employee on the basis of race, color, religion, age, sex, national origin, marital status, sexual orientation or physical disability which is unrelated to the ability of the employee to perform a particular job. As used in this Agreement, masculine or feminine pronouns shall include reference to either sex

ARTICLE XXXIII

PHYSICAL FITNESS

33:1 The City and the Union agree it is the responsibility of each employee to achieve and maintain a reasonable level of physical fitness and general good health.

33:2 There shall be no restriction on the right of the City to impose physical and psychological testing requirements on new recruits.

33:3 All employees shall be required not to exceed the maximum acceptable weight standards as set forth below which is the official weight chart for all employees within the Bristol Firefighters Bargaining Unit.

33:4 The chart specifies the maximum acceptable weight by height.

33:5 The maximum acceptable weight shall represent the maximum permissible weight for any new employee within the Firefighters Bargaining Unit.

33:6 All members of the Bargaining Unit shall be weighed during July or as soon thereafter as practical to complete all such weight ins.

33:7 The scale to be utilized for measuring height and weight shall be located in the Fire Department.

33:8 All employees to be weighed shall be allowed to wear customary underwear, trousers and shirt. The column designated Maximum Weight includes an additional four (4) pounds to compensate for the clothing referred to herein.

33:9 Height is to be measured without shoes.

33:10 All employees of the Bargaining Unit are not to exceed the level of maximum permissible weight on each subsequent annual weigh-in. Failure on the part of any new employee to remain within the allowable weight shall be cause for appropriate disciplinary action by the Fire Chief.

33:10.1 Notwithstanding Section 33:5, any employee whose body structure is such that his/her normal weight exceeds that which is required by the height and weight charts in Section 33:13, (as established by a requested weigh-in prior to, and conducted in the same manner as the July weigh-in) he/she may request prior to the July weigh-in, to be examined by a health care provider as determined by the City, at no cost to the employee, for percentage of body fat. Failure by the employee to make such request shall result in the height and weight chart standard being used for that employee. To successfully pass the body fat exam, the employee must not exceed the percent body fat standard as set forth below:

Male employees- 23%

Female employees- 29%

33:11 Any employee who receives a letter of reprimand or a suspension in accordance with Section 33:10 herein above, shall have such reprimand or suspension removed from

his/her personnel file provided such new employee reaches the level of maximum permissible weight at the next July weigh-in. Any employee who fails to remain within the allowable weight for more than two (2) consecutive on or about July 1 weigh-ins, shall be subject to discharge.

33:12 All such weigh-ins may be conducted by the Chief or his/her designated subordinate and shall occur during the work shift. Weigh-ins shall be conducted so as to cause a minimum of inconvenience to the individual employee and to the operation of the Fire Department. During weigh-ins one (1) Union Official shall be allowed to be present.

33:13 The following is the Bristol Fire Department Official Height and Weight Chart:

<u>Height</u>	<u>MALE</u> Maximum Acceptable Weight	<u>Height</u>	<u>FEMALE</u> Maximum Acceptable Weight
5 ft. 0 in.	158	4 ft. 8 in.	140
“ 1 in.	162	“ 9 in.	143
“ 2 in.	166	“ 10 in.	145
“ 3 in.	170	“ 11 in.	147
“ 4 in.	174	5 ft. 0 in.	151
“ 5 in.	178	“ 1 in.	155
“ 6 in.	183	“ 2 in.	158
“ 7 in.	189	“ 3 in.	162
“ 8 in.	193	“ 4 in.	165
“ 9 in.	197	“ 5 in.	169
“ 10 in.	203	“ 6 in.	174
“ 11 in.	207	“ 7 in.	177
6 ft. 0 in.	222	“ 8 in.	182
“ 1 in.	226	“ 9 in.	187
“ 2 in.	232	“ 10 in.	192
“ 3 in.	238	“ 11 in.	198
“ 4 in.	245	6 ft. 0 in.	204
“ 5 in.	251		
“ 6 in.	258		

33:14 Any employee not exceeding the maximum acceptable weight as set forth in Section 33:13 or the body fat percentage standard as set forth in Section 33:10.1, having attained the following years of service as of July 1st, shall receive yearly during the month of July:

- 10 years of service - \$100
- 15 years of service - \$150
- 20 or more years of service - \$200

ARTICLE XXXIV

PERFECT ATTENDANCE DAYS

34:0 Leave time shall be granted for perfect attendance under the following conditions:

34:1 An employee shall earn one (1) day leave with pay for each calendar quarter of perfect attendance to be taken within one year from the time earned beginning with time earned April 1, 2004. Perfect attendance time not taken within one year from the time earned shall be forfeited. The calendar quarters shall begin January 1, April 1, July 1, and October 1 of each year.

34:2 An employee who has four consecutive quarters of perfect attendance shall receive two (2) additional days leave with pay to be taken within one (1) year from the time earned beginning with time earned April 1, 2004. This section is eliminated effective with the calendar quarter beginning July 1, 2013.

34:3 Any accumulated lost time shall constitute a break in continuity of perfect attendance unless it is allowable time off as covered in Section 34:4. The regularly scheduled work day for employees working both ten (10) and fourteen (14) hour shifts shall be considered to be twelve (12) hours.

34:4 The following leave time shall be considered earned toward perfect attendance:

34:4.1 Earned Vacation

34:4.2 Perfect Attendance Leave

34:4.3 Allowable Union Business Leave

34:4.4 Injury on Duty (for initial period of absence only, and subject to a limitation of thirty (30) calendar days)

34:4.5 Special Leave

34:4.6 Funeral Leave

34:5 Perfect attendance leave shall be scheduled by mutual agreement between the employee and the Chief in the same manner as vacation leave is scheduled.

ARTICLE XXXV

JURY DUTY

35:1 The City shall pay the difference between an employee's regular straight time pay and payment received for demanded service on any State or Federal Jury. Employees serving on said juries must file proof of Jury Duty tenure and all necessary monetary statements to the Chief before payment can be processed for the employee.

35:2 When employees who are serving on Jury Duty are not required to serve a full day, he/she shall report back to work. Failure of the employee to return to work shall result in the employee receiving payment for such Jury Duty from the Court only. If the employee is excused from Jury Duty not later than three (3) hours prior to the end of his/her shift, the employee shall return to work.

ARTICLE XXXVI

PROMOTIONS PROCESS - GENERAL

For testing processes beginning after January 12, 2016, the following sections of the City Charter shall be read as follows:

36:1 Section 42(a) of the City Charter shall read as follows: Tests for promotion in the Bristol Fire Department shall be open only to those persons who have been employed as regular members of said department for five years or more prior to the last date upon which applications will be accepted for participation in the examination for promotion to the rank of lieutenant; two years in the rank of lieutenant or fire inspector in the case of examination for promotion to the rank of fire marshal, two years in the rank of lieutenant for captain or training captain, must hold rank of a non-probationary captain in the case of examination for promotion to the rank of deputy chief. The incumbent Training Captain as of the contract ratification date shall be grandfathered for eligibility to participate in the examination for Deputy Chief.

36.2 The fourth sentence of Section 42(c) shall be read as follows: The purpose of such oral and written examinations is to establish an eligibility list for such classification from which appointments shall be made based upon the following factors and weights:

Written exam	40%
Oral exam	40%
Credit for Service	<u>20%</u>
	100%

36:3 The fourth sentence of Section 42(d) shall read as follows: Only those candidates who have achieved a mark of seventy percent or better on the written exam shall be allowed to take the oral examination; only those candidates who have achieved a mark of seventy percent or better on the oral exam shall be placed on the final eligibility list.

36:4 The final sentence of Section 42(e) shall read as follows: If a tie should occur, the candidate with the highest rank seniority shall be appointed.

36:5 In the case of promotion of any uncertified employee to the rank of Fire Prevention Inspector or Fire Marshal, Charter Section 42(f) shall be interpreted that in lieu of the thirty day requirement to fill such vacancy or new position, the vacancy or new position shall be filled by the Board of Fire Commissioners within one hundred-twenty days or prior to the expiration of any affected promotional lists, should they be in place, whichever is sooner.

ARTICLE XXXVII

DURATION

37:1 In the event that any Article or Section of this Agreement is declared invalid, all other Articles and Sections or portions thereof not so invalidated shall remain in full force and effect.

37:2 Unless otherwise expressly provided herein, this Agreement shall become effective upon ratification by both parties. It shall remain in full force and effect through June 30, 2017, and from year to year thereafter unless modified as provided herein.

37:3 On or about March 1, 2017, or any March 1 thereafter, either party may give written notice to the other party that it wishes to negotiate a successor Agreement to be effective not earlier than July 1 of the same year. If no successor Agreement is reached by such date, this Contract will hold over and remain in force until such new Agreement becomes effective.

ARTICLE XXXVIII

SIGNATURE PAGE

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

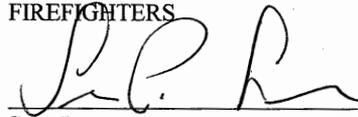
16th day of June, 2016.

FOR THE CITY OF BRISTOL

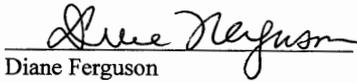
FOR BRISTOL FIRE UNION, LOCAL #773
INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS



Kenneth B. Cockayne
Mayor



Sean Lennon
President, Local #773



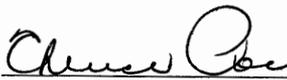
Diane Ferguson
Personnel Director



Max Corvo
Secretary, Local #773



Linda J. Milia
Assistant Personnel Director

ATTEST: 

Therese Pac, Town and City Clerk

As per vote of the City Council on January 12, 2016.

APPENDIX A

SALARY SCHEDULE FROM JULY 1, 2015

Effective and retroactive to July 1, 2015, the salaries at all Classifications and steps on the salary schedule in effect on June 30, 2015 shall be increased by 2.6%.

<u>CLASSIFICATION</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>
Firefighter	\$51,759 See Note #2	\$55,361	\$59,155	\$61,482
Fire Equipment Technician	\$63,437			
Fire Lieutenant	\$63,437	\$66,597	\$67,828	
Fire Prevention Inspector	\$63,437	\$66,597	\$67,828	
Fire Captain	\$70,946	\$74,485	\$75,907	
Fire Prevention Officer	\$72,479	\$75,907	\$77,189	
Drill Master	\$72,479	\$75,907	\$77,189	
Deputy Chief	\$79,353	\$83,317	\$84,909	

Note #1: Any employee with less than one (1) year of service in his/her Classification shall be paid Step 1 of the salary range of his/her Classification. Any employee with one (1) but less than two (2) years of service shall be paid at Step 2 of the salary range of his/her classification. Any employee with two (2) or more years of service in his/her Classification shall be paid Step 3 of the salary range of his/her Classification. Where applicable, any employee with three (3) or more years of service in his/her Classification shall be paid Step 4 of the salary range of his/her Classification.

Note #2: Notwithstanding the provisions of Note #1, any firefighter hired prior to successfully completing a recruit firefighter training program as per Article 23:1 shall be paid an annual salary of \$44,759 upon hire, \$48,259 at six (6) months of service, and Step 1 at one (1) year service. Beginning with two (2) years of service and thereafter, step advancement is in accordance with Note 1.

Note #3: Notwithstanding the provisions of Note #1, any Fire Captain who is appointed as a Drill Master shall be paid Step 3 of the salary range of the Drill Master Classification.

Note #4: All rates set forth in Appendices are fixed as stipulated.

APPENDIX B

SALARY SCHEDULE FROM JULY 1, 2016

Effective July 1, 2016, the salaries at all Classifications and steps on the salary schedule in effect on June 30, 2016 shall be increased by \$275 plus 2.5%

<u>CLASSIFICATION</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>
Firefighter	\$53,335 See Note #2	\$57,027	\$60,916	\$63,301
Fire Equipment Technician	\$65,305	\$68,544		
Fire Lieutenant	\$65,305	\$68,544	\$69,806	
Fire Prevention Inspector	\$65,305	\$68,544	\$69,806	
Fire Captain	\$73,002	\$76,629	\$78,087	
Fire Prevention Officer	\$74,573	\$78,087	\$79,401	
Drill Master	\$74,573	\$78,087	\$79,401	
Deputy Chief	\$81,619	\$85,682	\$87,314	

Note #1: Any employee with less than one (1) year of service in his/her Classification shall be paid Step 1 of the salary range of his/her Classification. Any employee with one (1) but less than two (2) years of service shall be paid at Step 2 of the salary range of his/her classification. Any employee with two (2) or more years of service in his/her Classification shall be paid Step 3 of the salary range of his/her Classification. Where applicable, any employee with three (3) or more years of service in his/her Classification shall be paid Step 4 of the salary range of his/her Classification.

Note #2: Notwithstanding the provisions of Note #1, any firefighter hired prior to successfully completing a recruit firefighter training program as per Article 23:1 shall be paid an annual salary of \$46,335 upon hire, \$49,835 at six (6) months of service, and Step 1 at one (1) year service. Beginning with two (2) years of service and thereafter, step advancement is in accordance with Note 1.

Note #3: Notwithstanding the provisions of Note #1, any Fire Captain who is appointed as a Drill Master shall be paid Step 3 of the salary range of the Drill Master Classification.

Note #4: All rates set forth in Appendices are fixed as stipulated.

APPENDIX C

SUBSTANCE ABUSE POLICY & DRUG/ALCOHOL TESTING PROCESS

Policy

The City has a vital interest in maintaining a safe and healthy working environment in which all employees may perform in a productive manner. The City also has a commitment to its citizens, residents, visitors and the community in which it operates and where our employees and families live. Therefore, it is unlawful to manufacture and dispense controlled substances; and the illegal use, possession, distribution, purchase or sale of controlled substances on City premises or while on City business is prohibited. Violation of this policy will subject employees to severe discipline which may include immediate termination. Unlawful manufacturing and dispensing of controlled substances, illegal possession, distribution, purchase or sale of controlled substances on City premises or while on City business may also be reported to the appropriate law enforcement agencies. Employees will notify management within five (5) days of conviction for a criminal drug law offense occurring in the workplace.

To protect the vast majority of employees who do not misuse controlled substances and to ensure that the City's interests are properly safeguarded, a program, which includes detection, awareness training, communication, and employee assistance, shall be employed. The basis of the program is as follows:

1. No applicant for employment will be placed on the payroll until a pre-employment medical examination is completed and the drug screen results are deemed negative. Employees returning after an extended absence are subject to drug screening before returning to work when there is a prior history of substance abuse or reason to believe that drugs are being used.
2. When there is reason to believe that controlled substances may be affecting an employee's safety, health or productive performance, the City will take action in order to detect or confirm the use or presence of controlled substances. The City will endeavor to recognize the sensitivity of employee privacy and confidentiality. Such action may include surveillance, controlled substance testing, or searches of property under control of the City but used by employees for their personal or other use.
3. The City shall provide awareness training for supervisory and managerial employees in order to effectively implement this policy but the lack of such training of a particular supervisor shall not prevent his/her determination of reasonable suspicion of substance abuse, unless the lack of training is shown to have undermined the reliability of the determination. This training will be updated periodically.
4. When there are reasons to believe that the City's policy on controlled substances has been violated, details concerning such incidents and the individuals involved must be immediately reported to the appropriate manager or department head in the Personnel Department. An exception to this reporting requirement are those incidents involving employees who, on their own volition, seek and accept treatment for a controlled substance problem.
5. All visitors, contractors, subcontractors and their employees are prohibited from the illegal use, possession, distribution, purchase or sale of controlled substances on City

premises or while on business for the City. It is also unlawful to manufacture or dispense controlled substances on City premises or while on business for the City.

6. It is the responsibility of supervisors, managers and department heads to ensure that this policy is communicated and implemented throughout the organization for all employees of the City of Bristol.

Testing Process

Section 1. Basis for Testing.

- a) Testing shall be performed upon reasonable suspicion that an employee is using or is under the influence of illegal drugs or is reporting for duty under the influence of illegal drugs.
- b) All employees shall be subject to random drug and alcohol testing as defined herein.

Section 2. Reasonable Suspicion.

An employee may be required to undergo testing based on “reasonable suspicion” when objective facts and observations are brought to the attention of a superior officer and, based upon the reliability and weight of such information, the superior officer can reasonably infer or suspect that the member is using illegal drugs or is reporting for duty under the influence of illegal drugs. Reasonable suspicion must be supported by specific facts which may include, but are not limited to: reports and observations of the member’s drug related activities; an otherwise unexplained change in the member’s behavior or work performance; an observed impairment of the member’s ability to perform his or her duties. If the employee is ordered to submit to a drug test, the employee shall be given a brief verbal statement of the basis for reasonable suspicion. A written record of the basis for reasonable suspicion testing shall be signed by the supervisor within twenty-four (24) hours and made available to the employee upon his/her request. However, the testing shall not be delayed to await the written record.

A superior officer, when making a determination that he/she has reasonable suspicion that an employee has engaged in substance abuse, shall consult with and receive approval from his/her immediate supervisor prior to ordering the officer to undergo a test. Immediate notification must also be made to the Fire Chief or his/her designee. When an employee is informed of the supervisory determination to undergo a test, such employee shall be entitled to Weingarten rights.

An employee tested under reasonable suspicion shall be placed on paid administrative leave pending the results of such test.

Under this section, the consequences of a positive test for use of an illegal drug shall be discharge.

Section 3. Random Drug and Alcohol Testing.

Random drug and alcohol tests will be unannounced and spread reasonably throughout the year with no more than twenty-five (25) employees tested annually. There will be no pattern to when random drug and alcohol tests will be conducted and all on duty employees have an equal chance of being selected for testing from the random pool each time random tests are

conducted. Employees shall remain in the pool even after being selected and tested. Therefore, an employee may be selected for a random test more than once during a year. Medworks will be responsible for random selection for testing and will use a scientifically valid method such as a random number table matched to the employee’s name when determining which employees will be randomly tested. The random selection of an employee will not result in that employee’s name being removed from any future selection process. Any employee randomly selected for a drug and alcohol test will be ordered to report as soon as available during their current shift.

Under this section, the consequence of a positive drug or alcohol test shall be discharge.

Section 4. Testing Procedures.

All testing shall be administered during an employee’s regular work hours.

Urine testing will be the method for drug testing. All aspects of urine analysis, drug testing, collection and chain of custody procedures shall be conducted in strict accordance with D.H.H.S. standards as outlined in 49 CFR Part 40. The designated laboratory must be certified by HHS under the National Laboratory Certification Program (NLCP).

For urine testing, the sample will be split into two parts. An employee whose drug test results in a positive report may, within seventy-two (72) hours of receiving notification of such result, request in writing to Medworks that the second part of the sample be made available for re-testing at a licensed or certified laboratory of the employee’s choosing. The second part of the sample shall be transferred to that laboratory in such manner as to ensure proper chain of custody. The second test performed at the employee’s request shall be at the expense of the employee. If the second test is negative, the positive test shall be null and void and the City shall reimburse the employee for the cost of the second test.

The following cutoff levels shall be used in determining whether specimens are positive or negative in a random test:

Drugs	Initial Test Levels (ng/ml)*	Confirmation Test Levels (ng/ml)*
Marijuana	50	15
Cocaine Metabolite	150	100
Opiates	2000	2000
Phencyclidine (PCP)	25	25
Amphetamines	500	250

*Nanograms per milliliter. A nanogram is one billionth of a gram. A milliliter is one thousandth of a liter.

The following cutoff levels shall be used in determining whether specimens are positive or negative in a reasonable suspicion test:

Drugs	Initial Test Levels (ng/ml)*	Confirmation Test Levels (ng/ml)*
Marijuana	50	15
Cocaine Metabolite	150	100
Opiates	2000	2000
Phencyclidine (PCP)	25	25
Amphetamines	500	250
Barbiturates	300	300
Benzodiazepines	300	300
Methadone	300	300
Methaqualone	300	300
Propoxyphene	300	300
Anabolic Steroids	10	10

*Nanograms per milliliter. A nanogram is one billionth of a gram. A milliliter is one thousandth of a liter.

All of the above cutoff levels are subject to change according to amendments to 49 CFR Part 40.

A BAC level of .04 or above shall be used in determining a positive or negative test for alcohol. Should a positive alcohol test be obtained, a confirmation test will be conducted after a fifteen (15) minute interval has passed to ensure that the sample was not tainted by recent use of food, tobacco, or other products. The confirmation test is done on the same EBT as the first test. If the two results are different, the confirmation test results are controlling.

Section 5. Interference With or Refusal to Submit to Testing.

Any alteration, switching, substituting or tampering with a sample or test, refusal by an employee to submit to a drug screening test pursuant to the provisions of this Appendix or refusal to submit to a search of City property which may be used by employees for their personal or other use shall be grounds for dismissal.

Section 6. Voluntary Admission.

The opportunity for rehabilitation may be granted once for any employee who is not involved in any drug related misconduct who voluntarily admits to drug abuse prior to being selected for either random or reasonable suspicion testing. An employee referred to the program under this section shall not be disciplined for the substance abuse disclosed. However, failure to comply with the terms of the program, or refusal of an opportunity for rehabilitation, shall subject the employee to discipline.

Section 7. Rehabilitation.

Rehabilitation shall be offered through the City's Employee Assistance Program upon voluntary admission as described in Section 6. The employee shall use accumulated sick or vacation leave for the period of any absence for the purpose of rehabilitation. All treatment will be at the sole expense of the employee, to the extent not covered by the employee's health benefits plan.

As part of any rehabilitation program, the employee may be required to undergo periodic screening for drugs as recommended by the program. The employee shall be responsible to pay for such screenings. However, the City will reimburse the employee for up to three screenings once all requirements of the rehabilitation program have been successfully completed. Failure to comply with the terms of the program shall subject the employee to discipline. If, after screening, the employee has tested positive, he will be immediately suspended and will be subject to discharge. An employee who participates in the EAP under this section shall be required to authorize release of information relating to participation, progress and completion of the program from the EAP to the Personnel Director.

APPENDIX D
Effective 07-01-15 through 04-30-16

City of Bristol
Benefits at a Glance

	In Network You Pay:	Out-of-Network You pay:
Office Visit Copayment	\$25	You pay 20% Plan pays 80% After the deductible is met
Hospital Copayment	\$100	You pay 20% Plan pays 80% After the deductible is met
Outpatient Surgery Copayment	\$75	You pay 20% Plan pays 80% After the deductible is met
Coinsurance	\$0	You pay 20% Plan pays 80% After the deductible is met
Calendar year deductible (<i>individual/2-member family/3+member family</i>)	\$250/\$500/\$750* *In-network calendar year deductible only applies to Short Term Rehabilitation in excess of 50 days and Pharmacy in excess of pharmacy plan annual maximum	\$250/\$500/\$750
Calendar year out-of-pocket maximum (<i>individual/2-member family/3+member family</i>)	\$750/\$1,500/\$2,250* *In-network calendar year out of pocket only applies to Short Term Rehabilitation in excess of 50 days and Pharmacy in excess of separate pharmacy plan annual maximum.	\$750/\$1,500/\$2,250
Lifetime Maximum	Unlimited	

PREVENTIVE CARE

Routine Preventive Care – (Routine well child care, routine OB/GYN care, routine health examinations) - <i>unlimited</i>	No charge	You pay 20% Plan pays 80% After the deductible is met
Mammograms	No charge	
Hearing screenings	No charge	

MEDICAL CARE

Office visits	\$25 Copay	You pay 20% Plan pays 80% After the deductible is met
Specialist consultations	\$25 Copay	
OB/GYN care	\$25 Copay	
Maternity care – <i>initial visit subject to copayment, no charge thereafter</i>	\$25 Copay	
Lab and X-ray	No charge	
Allergy Services Office visits/testing Injections	\$25 Copay No charge	

HOSPITAL CARE – Prior authorization required.

Semi-private room	\$100	You pay 20% Plan pays 80% After the deductible is met
Maternity and newborn care	\$100	
Skilled nursing facility, Rehabilitation Hospital, Sub-Acute Facilities – <i>up to 180 days per calendar year</i>	\$100	
Outpatient surgery – <i>in a hospital or surgi-center</i>	\$75	

EMERGENCY CARE

Walk-in centers	No charge	No charge
Urgent care	\$50 Copay	\$50 Copay
Hospital emergency room – <i>copayment waived if admitted</i>	\$100 Copay	\$100 Copay
Ambulance	No charge	No charge

OTHER HEALTH CARE

Outpatient rehabilitative services: 50 days maximum for PT, OT, ST and Chiro. per year, excess covered as out of network	No charge after \$25 per office visit Copay for 1 st 50 days After 50 days, You pay 20% Plan pays 80% After the deductible is met	You pay 20% Plan pays 80% After the deductible is met
Cardiac Rehab – unlimited days per calendar year	No charge	
Pulmonary rehab – unlimited days per calendar year	No charge after \$25 per office visit Copay	
Cognitive therapy – unlimited days per calendar year		
Prosthetic devices	No charge	You pay 20% Plan pays 80% After the deductible is met
Durable medical equipment	No charge	You pay 20% Plan pays 80% After the deductible is met
Hospice Care	No charge	You pay 20% Plan pays 80% After the deductible is met
Home Health Care <i>unlimited days per cal year</i>	No charge	You pay 20% Plan pays 80% After the \$50 deductible is met
Routine eye exams – Coverage under <i>CIGNA Vision Care Network – 1 exam annually</i>	No charge	Coinsurance Plan reimburses 80% to maximum of \$170

MENTAL HEALTH/SUBSTANCE ABUSE CARE

Inpatient	No charge	You pay 20% Plan pays 80% After the deductible is met
Outpatient physician office visits	\$25 Copay	
Outpatient facility visits	No charge	

Prescription drugs covered subject to deductible and coinsurance once annual maximum under pharmacy plan is met.

Note: In situations where the member is responsible for obtaining the necessary pre-certification or prior authorization and fails to do so, benefits may be reduced or denied. This summary outlines some highlights of your plan. For a complete list of both covered and not covered services, see your employer’s summary plan description –the official plan document. If there are any differences between this summary and the plan document, the information in the plan document takes precedence.

APPENDIX E
Effective 05-01-16

City of Bristol
Benefits at a Glance

	In Network You Pay:	Out-of-Network You pay:
Office Visit Copayment	\$30	You pay 20% Plan pays 80% After the deductible is met
Hospital Copayment	\$250	You pay 20% Plan pays 80% After the deductible is met
Outpatient Surgery Copayment	\$100	You pay 20% Plan pays 80% After the deductible is met
Coinsurance	\$0	You pay 20% Plan pays 80% After the deductible is met
Calendar year deductible (<i>individual/2-member family/3+member family</i>)	\$250/\$500/\$750* *In network calendar year deductible only applies to Short Term Rehabilitation in excess of 50 days	\$1000/\$2000/\$3000
Calendar year out-of-pocket maximum (<i>individual/2-member family/3+member family</i>)	\$750/\$1,500/\$2,250* * Only applies to Short Term Rehabilitation in excess of 50 days. \$3000/\$6000/\$9000	\$3000/\$6000/\$9000
Lifetime Maximum	Unlimited	

PREVENTIVE CARE

Routine Preventive Care – (Routine well child care, routine OB/GYN care, routine health examinations) - <i>unlimited</i>	No charge	You pay 20% Plan pays 80% After the deductible is met
Mammograms	No charge	
Hearing screenings	No charge	

MEDICAL CARE

Office visits	\$30 Copay	You pay 20% Plan pays 80% After the deductible is met
Specialist consultations	\$30 Copay	
OB/GYN care	\$30 Copay	
Maternity care – <i>initial visit subject to copayment, no charge thereafter</i>	\$30 Copay	
Lab and X-ray	\$15 Copay	
High cost diagnostics (includes CAT CTA, PET, SPECT, MRA, MRI)	\$100 Copay	
Allergy Services <i>Office visits/testing Injections</i>	\$30 Copay No charge	

HOSPITAL CARE – Prior authorization required.

Semi-private room	\$250	You pay 20% Plan pays 80% After the deductible is met
Maternity and newborn care	\$250	
Skilled nursing facility, Rehabilitation Hospital, Sub-Acute Facilities – <i>up to 180 days per calendar year</i>	\$250	
Outpatient surgery – <i>in a hospital or surgi-center</i>	\$100	

EMERGENCY CARE

Walk-in centers/Urgent Care	\$50/\$50 Copay	\$50/\$50 Copay
Hospital emergency room – <i>copayment waived if admitted</i>	\$150 Copay	\$150 Copay
Ambulance	\$50	\$50

OTHER HEALTH CARE

Outpatient rehabilitative services: 50 days maximum for PT, OT, ST and Chiro. per year, excess covered as out of network Cardiac Rehab – unlimited days per calendar year Pulmonary rehab – unlimited days per calendar year Cognitive therapy – unlimited days per calendar year	No charge after \$30 per office visit Copay for 1 st 50 days After 50 days, You pay 20% Plan pays 80% After the deductible is met No charge No charge after \$30 per office visit Copay	You pay 20% Plan pays 80% After the deductible is met
Prosthetic devices	No charge	You pay 20% Plan pays 80% After the deductible is met
Durable medical equipment	No charge	You pay 20% Plan pays 80% After the deductible is met
Hospice Care	No charge	You pay 20% Plan pays 80% After the deductible is met
Home Health Care <i>unlimited days per cal year</i>	No charge	You pay 20% Plan pays 80% After the \$50 deductible is met
Routine eye exams – Coverage under <i>CIGNA Vision Care Network – 1 exam annually</i>	No charge	Coinurance Plan reimburses 80% to maximum of \$170

MENTAL HEALTH/SUBSTANCE ABUSE CARE

Inpatient	\$250	You pay 20% Plan pays 80% After the deductible is met
Outpatient physician office visits	\$30 Copay	
Outpatient facility visits	No charge	

PRESCRIPTION BENEFITS*

Retail Generic	\$10	20% after deductible
Retail Brand Formulary	\$25	
Retail Brand Non-Formulary	\$40	
Mail Order Generic	\$20	
Mail Order Brand Formulary	\$50	
Mail Order Brand Non-Formulary	\$80	
Pharmacy Out of Pocket maximum	\$2000	
Prescription Annual maximum	Unlimited	

*Assumes mandatory generic substitution

Note: In situations where the member is responsible for obtaining the necessary pre-certification or prior authorization and fails to do so, benefits may be reduced or denied.

This summary outlines some highlights of your plan. For a complete list of both covered and not covered services, see your employer's summary plan description –the official plan document. If there are any differences between this summary and the plan document, the information in the plan document takes precedence.

MEMORANDUM OF AGREEMENT
BETWEEN THE CITY OF BRISTOL
AND LOCAL #773
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

The City of Bristol, hereinafter referred to as the “City,” and IAFF Local # 773, hereinafter referred to as the “Union,” do hereby agree to the following:

1. With the exception of Section 11:1 and the 1st sentence of Section 11:2.7, contract language contained in Article XI shall not apply to any emergency manpower call-backs.
2. Whenever an emergency manpower call-back shall be implemented (examples include second alarm, brush fire, need for an additional engine company), in lieu of any existing overtime list, Dispatch shall electronically initiate a call to all qualified personnel. Should manual call-backs be initiated in lieu of the electronic process, the most recently updated overtime 2nd alarm list maintained by the Fire Department shall be used.
3. Staffing of fire personnel shall then occur on a first response basis until manpower levels are met or it is determined that the manpower is not needed.
4. Fire personnel contacting dispatch shall state their name, rank and the assignments they are qualified to work.
5. Any employee who is absent on sick leave or workers compensation*, or who is unable to respond within the timeframe allowable by the 2nd alarm Standard Operating Procedure, is not eligible to work and must decline the overtime assignment.
*(Per 08-28-14 Grievance Settlement)
6. There shall be no compensation paid to fire personnel for their telephonic response to Dispatch.
7. It is understood that the safety officer can be filled by the following ranks: Senior Captain-Drill Master, Captain, Deputy Chief.
8. It is understood that officers can be filled by Captains, Lieutenants and Senior Captain - Drill Master.
9. It is understood that fire investigators, when filled at the discretion of the Deputy Chief/Incident Commander, can be filled by Fire Prevention Inspector and Fire Prevention Officer. Should no fire department staff respond and other resources of the City are unavailable, the Deputy Chief/Incident Commander shall direct Central Dispatch to contact the State Fire Marshall’s office for assistance.
10. Except for the amendments made herein, this agreement shall not be considered a waiver of the parties’ rights under Article XI as they were intended.
11. The conditions of this Agreement shall be effective January 1, 2012.
12. The parties agree to meet to review the process and consider any adjustments upon the request of either party.

As executed on December 8, 2011.

MEMORANDUM OF AGREEMENT
BETWEEN THE CITY OF BRISTOL
AND LOCAL #773
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

The City of Bristol, hereinafter referred to as the "City," and IAFF Local # 773, hereinafter referred to as the "Union," do hereby agree to the following:

1. When an employee earns vacation time while assigned to a "staff" position, he/she earns the time based on a 5 day work week (37.5 hours). When that employee is transferred "on-line" where a vacation week is equal to 4 days @ 12 hours/day or 48 hours, the City and the Union agree that the employee's time will be transferred "week for week". In other words, if the employee has a week's vacation as "staff" which is 5 days @ 7.5 hours/day or 37.5 hours, he /she will be credited with 10.5 hours of time, so that it equals a week's vacation "on-line" (48 hours).
2. Similarly, if an employee transfers from "on-line" to a 37.5 hour / week position, the vacation time will be transferred "week for week". In other words, if an "on-line" employee has a week's vacation of 4 days @ 12 hours/day (48 hours) and transfers to a 37.5 hour/week position, he/she will still have a week of vacation; however, it would be reduced by 10.5 hours so that it equals a week's vacation on "staff" which is 5 days @ 7.5 hours/day (37.5 hours).
3. When an employee earns sick or perfect attendance time while assigned to a "staff" position, he/she earns the time in days (7.5 hours). When that employee is transferred "on-line", the City and the Union agree that the employee's time will be transferred "day for day". In other words, if the employee has 1 sick or Pad day as "staff" (7.5 hours), he /she will be credited with 4.5 hours of time, so that it equals 1 sick or Pad day "on-line" (or 12 hours).
4. Similarly, if an employee transfers from "on-line" to a 37.5 hour / week position, the sick or PAD time will be transferred "day for day". In other words, if an "on-line" employee has 1 sick or PAD day (12 hours), and transfers to a 37.5 hour/week position, he/she will still have 1 sick or Pad day; however, in hours that reduces to 7.5 hours.
5. Conversion of partial sick leave days will be pro-rated on a percentage basis. In other words, if an "on-line" employee with a partial sick day of 6 hours (50% of a 12 hour day) transfers to a 7.5 hour/day position, he/she will be credited with 3.75 hours (50% of a 7.5 hour day) of sick time and conversely if going from a "staff" to "on-line" position.
6. Conversion of partial vacation weeks shall be pro-rated on a percentage basis. In other words, if an "on-line" employee with a partial vacation week of 3 days (75% of a 4 day vacation week) transfers to a "staff" position, he/she will be credited with 3.75 days (75% of a 5 day vacation week) and conversely if going from a "staff" to "on-line" position.

As executed on January 18, 2011.

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF BRISTOL
AND LOCAL #773
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

The City of Bristol (hereinafter referred to as the “City”), Local #773, International Association of Firefighters (hereinafter referred to as the “Union”) hereby agree as follows:

All personnel shall be neat in appearance and well groomed while on duty.

Hair must be clean, neatly trimmed, conservatively styled and colored in a natural shade. Men’s hairstyles must be trimmed above the collar. Hair must be kept sufficiently away from the face so as not to obscure vision and so as to comply with all applicable safety requirements.

Men should be clean shaven. Exceptions will be made for cultural, medical or religious necessity that is confirmed by documentation or other applicable means. Neatly trimmed mustaches will be permitted and must comply with all applicable safety requirements. Sideburns must not extend beyond the bottom of the ear lobe.

As executed on December 4, 2012.

