

JUL - 1 2016

**COLLECTIVE BARGAINING AGREEMENT**

**between**

**TOWN OF EAST HADDAM**

**and**

**EAST HADDAM FIREFIGHTERS UNION  
UPPFA, IAFF, LOCAL # 3831**

**JULY 1, 2016- JUNE 30, 2019**

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## **PREAMBLE**

This Agreement entered into by and between the Town of East Haddam, hereinafter referred to as the "Town" or the "Employer", and Local 3831, hereinafter referred to as the "Union" and has as its purpose the promotion of harmonious relations between the Town and the Union.

## **ARTICLE I RECOGNITION**

Pursuant to State Labor Relations Certification in Case Number ME-26,472, the Town recognizes the Union as the sole and exclusive bargaining agent in matters regarding wages, hours and other working conditions for all regular full-time paid firefighters of the Town of East Haddam Volunteer Fire Department, excluding the Fire Chief, Assistant/Deputy Chief, Fire Marshall, Administrative Assistant, Part-Time Employees and all volunteer firefighters.

## **ARTICLE II UNION SECURITY**

**Section 1.** During the term of this contract or extension thereof, all employees in the collective bargaining unit shall, from the effective date of this contract or within thirty (30) days from the date of their employment by the Town as a condition of employment, either become or remain members of the Union in good standing or, in lieu of Union membership, pay to the Union a service fee. The amount of service fees shall not exceed the minimum applicable dues paid to the Union.

**Section 2.** The Town agrees to deduct from the pay of bargaining unit members such membership dues, initiation fees, service fees, or reinstatement of service fees as may be fixed by the Union and allowed by law. Such deductions shall continue for the duration of the Agreement or any extension thereof.

**Section 3.** New employees shall sign a payroll deduction card at the time of hire, effective the first payroll following the completion of thirty (30) days of employment. It is the responsibility of the Union President to have the card completed and transmit same to the Finance Department. The Financial Officer of the Union shall notify the Town in writing of the amount of uniform dues or service fees to be deducted.

**Section 4.** Such payroll deductions, as provided herein, shall be remitted to the Union by the fifteenth (15<sup>th</sup>) day of the next month following the month in which such dues and/or services fees were deducted along with a list of names of the employees from whom the deductions were made.

**Section 5.** The Union shall supply to the Town written notice at least thirty (30) days prior to the effective date of any changes in the rates of fees or dues. In addition, the Union shall furnish the Town with a statement signed by the employee authorizing the Town to make dues deduction(s). Service fees shall be deducted automatically by the Town.

**Section 6.** No dues or fees will be deducted from an employee who has exhausted accumulated sick leave or while collecting Workers' Compensation.

**Section 7.** Each employee will be offered an opportunity to join the Union or pay the agency/service fee. Upon receipt of a signed authorization form from the employee involved, the Town shall deduct from the employee's pay, on a bi-weekly basis, in equal installments, Union dues or service fees as the Union shall determine.

**Section 8.** The Union shall indemnify the Town and any Department or agent or employee of the Town and hold them harmless against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of, any action taken by the Town or any Department or employee of the Town for the purpose of complying with the provisions of this Article. The Union will refund to the Town any amount paid to the Union in error on account of the dues deduction provision.

**Section 9.** No employee covered by this Agreement will engage in, induce or encourage a strike, work stoppage, slowdown, sick-out, unlawful picketing, sympathy strike, or other withholding of services from the Employer - including so-called work to rule - or refuse to perform in whole or in part duties of employment including overtime services.

**Section 10.** The Union agrees that neither the Union nor any of its officers, agents or members, nor any officer covered by this Agreement, will call, institute, authorize, participate in or sanction any strike, work stoppage, slowdown, sick out, unlawful picketing, sympathy strike or other withholding of services, including so called work-to-rule, refusal to perform in whole or in part duties of employment, however established, and withholding of overtime services.

**Section 11.** The Union agrees further that should any employee or group of employees covered by this Agreement engage in any such job action, the Union will forthwith disavow such activity, refuse to recognize any unlawful picket line established in connection therewith, and take all reasonable means to induce such employee or group of employees to terminate such job action.

**Section 12.** The Town may file an action in the court of appropriate jurisdiction to enforce this Article.

**Section 13.** The Town shall provide each present employee with a copy of the final contract. New employees shall receive a copy of the final contract upon hire. In addition, to ensure that the immediate supervisors are aware of the provisions of this Agreement, the Town shall also provide them with a copy of this Agreement.

### **ARTICLE III MANAGEMENT RIGHTS**

**Section 1.** Unless expressly limited by a specific section of this agreement, the rights, powers and authority held by the Town including but not limited to, full control over the policies, practices, procedures, and regulations with respect to employees of the Town covered by this Agreement shall remain vested solely and exclusively in the Town.

**Section 2.** Subject to the terms and conditions of this Agreement, the Union recognizes the retention by the Town of the usual management rights, including, but not limited to:

The management of the work and the direction of the work force:

The right to employ, transfer, promote, demote, layoff, terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons:

The right to hire, suspend or discharge for cause:

The right to determine and from time to time re-determine the number of employees to be employed:

The right to establish work shifts and determine shift hours:

The right to use new equipment and technology which the Town feels may improve the efficiency or effectiveness of the fire service;

The right to determine the care, maintenance and operation of Town equipment and property;

The right to establish or continue policies, practices and procedures for the conduct of Town business and, from time to time, to change or abolish such policies, practices or procedures;

The right to establish, revise and enforce reasonable work rules, provided such rules are made known in a reasonable manner to the employees affected by them;

The right to take any action necessary in emergency situations regardless of prior commitments in order to carry out the responsibility of the Town;

The right to determine, create and revise job descriptions and job classifications as management deems necessary. No job description shall be changed for the sole purpose of discharging an employee;

The right to establish standards of productivity and performance of its employees;

The right to contract out or discontinue services, positions or programs in whole or in part.

#### **ARTICLE IV SENIORITY**

**Section 1.** The seniority rights of all bargaining unit employees of the Department shall be based on length of continuous service in the Department, and shall be determined by the first day of paid employment.

**Section 2.** Except as provided in Article IV, Section 3, seniority shall not be broken by vacation, sick leave, job related injuries, authorized leaves of absence of a non-personal nature, suspension, or any military service as provided by State and Federal law, up to any limits provided for in this Agreement.

**Section 3.** Employees who resign voluntarily, who are on layoff for twelve (12) months, who are out of work for twelve (12) consecutive months or are discharged for just cause shall lose all seniority.

**Section 4.** In the event of a reduction in the work force, layoff shall be by job classification (Firefighter I/EMT and Firefighter I), as determined by management. Layoff by classification shall be in the inverse order of hiring and any recall to work shall be by seniority provided that the recalled employee is qualified to perform the required work and that the employee has maintained required certifications held at the time of layoff.

**Section 5.** No newly appointed employee shall attain seniority under this Agreement until he/she has been continuously employed by the Town in the East Haddam Fire Department for a period of twelve (12) months. A probationary employee may be terminated by the First Selectman or his/her designee and said employee shall not have recourse to the grievance and arbitration provisions of this Agreement regarding that termination. Upon successful completion of the twelve (12) month probationary period the employee's seniority shall date back to the first day of employment. This date shall be for all other dates listed in this agreement, the employee's anniversary date.

**Section 6.** During the first ninety (90) days of an employee's probation, the employee will accrue but not use vacation, sick leave, and personal leave. The employee will be eligible to use such leave after the ninety (90) day waiting period. Medical, dental and life insurance coverage will commence upon completion of the first ninety (90) days.

**Section 7.** When more than one (1) employee is appointed on the same day, seniority shall be determined by date and time of receipt of application, with the earliest received being ranked highest on the seniority list.

## **ARTICLE V GRIEVANCE PROCEDURE**

**Section 1.** The purpose of the grievance procedure shall be to settle employee grievances on as low an administrative level as possible, so as to ensure efficiency and employee morale.

**Section 2.** A basis of a grievance may result from a complaint concerning:

- a) Discharge, suspension, or other disciplinary action without just cause; or
- b) The application or interpretation of a specific provision of this agreement.

**Section 3.** A grievance shall be processed in the following three (3) steps:

### **Step 1:**

The Union shall present the grievance, in writing and with discussion, to the Lieutenant within twenty (20) calendar days of the incident giving rise to the grievance or should have reasonably come to the attention of the aggrieved employee. The written grievance shall specify:

- a) A statement of the grievance and the facts involved;
- b) the date of the alleged violation;
- c) the specific section or sections of the Agreement alleged violated;
- d) the remedy or relief sought.

The Lieutenant shall render his/her decision within ten (10) calendar days of the date the grievance was submitted.

### **Step 2:**

If the Union is not satisfied with the decision of the Lieutenant, the grievance may be presented, in writing, to the Board of Fire Commissioners within ten (10) calendar days of the Lieutenant decision in Step 1.

The Board of Fire Commissioners shall render its' decision, in writing, to the aggrieved employee and his/her representative within twenty (20) calendar days of receipt of the grievance.

### **Step 3:**

If the Union is not satisfied with the decision of the Board of Fire Commissioners, the grievance may be presented, in writing, to the First Selectman of the Town of

East Haddam within ten (10) calendar days of the Board of Fire Commissioners decision in Step 2.

The First Selectman shall render his/her decision, in writing, to the aggrieved employee and his/her representative within fifteen (15) calendar days of receipt of the grievance.

**Step 4:**

If such grievance is not resolved to the satisfaction of the Union by the First Selectman, the Union may, no later than ten (10) days following the receipt of the decision at Step 3, submit such dispute to arbitration with the American Arbitration Association. Only the Union may submit a grievance to arbitration and it may do so by giving written notice to the Town of its intent to arbitrate the dispute.

**Section 4.** The arbitrator(s) shall hear the grievance under the applicable rules and regulations governing arbitrations by such forum and the decision shall be final and binding upon both parties. The arbitrator(s) shall have no authority to add to, subtract from, alter or modify this Agreement in any way and must comply with the terms of this Agreement in every respect.

**Section 5.** The parties agree that the decision rendered by the arbitrator(s) shall be final and binding, provided it is not contrary to law. The arbitrator(s) shall be bound by, and must comply with all of the terms of this Agreement, and shall not have the power or authority to add to, subtract from, or, in any way, modify the provisions of this Agreement.

**Section 6. Additional Provisions.**

- a) If the grievance is not resolved, prior to arbitration the parties may mutually agree to submit the matter to a mediator appointed by the State Board of Mediation and Arbitration for the purpose of helping to resolve the grievance.
- b) For the purpose of time limits, day shall mean calendar days. Any time limit specified in this Article may be extended by mutual agreement of both parties in writing.
- c) If the employer fails to answer a grievance within the time specified, the grievance shall proceed to the next step. If the Union does not submit a grievance to the next higher step in the above procedure and within the time periods, it shall be deemed withdrawn.



## **ARTICLE VI DISCIPLINARY PROCEDURE**

**Section 1.** The Town shall not discharge or suspend any employee in the bargaining unit without just cause. Where any disciplinary action is taken, the employee(s) involved shall have the right to appeal through the grievance procedure.

## **ARTICLE VII HOURS OF WORK & WORK SCHEDULE**

**Section 1.** Bargaining unit employees' work a forty-two and one-half (42.5) hour work week, Monday-Friday. The schedule is as follows:

Firefighter 1/EMT – 7:00 a.m. – 3:30 p.m.

Firefighter 1/EMT – 8:00 a.m. – 4:30 p.m.

In the event that the Town requires a change in the hours of a Firefighter 1/EMT on a temporary or permanent basis, such affected employee(s) and the Union shall be provided with two weeks notice of the change.

**Section 2.** It is understood by the parties that the needs of the Town's residence are of paramount importance and therefore in the event of a fire, fire alarm, emergency or need for the EMT, the affected employee(s) shall forego his/her lunch break or the remainder of his/her lunch break to attend to his work duties and responsibilities.

**Section 3.** Commencing with the first full payroll period after July 1, 2016, premium time will be paid at time and one-half (1½) for all hours worked in excess of forty-two and one-half (42.5) hours in a workweek.

Employees who work on a holiday set forth in Article XVII, Section 1 shall be paid at double time the straight time rate. Employees who are prescheduled to work on a Sunday shall be paid at time-and-one-half the straight time rate. Employees who are called into to work on a Sunday in response to emergency work shall be paid at double time the straight time rate.

**Section 4.** Probationary employee's scheduling shall be at the discretion of the First Selectman or his/her designee.

### **Section 5. Shift Adjustments Requested by Employee.**

In the event that a bargaining unit member requires a different start time and/or must leave early, the employee must submit a request to the Lieutenant (with a copy to the Fire Chief) one (1) week in advance of the date requested.

The Lieutenant shall advise the employee prior to the date requested if the request has been approved.

## **ARTICLE VIII RATES OF PAY**

### **Section 1. Wage Rates.**

Effective with the first full payroll period after July 1, 2016, the full-time bargaining unit wage rate shall be \$21.32.

Effective with the first full payroll period after July 1, 2017, the full-time bargaining unit wage rate will be \$21.85 (a 2.50% increase over the July 1, 2016 through June 30, 2017 wage rate).

Effective with the first full payroll period after July 1, 2018, the full-time bargaining unit wage rate will be \$22.34 (a 2.25% increase over the July 1, 2017 through June 30, 2018 wage rate).

New employees shall start at an entry level rate which shall be defined as 80% of the rate for the job classification. Upon the employee's first anniversary date, the employee's rate will be 90% of the rate for the job classification. Upon the employee's second anniversary date, the employee will be placed at the regular rate set forth above.

All new employees will start at the lower rate; however, the Town may hire a new employee at a starting rate of up to one hundred percent (100%) of the then current rate for the position based on prior years of experience.

### **Section 2.**

One (1) firefighter selected by the Town shall participate in OSHA compliance and grant writing duties. Such duties shall be assigned by the Lieutenant.

The stipend shall be an annual stipend of two thousand dollars (\$2,000.00).

The stipend shall be paid in equal installments during the course of the work year and shall not be included for purposes of overtime, vacation, sick leave, personal leave, funeral leave or holiday pay.

In the event that the firefighter leaves the employment of the Town, the firefighter shall not be entitled to any remaining portion of the stipend for such contract year.

## **ARTICLE IX INJURY LEAVE**

**Section 1.** An employee who is on authorized leave of absence due to injuries or other disabilities sustained in the performance of his/her work who is eligible for weekly Workers' compensation payments, shall have the option of using accrued sick leave and earned vacation to fund the difference between the employee's base weekly pay and weekly Workers' Compensation benefits. Such differential will be paid to the nearest whole hour increment. Differential pay shall end upon exhaustion of all the employee's accrued sick leave and earned vacation.

**Section 2.** Employees on Workers' Compensation, Heart and Hypertension, or long term disability, proven to have conducted themselves contrary to their physician's diagnosis and treatment shall be discharged.

## **ARTICLE X INSURANCE**

**Section 1.** The Town shall provide employees with the employee's choice of either Option A or Option B for health insurance coverage with the applicable premium shares set forth below. In addition to the plans offered to employees, the Town reserves the right to offer alternative health plan(s) that employees, on a voluntary basis, may elect, with the applicable premium shares set forth below.

**Section 2.** The Town shall have the right to change carriers or self-insure for all of or for some of the aforementioned insurance covering its employees, provided that such modification(s) substitute benefits are substantially equivalent to than the benefits set forth herein on an overall plan benefit basis and the Town shall notify the Union sixty (60) days prior to any changes being made.

### **Section 3.**

The Town shall provide eligible employees with the employee's choice of either Option A or Option B for health insurance coverage with the applicable premium shares set forth below.

#### **Option A:**

Effective January 1, 2017 a High Deductible Health Plan (HDHP) with \$2,000/\$4,000 deductible. Excess of deductible 100% in network, 80% out of network, \$4,000/\$8,000 cost share maximum.

Once the deductible is met there shall be no coinsurance in network for covered services, except for prescriptions. Upon satisfaction of the HDHP deductible, prescriptions subject to a managed three tier drug rider with co-pays of \$0.00 Generic/ \$15 Brand Name/ \$30 Non Formulary Brand Name co-pay (unlimited maximum) (2x retail co-payment for 90-day supply).

Except as set forth under Article X, Section 4 below:

- Effective January 1, 2017 the Town will fund forty-nine percent (49%) of the deductible on an annual basis (deposited biannually).
- Effective January 1, 2018 the Town will fund forty-five percent (45%) of the deductible on an annual basis (deposited biannually).

- Effective January 1, 2019 the Town will fund forty-five percent (45%) of the deductible on an annual basis (deposited biannually).

The parties acknowledge that the Town contribution toward funding the deductible is not an element of the underlying plan, but rather relates to the manner in which the deductible shall be funded for active employees. The Town shall have no obligation to fund any portion of the plan for retirees or other individuals upon their separation from employment.

The employee will be responsible for opening a Health Savings Account (HSA) and for any bank fees associated with maintaining the HSA. The Town will make provisions for a before tax direct deposit payroll deduction for employees who elect the HDHP.

The HDHP described in Option A, shall be the core insurance plan.

For any eligible employee wishing to remain in the PPO plan, the Town will contribute toward the cost of that plan, an amount equal to the following: the dollar amount contributed by the Town toward the premium of the HDHP premium.

Any eligible employee remaining enrolled in the PPO plan shall pay the full difference between the dollar amount contributed by the Town toward the HDHP and the full cost of the PPO plan.

#### **Option B:**

##### **Unlimited in-network home and office maximum.**

In-network co-payments of: \$25.00 for office services, \$100 for emergency room services, \$100 for urgent care, \$200 for outpatient surgery, \$500 for in-patient hospital co-pay per admission.

Services provided outside the network are subject to payment by the employee of a deductible of \$200 for an individual, \$400 for a 2-person family and \$500 for a family of 3 or more, and 20%/80% coinsurance for the first \$1,000 for an individual, \$2,000 for a 2-person family, and \$2,500 for a family of 3 or more, after which covered services are reimbursed at 100% to the plan maximum of \$1,000,000.00. Benefits under the plan are described in the Master Group Policy on file with the Town.

**Prescription Coverage** - The Town will also provide a municipal three tier managed prescription drug rider to the health plan with an unlimited maximum and an employee co-payment of \$10.00 for generic, \$25.00 for listed brand name drugs and \$40.00 for non-listed brand name drugs (2x mail order, no infertility drugs). The plan requires the use of generic drugs unless the physician specifically prescribes otherwise.

#### **Section 4.**

In the event that an insurance plan is available through the UPPFA Sponsored Trust, effective on or before January 1<sup>st</sup> of each calendar year (2017, 2018 and 2019), full-time bargaining unit employees may elect such plan in lieu of the Town offered plan.

Except as set forth below, under such circumstances, the deductible contributions set forth under Article X, Section 3 and the premium share contributions set forth under Article X, Section 5 shall remain the same for the applicable calendar year.

Additionally, full-time bargaining unit employees who elect such plan in lieu of the Town plan shall receive the waiver set forth under Article X, Section 6.

If the UPPFA Sponsored Trust requires a fifty percent (50%) contribution toward the deductible in any calendar year covered by this Agreement that an eligible full-time bargaining unit member is enrolled in the UPPFA Sponsored Trust, the Town will fund fifty percent (50%) of the deductible (deposited biannually), provided, if the UPPFA Sponsored Trust does not require a fifty percent (50%) contribution in subsequent calendar years that the eligible employee is enrolled, the deductible amounts set forth above under Article X, Section 3 for the applicable contract year will apply.

#### **Dental:**

Dental Insurance, with a carrier selected by the Town, with employee to pay applicable premium share for individual coverage, as set forth herein. Family and/or dependent coverage additional premium to be paid by the employee.

If the UPPFA Sponsored Trust offers dental coverage, an eligible full-time employee may elect such coverage in lieu of the Town provided coverage. Under such circumstances, the cost to the Town shall be no greater than the cost that the Town would have paid toward the premium for the Town provided plan (single coverage only; the cost for family and/or dependent coverage shall remain at the employee's cost).

**Section 5.** Employee annual premium share contributions for medical (including vision and pharmaceutical) by payroll deduction shall be:

Employee annual premium share contributions for medical (including vision and pharmaceutical) by payroll deduction shall be:

A buy-up to Option B shall be required.

	<b><u>January 1, 2017</u></b>	<b><u>January 1, 2018</u></b>	<b><u>January 1, 2019</u></b>
<b>Option A</b>	9.5%	10%	10.5%

## **Section 6.**

Effective January 1, 2017, full-time bargaining unit employees insured under either a spouse's insurance plan or a plan through another employer may elect to waive, on an annual basis, Town provided health insurance coverage.

Additionally, a full-time employee who elects insurance through the UPPFA Sponsored Trust shall be eligible for the stipend set forth below if the: (a) premium cost; and (b) Town contribution toward the deductible for the UPPFA Sponsored Trust Plan equates to a savings to the Town (compared to the: (a) premium cost; and (b) Town contribution toward the deductible for the Town provided insurance plan) equal to or greater than the stipend set forth below.

Under such circumstances, eligible employees shall receive an annual stipend equal to 10% of the cost of the Town offered health insurance premium (not including the cost of the prescription rider or dental coverage in such figure) for applicable health insurance (defined as health insurance that he/she is eligible to elect) to a maximum of one thousand five hundred dollars (\$1,500.00).

In the event that the employee re-enrolls for the health insurance plan offered by the Town, the employee shall reimburse the Town a pro-rata portion of the money he/she received for waiving the insurance. The date for election to waive coverage shall be January 1<sup>st</sup> in each contract year. Eligible employees wishing to waive insurance coverage shall deliver proof of health insurance coverage and a signed, witnessed waiver form to the First Selectperson.

## **ARTICLE XI SICK LEAVE**

**Section 1.** Each full-time employee will be entitled to sick leave with pay at the employee's regular hour rate. Sick days are calculated according to the fiscal year, which begins July 1<sup>st</sup> and ends June 30<sup>th</sup>. Each employee shall be eligible for fifteen (15) days (120 hours) each year with a maximum accumulation of one-hundred and twelve (112) days (896 hours). Upon termination or retirement employees shall receive one-half (½) of the accumulated sick days not to exceed one hundred (100) days.

## **ARTICLE XII PERSONAL LEAVE**

### **Section 1. Paid Personal Leave Days.**

All full-time employees shall be entitled to four (4) personal leave days (thirty-two (32) hours) annually. Personal days are calculated according to the fiscal year, which begins July 1<sup>st</sup> and ends June 30<sup>th</sup>.

## **ARTICLE XIII FUNERAL LEAVE**

**Section 1.** In the event of a death in the immediate family of a full-time employee, paid leave consisting of three (3) consecutive working days shall be granted. The employee shall be paid his/her regular or normal per diem rate for any of the three (3) consecutive working days which fall within his/her scheduled shift and for which he/she attends the funeral. The term "immediate family" shall include the employee's spouse, child, parent, grandparent, sibling, mother, or father in-law, grandchild, or any other relative who is living in the employee's household.

**Section 2.** In the event of the death of a brother or sister in-law, aunt, uncle, niece, or nephew of the employee or his/her spouse, one (1) paid day leave shall be allowed as long as the employee attends the funeral and the day of the funeral is a scheduled work day.

**Section 3.** The First Selectman may, in his/her discretion, grant additional time off for funeral leave which will be deducted from an employee's vacation time or personal days. The granting or not granting of said days is at the sole discretion of the First Selectman, and shall not be grievable.

## **ARTICLE XIV FAMILY MEDICAL LEAVE**

**Section 1.** Family medical leave shall be provided in accordance with applicable law.

## **ARTICLE XV VACATION**

**Section 1.** Full-time employees shall be granted time off with pay for vacations according to his/her anniversary date as follows:

After 1 year	Two (2) Weeks (80 hours)
After 5 years	Three (3) Weeks (120 hours)
After 10 years	Four (4) Weeks (160 hours)
After 20 years, and each year thereafter	Five (5) Weeks (200 hours)

**Section 2.** Vacation requests for two or more days must be submitted at least fifteen (15) days in advance unless there are extenuating circumstances. All vacation requests for one (1) day shall be submitted at least twenty-four (24) hours in advance. All vacation requests must be approved by the First Selectman or his/her designee.

**Section 3.** Eligible employees who have provided at least two (2) weeks' advance notice of their resignation will be paid for earned but unused vacation upon termination.

## **ARTICLE XVI MILITARY LEAVE**

**Section 1.** Military leave shall be provided in accordance with applicable state and federal law.

## **ARTICLE XVII HOLIDAYS**

**Section 1.** Eligible full-time employees shall observe the following holidays off with pay annually:

New Year's Eve Day (½ day)	Labor Day
New Year's Day	Columbus Day
Martin Luther King Day (observed)	President's Day
Good Friday	Veterans Day
Memorial Day (observed)	Thanksgiving Day
Independence Day	Day after Thanksgiving Day
Floating Holiday*	Christmas Eve Day (½ day)
	Christmas Day

\*Use of the floating holiday shall be by mutual agreement of the employee and the First Selectman or his/her designee.

**Section 2.** Holiday pay for the above-enumerated holidays (except for New Year's Eve Day and Christmas Eve Day) shall be the equivalent of eight (8) hours of straight time pay; New Year's Eve Day and Christmas Eve Day shall be the equivalent of four (4) hours of straight time pay .

**Section 3.** If one of these holidays falls on Saturday, it normally will be observed on the preceding Friday, if one falls on Sunday, it normally will be observed on the following Monday.

**Section 4.** Regular Full-Time Employees are eligible for paid holidays immediately upon hire.

**Section 5.** Regular Full-Time Employees will be paid for the holiday only if the holiday falls on their regular scheduled work-day or if they have already worked their regularly scheduled hours.

**Section 6.** Employees absent without prior approval on the last working day before or the first working day following a day specified in this Agreement as a holiday shall not be paid for said holiday unless out on sick leave, vacation or authorized leave.



**ARTICLE XVIII  
FITNESS FOR DUTY EXAMINATIONS**

**Section 1. Fitness for Duty Examinations:**

- a) The Town and the Union agree that it is the responsibility of each employee to achieve and maintain a reasonable level of physical fitness and general good health.
- b) At the Town's expense, all bargaining unit employees shall undergo and pass a fitness for duty examination on a biannual basis.

**ARTICLE XIX  
CLOTHING ALLOWANCE, UNIFORM ALLOWANCE  
AND TOWN PROVIDED EQUIPMENT**

**Section 1.** Each bargaining unit employee shall receive an annual clothing allowance of six hundred dollars (\$600.00) to be used for Town approved clothing purchased from a Town approved vendor. Such clothing allowance shall be paid prior to July 15<sup>th</sup> of each contract year.

Additionally, the Town will provide each bargaining unit employee with a safety boot allowance of three hundred twenty five dollars (\$325.00) for the purchase of safety boots. Such safety boot allowance shall be paid once every three (3) years to bargaining unit employees.

New employees shall receive his/her safety boot allowance at the completion of his/her probationary period.

In order to receive his/her safety boot allowance of up to three hundred twenty five dollars (\$325.00), the employee shall present an acceptable store receipt to the Lieutenant (with a copy to the Fire Chief). Each employee shall be responsible for the purchase of such safety boots on his own time. It is understood by the parties that when an employee is out on a call, he/she must wear the requisite callout gear.

**Section 2.** Upon severance from employment, the employee must return all Town owned property, equipment or materials.

**Section 3.** The Town shall provide each employee with one (1) complete set of protective clothing that meets N.F.P.A. standards. Protective clothing shall consist of a helmet with company shield, turn out coat, turnout pants, boots, hood, fire gloves and safety glasses.

**Section 4.** Watches, eyeglasses and/or contact lenses lost, destroyed or damaged in the line of duty will be repaired or replaced by the Town up to a maximum cost of one hundred dollars (\$100.00), provided loss, destruction or damage is reported within forty-eight (48) hours of its occurrence to the Lieutenant (with a copy to the Fire Chief) and is not in any way due to the employee's own negligence. All claims of lost personal property shall be subject to approval by

the First Selectman or his/her designee. The Town reserves the right to reimburse the employee for such loss in lieu of repairing or replacing such items.

## **ARTICLE XX**

### **CERTIFICATION/TRAINING/DUTIES AND RESPONSIBILITIES**

#### **Section 1. Mandated Certification.**

As a condition of employment, all new (prior to being hired) and existing employees are required to successfully complete and maintain the following Fire Department mandated certificate programs:

- 1) State of Connecticut EMT – B (including MAST/PTL and defibrillator training) (only required of a Firefighter 1/EMT);
- 2) State of Connecticut Fire fighter Level I (or Level II, if required by the Town);
- 3) State of Connecticut Commercial Drivers License, Class 'B' or 'A;' or
- 4) State of Connecticut Non-commercial Drivers License Class 2 with “Q” restriction.

**Section 2.** Transportation to a training facility or site outside of East Haddam may be arranged with the Town's transportation pool. The Town's transportation vehicle shall be used for transportation purposes.

The employee's private owned vehicle (“POV”) will only be used if (1) the Town's transportation vehicle is unavailable and (2) with advance approval of the Fire Chief or his/her designee. POV usage will be reimbursed to the employee only if he/she uses their own transportation. Rates of reimbursement shall be at the current IRS mileage rate. Forms or methods of reimbursement shall be at the requirement of the Town.

**Section 3.** In order to remain employed by the Town, a Firefighter 1/EMT must maintain the required mandated EMT-B training certification or recertification.

**Section 4.** It shall be the sole responsibility of the employees to maintain their current Drivers License certifications, as well as any grade of license required by the Town. Additionally, if the state or federal government require and/or change the requirements for licenses, each bargaining unit member must obtain such licensing as a condition of employment.

#### **Section 5. Training Outside Normal Hours of Work.**

When a member of the bargaining unit attends required training outside of their normal hours of work, such time shall be compensated at his/her straight time hourly rate.

In the event that such hours exceed the number of hours set forth in Article VII, Section 3 and require premium pay under such section, such hours shall be paid at one and one-half (1½) times his/her base wage rate unless the Town provides a minimum of seven (7) days advanced notice. If a minimum of seven (7) days advance notice is provided, the hours shall be paid at his/her straight time hourly rate regardless of the number of hours performed during such workweek. Training time shall include travel time to and from the training facility.

**Section 6. Driver/Operator Qualification Training.**

All training for apparatus driver/operator qualifications shall be provided by the Town without expense to the employee. Training can be conducted by any qualified apparatus operator. Qualification on the apparatus will be determined by Town.

A copy of such qualifications shall be provided to the Fire Chief or his/her designee and a copy of same shall be placed in the driver's/operator's personnel training file.

**Section 7. Tuition, Books, Study Materials.**

The Town shall be responsible for all tuition, books, and study materials associated with any required training.

**Section 8.** The duties and responsibilities of bargaining unit members shall include, but not be limited to, the duties and responsibilities set forth by the Town in the applicable job descriptions for the position.

**Section 9.** Bargaining unit members may attend up to two (2) training classes, approved in advance by the Lieutenant (with a copy to the Fire Chief) per contract year. Any additional training classes must be approved, in advance, by the Lieutenant (with a copy to the Fire Chief).

All classes shall be administered through the Connecticut Fire Academy or a regional school.

**ARTICLE XXI  
PENSION**

**Section 1.** All bargaining unit employees are entitled to participate in the Town of East Haddam's Group Retirement Plan in accordance with the plan's eligibility requirements. Employees may contribute a percentage of their salary. An employee will enter the plan on the July 1<sup>st</sup> coinciding with or next, following their date of employment. The Town will match up to five percent (5.0%).

Enrollment cards and a group retirement plan booklet, containing general provisions and other pertinent information regarding the pension plan are available in the Selectperson's Office upon request of the employee.

## **ARTICLE XXII GENERAL PROVISIONS**

**Section 1.** The Town will designate one (1) bulletin board or a portion of a bulletin board on the premises of the Fire Department Company One for the purpose of posting notices concerning Union business and activities or any other matters pertaining to Union business.

**Section 2.** The use of any gender within this agreement shall include all genders.

**Section 3.** The Town shall provide each present and each new employee with a copy of this agreement. The Town shall also provide the Union with three (3) additional copies as well as an electronic copy (on disk or by e-mail as mutually agreed upon).

**Section 4.** In the event of a confirmed working structure fire, the Officer in Charge may, at his/her discretion, call back bargaining unit employees to assist with operations. Any bargaining unit employee called back to work shall receive a minimum of four (4) hours of pay at time and one-half (1½) his/her regular hourly rate of pay.

**Section 6.** Bargaining unit employees shall receive a twenty dollar (\$20.00) per month stipend for use of their personal cell phones for firefighting duties.

## **ARTICLE XXIII UNION ACTIVITY**

**Section 1.** A Union Staff Representative shall have reasonable access to the work site for purposes of conferring with the Employer, Union designated steward, or employees, and for the purpose of administering this Agreement. Where the Union Staff Representative finds it necessary to enter the work site, he/she shall first advise the Lieutenant or his/her designee. Such visits shall not unduly interfere with the operation of Town business.

## **ARTICLE XXIV COMPLETE AGREEMENT**

**Section 1.** If any sentence, clause or phrase of this Agreement shall be held illegal or unenforceable by legislative or judicial authority, the affected sentence, clause or phrase shall be severed from the Agreement. The validity of the remaining sections and articles of this Agreement shall not be affected thereby. The parties agree to meet promptly to negotiate a substitute for any severed portion of this Agreement, if required.

## **ARTICLE XXV FEDERAL, STATE AND MUNICIPAL LAWS AND REGULATIONS**

**Section 1.** Unless superseded by the expressed and lawful terms of the agreement, the Town and the Union shall recognize and adhere to all provisions of the law, Town Charter, Town Ordinances, the Standard Operating Procedures and Rules, Policies and Regulations of the Fire

Department, the applicable provisions of the East Haddam Ambulance Association Rules and the Town's Personnel Policies.

## ARTICLE XXVI

### JURY DUTY

**Section 1.** Jury duty shall be granted in accordance with applicable law.

## ARTICLE XXVII

### DURATION

**Section 1.** This Agreement shall become effective as of July 1, 2016 to June 30, 2019 at which time, either party may serve written notice one hundred twenty (120) days previous of their desire to negotiate a new agreement.

The Town and the Union agree that unless a particular provision is stated to be retroactive, this agreement shall be effective as of the date of signing and shall remain in full force and effect until June 30, 2019.

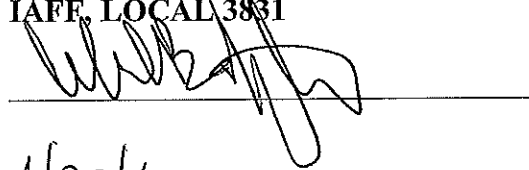
This Agreement executed this 30<sup>th</sup> day of June, 2016.

**TOWN OF EAST HADDAM**



6-29-16  
Date

**EAST HADDAM FIREFIGHTERS UPPFA,  
IAFF, LOCAL 3831**



6/30/16  
Date