

AGREEMENT

BETWEEN

TOWN OF MANCHESTER

AND

LOCAL 1579, INTERNATIONAL ASSOCIATION OF  
FIREFIGHTERS, AFL-CIO

July 1, 2016 - June 30, 2019

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The following Agreement is entered into by and between the Town of Manchester, hereinafter referred to as the Town, and Local 1579 of the International Association of Firefighters, AFL-CIO, hereinafter referred to as the Union.

## **ARTICLE 1 - RECOGNITION**

**Section 1.1** **Recognition:** The Town recognizes the Union as the sole and exclusive bargaining agent for all paid uniformed employees of the Manchester Fire Department excluding Fire Chief and Assistant Fire Chief. The Union recognizes the General Manager, or his designated representative or representatives, as representing the Town on matters of wages, hours, working conditions, and grievances.

## **ARTICLE 2 - UNION SECURITY**

**Section 2.1** Any present or future employee who is not a member of the Union shall, as a condition of employment, pay the Union a monthly service charge as a contribution toward the administration of this Agreement.

**Section 2.2** The Director of Finance, or his designee, for the Town of Manchester is authorized to deduct once-a-month dues and assessments in an amount certified to be current by the Treasurer of this Local from the pay of those employees who individually request, in writing, that such deductions be made.

**Section 2.3** Deductions shall be made each month and shall be remitted to the Financial Officer of the Union not later than the last day of said month. The monthly remittances to the Union will be accompanied with a list of names of employees from whose wages such deductions have been made and the amount deducted from each employee. The obligation of the Town for funds actually deducted under this Section terminates upon the delivery of the deductions so made to the person authorized to receive such amounts from the Town. Neither any employee nor the Union shall have any claim against the Town for errors in the processing of deductions unless a claim of error is made in writing to the Director of Finance, or his designee, within sixty (60) days after the date such deductions were or should have been made.

**Section 2.4** The Union shall indemnify, defend and save the Town harmless against any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all legal costs that shall arise out of or by reason of actions taken or not taken by the Town in complying with the provision of this Article.

**Section 2.5** **Long/short term disability payroll slot:** The Town will provide to Local 1579 of the IAFF a single payroll deduction opportunity for the purpose of payroll deductions for a supplemental life, disability and health insurance program to be selected by Local 1579. The payroll deduction opportunity will be available solely for the purpose of this supplemental program. Local 1579 will be solely responsible for the selection of the insurance provider and agents, and will indemnify and hold the Town harmless from any and all causes of action, damages and liability, direct or indirect, resulting from the selection of the insurance provider or

from the payroll deduction program. The Town will not be responsible for any cost associated with this payroll slot now or in the future.

### **ARTICLE 3 - SENIORITY**

**Section 3.1 Probationary Periods:** All new appointments and promotions to permanent bargaining unit positions shall be subject to a probationary period as defined below. The probationary period required represents a total cumulative service time and days may be adjusted upward so as to properly allow for any authorized leave of absences or other approved breaks in service.

However should any such leave of absence or other approved breaks in service be greater than two (2) months, the Town may require that the entire probationary period be restarted at the time the employee returns to work. Probationary employees shall be subject to all provisions of the Agreement except they shall not have the right to the provisions contained in Articles 4 and 5 of the Agreement.

The probationary period for new hires shall begin on the date of hire and end one year from the date of that employee's assignment to a shift in a strength position. Probationary employees shall be periodically evaluated by their immediate supervisor during the probationary period. At least one (1) month before the end of an employee's probationary period, the Fire Chief, or his designee, shall submit to the General Manager, or his designated representative, a written performance report recommending permanent status, demotion, dismissal or extension of the probationary period for not more than three (3) months. The employee shall be notified at least ten (10) days prior to the end of his regular probationary period as to his employment status. In addition, the employee, as a condition of employment, must have successfully graduated from the Connecticut Fire Academy Recruit School, or its equivalent as deemed by the Fire Chief, prior to the end of the probationary period. An employee denied permanent status, who alleges that the denial of said permanent status was made in an arbitrary, capricious or discriminatory manner, may appeal said denial to the General Manager within five (5) days of his being notified of his employment status. The burden of proof shall be on the employee. The decision of the General Manager shall be final.

The probationary period for newly promoted Lieutenants shall begin on the date of that officer's assignment to shift in a strength Lieutenant's position and end one year later. In addition, the employee, as a condition of completing probation, must be certified as a Fire Officer I prior to the end of the probationary period.

The probationary period for newly promoted Battalion Chiefs shall begin on the date of appointment and end one year later.

The probationary period for new Fire Inspectors shall begin on the date of promotion and end one year after the date on which the employee has successfully completed the Code and Hazardous Materials certification courses.

**Section 3.2** The Director of Finance, or his designee, shall prepare and maintain in his office and provide the Union Representative a list of employees showing their seniority in time of service with the Fire Department. Such seniority shall be calculated according to length of continuous service with the Fire Department. Sick leave, vacations, military leaves, and authorized leaves of absence shall be included in computing such time in service.

**Section 3.3** Employees of the Fire Department may be laid off, provided that the employee with the least amount of seniority, regardless of rank or classification, shall be laid off first. Employees who are laid off shall be placed on a recall list for a period of two (2) years. It shall be the responsibility of the laid-off employee to provide the Department with a current address. If there is a recall, employees who are still on the recall list shall be recalled in the inverse order of their layoff. A “layoff” shall mean the removal from service for budgetary reasons.

Seniority in the classifications of Lieutenant, Fire Inspector, Battalion Chief, and Deputy Chief, for the purpose of bidding and reduction in the number of positions in a classification, shall be based upon an employee’s time in such classification. Seniority for purposes of overtime hiring practices and for the purpose of layoff and recall will be based on an employee’s date of hire.

**Section 3.4** When more than one employee is appointed on the same day, seniority shall be determined by date of birth with the eldest being ranked highest on the seniority list.

**Section 3.5** Seniority of personnel assigned to the Fire Marshal’s Office shall be based upon date of hire except that, in the case of a reduction in personnel in the Fire Marshal’s Office, reduction would begin with Fire Inspector and move up to but not including the Fire Marshal, and time in position shall be used.

## **ARTICLE 4 - DISCIPLINARY ACTION**

**Section 4.1** **Disciplinary Action Step 1:** No permanent employee shall be removed, dismissed, discharged, suspended, fired, reduced in rank, or disciplined in any other manner except for just cause. If any employee is disciplined, and in the judgment of such employee this action is taken by the Town without just cause, he may, not later than ten (10) days after the date of such action, appeal in writing to the Fire Chief and/or the Assistant Fire Chief to have the action rescinded or to have the punishment reduced. Within ten (10) days after receiving such appeal, said Fire Chief and/or the Assistant Fire Chief shall arrange to and shall meet with the Union’s Grievance Committee for the purpose of attempting to resolve this dispute.

**Section 4.2** **Disciplinary Action Step 2:** If such employee is dissatisfied with the results of such meeting, he may, no later than ten (10) days thereafter, appeal in writing to the General Manager to have the action rescinded or to have the punishment reduced. Within ten (10) days after receiving such appeal, the General Manager or his designee shall meet with the Union Grievance Committee for the purpose of attempting to resolve this dispute.

**Section 4.3** If such Committee is dissatisfied with the results of such meeting, it may, no later than ten (10) days thereafter, submit such dispute to arbitration by the Connecticut State Board of Mediation and Arbitration, which Board shall hear the dispute and render a decision which shall

be final and binding on all parties. Said Board of Mediation and Arbitration shall have the power to uphold the action of the Town 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.

**Section 4.4** Time periods specified in this Article can be waived by mutual consent of all parties, on a case by case basis.

**Section 4.5** All days specified in this Article refer to normal Town business days.

## **ARTICLE 5 - GRIEVANCE PROCEDURE**

**Section 5.1** **Grievance Procedures:** Should any employee or group of employees feel aggrieved concerning his or their wages, hours, or conditions of employment, which are controlled by this Agreement, or which are provided for in any Statute, Charter Revision, Ordinance, Rule, Regulation, or Policy which is not in conflict with this Agreement, adjustment shall be sought as follows:

- (a) Within ten (10) days the Union shall submit such grievance in writing, on the standard form provided, to the Fire Chief or the Assistant Fire Chief of the Fire Department, setting forth the nature of the grievance and the facts involved, the alleged violation of the Agreement and the remedy requested. Within ten (10) days after said Fire Chief or the Assistant Fire Chief receives such grievance, he shall meet with the representatives of the Union, for the purpose of adjusting or resolving such grievance.
- (b) If such grievance is not resolved to the satisfaction of the Union by the Fire Chief or the Assistant Fire Chief within ten (10) days after such meeting, the Union may present such grievance in writing within ten (10) days thereafter to the General Manager. Within ten (10) days after said General Manager receives such grievance, he shall arrange to and shall meet with the representatives of the Union for the purpose of adjusting or resolving such grievance.
- (c) If such grievance is not resolved to the satisfaction of the Union by the General Manager within ten (10) days after such meeting, the Union may, within ten (10) days thereafter, submit the dispute to arbitration by the Connecticut Board of Mediation and Arbitration. The arbitrator shall be limited to the expressed terms of the Contract and shall not have the power to modify, amend or delete any terms or provisions of the Agreement. However, the decision of the arbitrator shall be final and binding on both parties.
- (d) For the purpose of clarification, all days in this Article shall be normal Town business days.
- (e) Time periods specified in this Article can be waived by mutual consent of all parties, on a case by case basis.

## **ARTICLE 6 - UNION BUSINESS LEAVE**

**Section 6.1** The four (4) members of the Union Negotiating Committee shall be granted leave from duty with full pay for all meetings between the Town and the Union for the purpose of negotiating the terms of a contract, when such meetings take place at a time during which such members are scheduled to be on duty.

**Section 6.2** The four (4) members of the Union Grievance Committee shall be granted leave from duty with full pay for all meetings between the Town and the Union for the purpose of processing grievances, when such meetings take place at a time during which such members are scheduled to be on duty.

**Section 6.3** **Union Business Leave - Chargeable:** 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, line of duty funeral details, association meetings and educational conferences provided that the total leave for all the purposes set forth in this Section shall not exceed 300 hours in any fiscal year and shall be subject to approval of the Fire Chief for scheduling purposes.

## **ARTICLE 7 - STAFFING**

**Section 7.1** **Staffing:** In order to protect the health and safety of the employees in the bargaining unit, there shall be a minimum of sixteen (16) Fire Lieutenants, Firefighters, Firefighter-Paramedics (duty strength) on duty during the day and night shifts, with a minimum of three (3) of the sixteen (16) being Firefighters with Paramedic Responsibilities. Notwithstanding the above, the Department in its sole discretion may if it deems necessary reduce shift strengths mentioned herein during the night shift to a minimum of fifteen (15) Fire Lieutenants, Firefighters, Firefighter-Paramedics. If such a determination is made, the Fire Chief or his designee shall meet with the Union prior to taking such action. Such action shall not result in the laying off of existing personnel. The number of Lieutenants assigned to a shift shall be at the sole discretion of the Fire Chief, or his designee, and shall be defined in the form of a policy statement. Prior to any change in minimum Lieutenant strength policy, the Fire Chief, or his designee, shall meet and confer with the Union.

Staffing assignments for the operation of fire apparatus shall consist of a minimum of two (2) Firefighters including assigned Lieutenants.

It is understood that there may be situations where there will not be sixteen (16) duty strength in Town during an assigned shift and/or assigned to apparatus in the exact numbers mentioned herein. Examples of these situations include, but are not limited to, mutual-aid, training and staff retrieval. When these situations occur for an extended period of time the Fire Chief, or his designee, may consider making staffing enhancements to cover the Town.



In cases of training which occurs outside of the borders of the Town, employees shall, if necessary, be hired on an overtime basis to ensure a minimum staffing level of fourteen (14) Firefighters on duty strength when the minimum duty strength is sixteen (16), and a minimum staffing level of thirteen (13) Firefighters on duty strength during said training session when the minimum duty strength is fifteen (15).

Based on availability of personnel the department may staff a fifth shift which shall work the hours designated in Section 8.1 (hereinafter referred to as Shift Five). Shift Five personnel are in addition to the strengths mentioned within this section.

Shift Five personnel shall not be used for meeting the minimum staffing requirements of the contract.

The staffing increase to sixteen (16) and option for Shift Five shall become effective on January 1, 2003.

For non-ALS personnel who were hired prior to July 1, 2002, any changes in configuration concerning the number of Firefighters vs. Firefighters with Paramedic Responsibilities per shift shall not result in mandatory training of personnel to the ALS level and/or furloughs or layoff of existing non-ALS personnel.

Should it be necessary to convert positions in the future which may affect employees hired after July 1, 2002, the Fire Chief or his designee shall meet with the Union President to discuss alternative assignments prior to any action being taken.

The Fire Chief may assign any Support Services Battalion Chief to work as a Shift Commander when the regular Shift Commander is out. When this occurs on a weekday, day shift, the assigned replacement shall receive no additional compensation.

**Section 7.2** **Staffing up to Minimum Level:** In the event that staffing shall fall below the minimum staffing strength as provided for in Section 7.1 of this Article, such shortage shall be filled by overtime work in accordance with Article IX, except that overtime provisions for early relief or late arrival due to department, governmental or workers comp. obligations, that are less than two (2) hours in length, shall not be covered by overtime for the first obligation presented. In the event a workers comp. injury evaluation is required during work hours, depending on the nature and extent of the evaluation and at the discretion of the Fire Chief, the employee being evaluated may be placed out of service for the duration of the evaluation and the out of service time shall not be covered by overtime. However, should the Department be required to reduce the minimum staffing level because of lack of funds, reduction of work load, loss of service area or closing of firehouses, then the Fire Chief or General Manager shall have the authority to determine the appropriate level of staffing.

**Section 7.3** If, in the future, in order to protect health and safety of the employees in the bargaining unit, it shall be necessary to increase the staffing level, as stated in Section 7.1 of this Article, then this shall be a decision reserved for management and shall not establish by practice or any other means a change in the contractual minimum staffing levels as established in Section

7.1 of this Article. The decision as to whether additional personnel is required above and beyond the levels listed in Section 7.1 of this Article is a managerial decision.

## **ARTICLE 8 - WORKWEEK**

**Section 8.1 Workweek:** The workweek of all employees who perform regular firefighting duties, including employees regularly assigned as Shift Commanders, shall be an average forty-two (42) hours. The schedule shall consist of 2 day shifts of 10 hours; 2 night shifts of 14 hours; and 4 days off. Any changes in schedule shall be subject to negotiation between the Fire Chief and the Union. The Town, at its discretion, may request that negotiations be reopened to discuss alternatives to the workweek specified herein. Said negotiations shall constitute mid-term bargaining and be governed by all rules and regulations of the State Board of Mediation and Arbitration. A workweek starts on the day shift of Sunday and ends with the night shift of Saturday.

The workweek of employees hired, bid or reassigned to Shift Five shall be forty (40) hours (four (4) consecutive days, as defined by Department, of ten (10) hours per day; 0800-1800). For payroll purposes such employees assigned to Shift Five shall be compensated as if they were working an average of forty-two (42) hours and hourly/weekly pay grades and other benefits consistent to employees assigned to standard line departmental operations.

Support Services Officers and personnel assigned to the Fire Marshal's Office shall normally work forty (40) hours per week, Monday through Friday. These employees may be authorized, under special circumstances, to work a modified day, partial day or week schedule to accommodate the needs of their programs and assignments, or to accommodate a personal need which occurs on a normal business day. The Fire Chief or his designee may authorize such requests case by case. Nothing in this language shall be interpreted to permit arbitrary or permanent work day/week flexing by an employee.

The workweek for employees assigned to work as Fire Inspector shall be forty-two (42) hours per week until such time as they are in the on-call rotation then they shall work a forty (40) hour work week but for payroll purposes shall be compensated as if they were working forty-two (42) hours and hourly/weekly pay grades and other benefits consistent to employees assigned to standard line departmental operations.

Those fully-credentialed personnel assigned to the Fire Marshal's Office shall be responsible for being subject to callback, covering all evening, weekend and holiday hours without additional compensation. If called back in to work outside of their regular work hours, they shall be paid at time and one-half the regular hourly rate for time worked. A fully-credentialed officer in the Fire Marshal's Office is defined as an officer having successfully completed all modules of the State precertification process.

Upon notification of a fire or other emergency situation, any Chief-level Officer (other than those in the Fire Marshal's Office) who is not on vacation or sick/injury leave or subject to extenuating circumstances, shall call in to the Chief, Assistant Chief or Incident Commander to indicate his/her availability for possible assignment. There is an expectation of a reasonable

amount of availability for assignment on the part of all Chief-level Officers (other than those in the Fire Marshal's Office), consistent with prior operating procedures.

Upon signing of the 2016-2019 Agreement, Deputy Chiefs and Battalion Chiefs shall be eligible for overtime compensation for hours worked above forty (40) per week for administrative duties when pre-approved by the Chief.

On or before July 1, 2017, the schedule for all employees who perform regular firefighting duties, including employees regularly assigned as Shift Commanders will be: 24 hours on duty (day shift followed by a night shift of the same group) 48 hours off duty; 24 hours on duty (day shift followed by a night shift of the same group) 96 hours off duty. This schedule will be in effect for a one (1) year trial period after which both the Town and the Union will discuss any issues with the schedule. If no issues necessitate reverting to the prior schedule, the schedule will continue for an additional one (1) year period. If any issues arise with the schedule during the second and third year, including any issues identified during the Department's strategic planning, the Town and the Union will discuss any issues with the schedule, including whether to revert back to the prior schedule.

Should the schedule change inflict additional hours worked on an employee's regular scheduled hours during the pay period of the change, no overtime will be paid. Should the schedule change result in less hours worked on the employee's regular scheduled hours during the pay period of the change no deduction shall be made.

**Section 8.2** The workweek schedule shall be published in the form of an administrative order.

## **ARTICLE 9 - OVERTIME**

**Section 9.1** **Overtime:** Whenever any employee works in excess of his or her regularly assigned workweek or work schedule, as provided for in Article 8, in addition to any other benefits to which he or she may be entitled, he or she shall be paid for such overtime at the rate of one and one-half (1½) times his/her basic rate, multiplied by twelve (12) hours for a full overtime assignment, or multiplied by the actual hours worked in the case of non-strength hiring.

Any employee, at his or her request shall receive compensatory time of eighteen (18) hours off, in lieu of overtime pay subject to the following:

- 1) The approval of the Fire Chief for scheduling purposes.
- 2) Such request is made prior to such overtime.
- 3) When an employee requests to use the compensatory time and approval is granted, no type of leave, other than sick or injury, may be substituted for time taken off.
- 4) When, on the shift the employee has requested off, there is an overtime situation, that employee may take that shift and be charged eighteen (18) hours. However, if on the shift requested no overtime situation results, the employee may have that

shift off and be charged twelve (12) hours. In either case, said employee requesting the compensatory time will be notified if, on the shift he or she has requested off, there was an overtime situation. After an employee has reported to work, and if no overtime obligation would result, an employee will be permitted, at the Chief's discretion, to use compensatory time to take two (2), three (3), four (4), five (5) or six (6) hours off, provided the time runs consecutively to the end of the shift.

Upon request of the Union, or its representatives, the Duty Officer shall make all records, with respect to overtime work, available for inspection by the Union, or its representatives.

This Section shall not apply to employees above the rank of Lieutenant. Deputy Chiefs and Battalion Chiefs shall receive overtime pay or compensatory time only as expressly provided in this Agreement.

**Section 9.1a** **Battalion Chiefs and Deputy Chief:** An employee who is promoted to Battalion Chief or Deputy Chief shall have previously earned holiday and/or compensatory time frozen. Such employee shall have the option of using the banked time for time off in the future and the Department has the option of periodically paying off the documented time according to a schedule of the Department's choosing. Any banked time not used or paid off prior to the dates of separation shall be paid at separation at the employee's current rate.

Whenever a Battalion Chief or Deputy Chief is assigned to fill a full or partial shift as a shift commander, which is in addition to his/her regular schedule, the employee shall receive compensation for the additional hours worked outside his/her regular work schedule at the rate of time and one-half the employee's hourly rate. For a full shift, he or she shall be paid for such overtime at the rate of time and one-half (1½) his/her base rate, multiplied by twelve (12) hours. The employee may request compensatory time in lieu of such overtime pay. Compensatory days must be used within the calendar year when they are earned and shall not be paid to the employee on resignation or retirement.

When a Deputy Chief or Battalion Chief calls in as provided in Section 8.1, if the employee is off duty and is directed to return to duty, the employee shall receive compensation for the additional hours worked outside his/her regular work schedule at the rate of time and one-half the employee's hourly rate. The employee may request compensatory time in lieu of such overtime pay. Compensatory days must be used within the calendar year when they are earned and shall not be paid to the employee on resignation or retirement.

**Section 9.2** **Full Overtime Hiring Procedures:** Overtime shall be offered, first to eligible personnel working on shift when a vacancy is discovered, based on a seniority list. Overtime will be hired up to five (5) calendar days in advance. Personnel shall be asked to work overtime in the order that their names appear on the Overtime Hiring Rotation List. If overtime cannot be hired using the on-duty personnel, the vacancy shall be held and posted on the block hiring worksheet of the next shift. If the vacancy is for the next shift and it cannot be filled voluntarily by on-duty personnel, the hiring shall follow the established ordering procedure contained in the Overtime Hiring Practices. Employees hired to work overtime from the on-duty shift prior to the

overtime shall not be eligible for a meal break, however, the employee(s) shall be allowed to obtain a meal while on duty.

If an employee refuses an overtime assignment to work overtime, for the purposes of maintaining a proper order of rotation, they shall be considered as having worked such overtime assignment, except if all other eligible employees on the list refuse the overtime assignment, then the person at the top of the list shall be required to work the overtime assignment.

If the Town fails to offer the employee who is at the top of the Overtime Hiring Rotation List, and who is eligible for overtime work, the opportunity to work such overtime in accordance with the terms of this Agreement, such employee shall be allowed the right of two (2) free refusals to be used at the employee's discretion.

Employees are exempt from overtime when:

- 1) Working the overtime will result in the employee working in excess of forty-eight (48) consecutive hours.
- 2) The overtime shift is immediately prior to or immediately following an approved shift absence (i.e., shift exchange, vacation day, compensation day, holiday).
- 3) The employee is on an approved four (4) days (week) or more of consecutive time off (i.e., shift exchange, vacation day, compensation day, holiday), from the time following their last scheduled work shift until they return to work.
- 4) The employee is scheduled to work a shift exchange and the paperwork has been approved by the Duty Officer.
- 5) The employee is in their three (3) day rest period (banked).
- 6) The employee is on union business and the union has submitted a letter to the Fire Chief.
- 7) The employee's presence is required by another government agency and the employee has notified the Fire Chief (examples are, but not limited to: jury duty, court depositions, military duty, etc.).

This Section shall not apply to employees above the rank of Lieutenant.

**Section 9.2a.** Overtime Hiring Procedure for Employees Above the Rank of Lieutenant, to Fill Shift Commander Vacancies:

Employees above the rank of Lieutenant are exempt from all Section 9.2 hiring procedures.

Overtime opportunities to fill Shift Commander's vacancies shall be offered to Shift Commanders and Support Services Officers on a rotating basis. A list shall be maintained for

said rotation, and the farthest back Officer shall be given the first opportunity to work the overtime, then the second farthest back on the list etc. Should the Town and the Union mutually recognize that an inequity of overtime opportunities exists between the Battalion Chief Shift Commander and the Battalion Support Services Officer positions, the parties agree to meet to discuss methods available to address the issue.

No penalty, or refusal shall be recorded for not working overtime. The employee's placement on the list remains constant, until he/she works an overtime shift, (then he/she advances on the list).

If no employee agrees to work an overtime shift, the farthest back Shift Commander (eligible to work the shift) shall be ordered.

The Chief reserves the right to resolve any discrepancies, and may deny an employee the right to take leave, or may order an employee to work, based on the above procedure. The Town shall not be liable for errors in the offering of overtime in accordance with this Section.

**Section 9.3 Partial Overtime Hiring Procedures:** Employees shall be offered partial overtimes according to their position on the master overtime list following the established Overtime Hiring Practices.

Should employees be hired for part of a shift to work in a regular strength position, hiring shall be as follows:

- a) Two (2) or less hours = two (2) hours pay
- b) Two (2) hours up to six (6) hours = pay for actual hours worked
- c) anything over six (6) hours shall be handled as a full overtime as covered in this Article.

Should employees be hired for part of a shift to work a detail, hiring shall be as follows:

- a) Two (2) or less hours = two (2) hours pay
- b) More than Two (2) hours = pay for actual hours worked

A detail is defined as a non-strength assignment or an assignment to temporarily replace a regularly scheduled strength employee who will return to complete his/her shift.

This Section shall not apply to employees above the rank of Lieutenant.

**Section 9.4 Emergency Overtime Hiring Procedures:** Any potential or actual situation or occurrence of a serious nature that requires an immediate need for additional staffing as determined by the Fire Chief, or his designee in his absence, may be hired by the following means: "Known and Available" (a physically present off duty employee or an employee that is otherwise known to be immediately available for an overtime assignment). Any employee solicited for an overtime assignment under Section 9.4 and declines shall not receive a refusal for

said overtime. An employee that reports for work, under the emergency overtime hiring procedure, shall be kept and paid for a minimum of two (2) hours except that, if the obligation for additional staffing has been met and the employee's presence is no longer required, the employee, at his/her own discretion, may opt to accept overtime pay for "time rendered" (from the time the employee received the call until when the employee departs work) and be eligible to leave the overtime assignment prior to completion of the two (2) hour minimum required stay.

This Section shall not apply to employees above the rank of Lieutenant.

**Section 9.5 Holdovers:** No employee shall be relieved from duty at the change of shift if his or her respective relief has not reported. The employee shall be required to holdover and shall be paid at their regular overtime rate and will stay on duty until the relief employee has reported for duty. When an overtime is required, the holdover employee shall be offered the opportunity first. The holdover employee may accept or decline without receiving a refusal for said overtime. If the holdover employee declines, the overtime assignment shall be hired according to the Urgent Hiring Practice contained in the Overtime Hiring Practices Book.

**Section 9.6 Banked Overtimes:** A banked condition exists when an employee has been passed over seven (7) overtime assignments in addition to their position on the current list. (Example: an employee that has not worked column "A" yet while employees after him/her on the rotation list have worked column "H"). Employee shall be placed into this "Special Considerations" criteria once a member of the IAFF Local 1579 Executive Board notifies the Chief's Office or his designee. These employees will fall under the rules / practices of "bank and rest". Employees work out of "Special Consideration" at seven (7) opportunities and thereafter fall under normal hiring rules.

An employee who has an overtime owed to him/her due to an absence is required to work the first available overtime after their return; or if they refuse, they shall be considered as having worked such overtime assignment.

An employee who has built up and is behind in the regular rotation shall be exempt from that point on to work an overtime shift more than once in every three (3) day period until they are back in the proper overtime rotation.

An employee that has been offered their last banked overtime and is eligible for overtime on the current rotation can be asked to work any shift without regard to a resting period provided the current assignment is not for a date/shift prior to the date assigned from the last banked overtime (Example: If the last banked overtime is for the day shift of the 10th, the employee is eligible to be asked for any shift from the 10th night on but not prior to the 10th day).

This Section shall not apply to employees above the rank of Lieutenant.

**Section 9.7 Related Agreements:** The Town and Local 1579 agree to utilize Memorandums of Understanding (MOU) and the Overtime Hiring Practices Book to identify overtime related hiring practices not necessarily found in other documentation and agreed to exist by Labor and Management or to modify current overtime hiring procedures on a temporary basis without

prejudice or precedent. The Overtime Hiring Practices Book will contain the related practices established through mutual agreement by a joint labor-management committee.

All Related Agreements shall be signed by the Fire Chief and the Union President and have a mandatory review and/or termination date as agreed.

**Section 9.8 Fire Marshal's Office:** Individuals working in the Fire Marshal's office shall not be included on the overtime rotation list while they are part of the Fire Marshal's Office. They shall only work overtimes that are specific to the Fire Marshal's Office. If an individual returns to the "line" they shall be placed in the same column as the farthest back person for the rank they are returning to (Lieutenant, Paramedic, or Fire Fighter).

**Section 9.9 Overtime Offers:** Employees will only be liable for two (2) overtime work credits per Shift.

This Section shall not apply to employees above the rank of Lieutenant.

**Section 9.10 "Free Refusals":** Each bargaining unit employee will be provided two (2) free refusals at the beginning of each calendar year. Said refusals are to be used at the employee's discretion within said year (except for use on Christmas Eve and Christmas Day). Unused free refusals will be forfeited at the end of the year.

This Section shall not apply to employees above the rank of Lieutenant.

## **ARTICLE 10 - HOLIDAYS**

**Section 10.1** Each employee, except individuals working in the Fire Marshal's Office, Deputy Chiefs and Battalion Chiefs working a forty (40) hour day schedule, at his option, shall receive holiday pay or time off for each of the following twelve (12) holidays:

Lincoln's Birthday	Washington's Birthday (President's Day)
Good Friday	Memorial Day
Independence Day	Labor Day
Columbus Day	Veteran's Day
Thanksgiving Day	Day after Thanksgiving Day
Christmas Day	New Year's Day

For individuals working in the Fire Marshal's Office, Deputy Chiefs and Battalion Chiefs working a forty (40) hour day schedule, the Town, at its discretion, retains the right to substitute a floating holiday on a date of its choosing in lieu of the traditional date for celebrating Lincoln's Birthday, provided the Town notifies the Union of the substitute holiday not later than December 31st for the following calendar year. Any time off with pay that may be allowed other Manchester Municipal employees as a result of an unanticipated holiday or day of mourning, excluding time off with pay granted to Manchester Municipal employees due to inclement weather or natural disasters or a state of emergency as declared by an appropriate authority or Martin Luther King Day, shall be provided in equal measure for employees covered by this



Agreement. Individuals working in the Fire Marshal's Office, Deputy Chiefs and Battalion Chiefs not assigned as Shift Commanders shall be required to take the day off with pay but shall not receive any additional compensation.

**Section 10.2** Each day of holiday pay for each line employee shall be computed by multiplying his hourly rate of pay by twelve (12) hours and such sum shall be paid to each employee in the pay period following each holiday.

**Section 10.3 Saving Holiday Time:** Any employee, except individuals working in the Fire Marshal's Office, Deputy Chiefs and Battalion Chiefs working a forty-hour day schedule, at his or her request shall receive twelve (12) hours of banked holiday time in lieu of holiday pay for any holiday, to be taken on the shift of their choice subject to the following:

- 1) The approval of the Fire Chief for scheduling purposes.
- 2) Such request shall be made within the pay period that the holiday occurs.
- 3) When an employee requests to use twelve (12) hours of banked holiday time and approval is granted, no type of leave, other than sick or injury, may be substituted for time taken off.
- 4) When on the shift the employee has requested off there is an overtime situation, that employee may take that shift and forfeit an additional six (6) hours of accumulated holiday time. However, if on the shift requested no overtime situation results, only twelve (12) hours of banked holiday time shall be forfeited. After an employee has reported to work, and if no overtime obligation would result, an employee will be permitted, at the Chief's discretion, to use holiday time to take two (2), three (3), four (4), five (5) or six (6) hours off, provided the time runs consecutively to the end of the shift.
- 5) A limit of one-hundred twenty (120) hours of holiday time can be banked. The sole exception to the 120-hour cap shall be for those individuals who, on November 1, 2004 had more than 120 hours banked holiday time and who elected in writing to retain the excess hours as provided above.
- 6) A member who has the maximum allowable banked holiday time will be paid for all subsequent holidays during the pay period in which they are normally paid.
- 7) Banked holiday time will be used for time off only.
- 8) Banked holiday time must be used by the time of retirement or any balance will be forfeited, with following exceptions:
  - a. If the balance at the time of retirement is less than eighteen (18) hours, it will be paid out at the pay rate in effect at the time.

- b. If a member separates with a service connected disability, any banked time up to the 120 hour limit will be paid out at the pay rate in effect at the time.

## **ARTICLE 11 - VACATIONS**

Each employee who is employed as a Battalion Chief or Deputy Chief/Fire Marshal on October 14, 2008 shall make an irrevocable one-time election, in writing, which shall be effective for the duration of his employment, to either (a) retain the annual leave and sick leave benefits they have as unaffiliated employees prior to October 14, 2008 including but not limited to the provisions for annual accrual and use of such leave as well as eligibility and terms for payment on retirement or termination of employment; or (b) to be covered by Sections 11.1, 11.2, 11.3, 12.1, 12.4 and 14.1 of this Agreement.

All those appointed to the rank of Battalion Chief or Deputy Chief on or after October 14, 2008 shall be covered by the provisions of this Article.

**Section 11.1 Vacation Accruals:** Employees shall be given vacations with pay on the following basis:

- (a) Each employee who has completed one (1) year of service, but less than five (5) years of service, shall be entitled to a vacation of two (2) weeks annually. If an employee chooses to take a vacation prior to completing one (1) years of employment, he may take one (1) vacation day for each month of service, except that he shall not be entitled to any vacation accrual for the first two (2) complete months of service, and except that no employee shall be entitled to take vacation time during the Recruit Training Academy time. Any vacation time taken prior to the completion of one (1) year will be deducted from the amount of time an employee is entitled to take at the completion of one (1) year of service.
- (b) An employee who has completed five (5) years of service shall be entitled to a vacation of three (3) weeks annually.
- (c) An employee with over five (5) years of service shall receive one (1) additional working day of vacation for each two (2) years of service after said five (5) years of service until his fifteenth (15th) year of service is reached, to a maximum of four (4) weeks.
- (d) Those employees with twenty (20) or more years of service shall be eligible for the following additional vacation days: After twenty (20) years, one (1) additional day; after twenty-one (21) years, two (2) additional days; after twenty-two (22) years, three (3) additional days; after twenty-three (23) years, three (3) additional days; after twenty-four (24) years, one (1) additional week of vacation.

- (e) Vacation time balances will be posted at the beginning of the new vacation year, to include time that will be earned sometime over the next twelve (12) months (for anniversary dates).

Each vacation period shall be from the first full week of May through the following last full week of April, inclusive.

Further clarification regarding the accumulation/earning of vacation time may be found in the Department Manual of Operations.

For those employees above the rank of Lieutenant who do not elect to retain the annual leave and sick leave benefits they had as unaffiliated employees prior to October 14, 2008:

- a. Through December 31, 2008, such employees shall retain the annual leave granted to them on January 1, 2008 and may use such leave in accordance with the rules in effect at the time it was granted. Up to one week of unused annual leave remaining on December 31, 2008 may be carried over as "vacation" and up to one additional week of unused annual leave may be paid at the employee's daily rate in effect when the leave was granted on January 1, 2008. All other unused annual leave will lapse on December 31, 2008.
- b. Effective January 1, 2009, such employees shall be transitioned from the system of annual leave in effect prior to their inclusion in the bargaining unit to the same leave time provisions as other bargaining unit employees. As part of this transition, each such employee shall be granted one-third of the vacation amount to which he would be entitled for a full vacation year pursuant to the accruals in (a) through (e) above. Thereafter, Battalion Chiefs and Deputy Chiefs shall receive their annual accrual of vacation the first full week in May of 2009 and each year thereafter.

**Section 11.2 Vacation Carryover and Payouts:** Vacations may not be accrued from year to year without written approval of the Fire Chief. Any employee who has had service with the Fire District or any employee who returns to the Fire Department from military service, shall have such service included in determining vacation eligibility. At the sole discretion of the Fire Chief, line bargaining unit personnel will be offered the opportunity to sell back up to four (4) vacation days in exchange for a days pay per vacation day sold back to the Department. Offers to buy back vacation time will be made by March 15th of each year and shall be limited to days remaining in the current vacation year.

The provisions of this Section do not apply to Battalion Chiefs and Deputy Chiefs who elected to retain the annual leave and sick leave benefits they had as unaffiliated employees prior to October 14, 2008.

**Section 11.3 Vacation Selection:** Each vacation period shall be from the Sunday of the first full week of May through the Saturday of the last full week of April. The date for submission of vacation lists shall be established by the Fire Chief and vacation schedules shall be posted by the end of December. Preference shall be on the basis of departmental seniority. No more than four

(4) Firefighters, including those with Paramedic responsibilities, but excluding the individuals working in the Fire Marshal's Office and not including those assigned to Shift Five, shall be off at any one time per shift, not to exceed eight (8) Firefighters per week or a total of thirty-two (32) shifts per week; any additional Firefighters off will be subject to the approval of the Fire Chief. Individuals working in the Fire Marshal's Office shall not be included in the computation of manpower in figuring vacation schedules. During July and August, vacations shall be limited to two (2) weeks. No employee who is entitled to more than two (2) weeks of vacation shall be allowed to choose such additional vacation leave until all employees, who are entitled to two (2) weeks or less of vacation leave, have chosen same.

Requests for leave (annual leave, vacation, compensatory or holiday) by employees above the rank of Lieutenant shall be submitted in writing to the Fire Chief, at least five (5) days in advance of the first day of any such leave period. The Chief shall grant such leave subject to the following:

- a. No more than three (3) Battalion Chiefs assigned as Shift Commanders or Support Services, and no more than two (2) assigned as Shift Commanders, will be allowed off (annual leave, vacation, compensatory time or holiday) at the same time for requests of one week or more without approval of the Chief.

Requests for leave (annual leave, vacation, compensatory or holiday) within five (5) days of the date requested shall require the requesting Battalion Chief/Shift Commander to solicit and obtain his/her own coverage. In the event the Battalion Chief/Shift Commander is not successful in obtaining coverage, he/she shall not be eligible to take the shift off. A Battalion Chief/Shift Commander requesting coverage should attempt solicitation of the farthest back Officer first.

- b. Personnel assigned to the Fire Marshal's Office shall be granted time off (annual leave, vacation, compensatory or holiday) with the limitation that at least one fully credentialed officer shall be on-duty at all times. A fully-credentialed officer in the Fire Marshal's Office is defined as an officer having successfully completed all modules of the State precertification process.

**Section 11.4** In the event that any employee terminates his service with the Fire Department, having given advance notice of at least fourteen (14) calendar days, or dies, and he is entitled to vacation leave at the time of such termination or death, he or his dependent survivors, as the case may be, shall receive one (1) week's pay for each week of such vacation leave.

## **ARTICLE 12 - SICK LEAVE**

Each employee who is employed as a Battalion Chief or Deputy Chief/Fire Marshal on October 14, 2008, shall make an irrevocable one-time election, in writing, which shall be effective for the duration of his employment, to either (a) retain the annual leave and sick leave benefits they have as unaffiliated employees prior to October 14, 2008, including but not limited to the provisions for annual accrual and use of such leave as well as eligibility and terms for payment on

retirement or termination of employment; or (b) to be covered by Sections 11.1, 11.2, 11.3, 12.1, 12.4 and 14.1 of this Agreement.

All those newly appointed to the rank of Battalion Chief or Deputy Chief on or after October 14, 2008 shall be covered by the provisions of this Article.

**Section 12.1 Sick Leave Accumulation:** Accumulated sick leave is a benefit to the employee. The Town provides no long-term disability insurance for its employees. It is therefore crucial that employees conserve as much of their sick leave accrual as possible in order to ensure against future need. Each employee who performs regular firefighting duties, including Battalion Chiefs assigned as Shift Commanders, shall earn sick leave with pay at the rate of 15 hours of sick leave for each full month of employment with the Town. Employees who perform regular firefighting duties, including Battalion Chiefs assigned as Shift Commanders, hired after May 1, 1997 shall earn sick leave with pay at the rate of 12 hours of sick leave for each full month of employment with the Town. Battalion Chiefs assigned as Support Service Officers and personnel assigned to the Fire Marshal's Office shall earn sick leave with pay at the rate of 8 hours of sick leave for each full month of employment with the Town.

**Section 12.2** Each employee shall be notified of his accumulated sick leave regularly on his pay stub.

**Section 12.3** Any employee who has had six (6) months' service with the Fire Department and who returns to the Fire Department from military service shall have such service included in determining sick leave eligibility.

**Section 12.4 Sick Leave Payouts:** Upon retirement or death, the Town will pay fifty percent (50%) of unused sick leave that an employee has to his credit to the employee or the spouse as the case may be. In the event that the employee is not survived by a spouse, said unused sick leave payment shall be made to the employee's estate. In the event an employee terminates his employment in good standing, having given advance notice of at least fourteen (14) calendar days, he shall receive twenty-five percent (25%) of his accumulated sick leave. Employees terminated for just cause shall receive no benefit under this Section.

Notwithstanding the above, employees hired after May 1, 1997, shall upon retirement or death be eligible to receive from the Town payment for unused accumulated sick leave, not to exceed 960 hours in total. The payment shall be on the basis of an average of the last three (3) years of base salary for the employee. Employees who subsequently resign their employment with the Town shall not be eligible to receive payout of unused, accumulated sick time if they have less than ten (10) years of service with the Town. Employees who resign with more than ten (10) years of service shall be eligible to receive from the Town payment for twenty-five percent (25%) accumulated sick leave, not to exceed 540 hours, on the basis of an average of his last three (3) years of base salary. Employees terminated for just cause shall receive no benefit under this Section.

Employees hired after July 1, 2005, shall upon retirement or death be eligible to receive from the Town payment for 50% accumulated sick leave, not to exceed 540 hours in total (1080 hours

paid at 50% = 540 hours) with the payment on the basis of an average of the last three (3) years of base salary. Employees who subsequently resign their employment with the Town shall not be eligible to receive payout of unused, accumulated sick time if they have less than ten (10) years of service with the Town. Employees who resign with more than ten (10) years of service shall be eligible to receive from the Town payment for 25% accumulated sick leave, not to exceed 276 hours, on the basis of an average of the last three (3) years of base salary. Employees terminated for just cause shall receive no benefit under this section.

Sick time payouts for all employees shall be done over three (3) calendar years. The first will be done within one (1) month of retirement and then annually during the anniversary month of the employees retirement.

The provisions of this Section do not apply to Battalion Chiefs and Deputy Chiefs who elected to retain the annual leave and sick leave benefits they had as unaffiliated employees prior to October 14, 2008.

**Section 12.5** Whenever possible, the Department shall be notified by the employee that he is unable to attend to his duties because of illness not later than three (3) hours prior to the scheduled workday.

**Section 12.6** The General Manager may grant additional consecutive sick leave with pay in exceptional cases. This leave shall not exceed the equivalent of two weeks for each year of consecutive service with the Town. Requests for such additional sick leave shall be submitted in writing and must be signed by the employee. It must be submitted to the Chief of the Fire Department, who shall, within five (5) working days, transmit the request with a written recommendation to the General Manager. Additional sick leave with pay if granted by the Town shall be deducted from future accumulated sick leave at the rate of the equivalent of two weeks per year. Said deduction shall begin after the employee has earned the equivalent of seven (7) days of sick time per year and this method of reimbursement shall continue until the deficit is exhausted.

**Section 12.7 Compensation:** No deductions for sick leave shall be made to augment Workers' Compensation.

**Section 12.8 Sick Leave and Doctor's Notes:** The General Manager or his designated representative, may make provision for a physician with the proper qualifications, other than the employee's family doctor, to make examination at the Town's expense. An acceptable medical certificate signed by a licensed physician or other practitioner, whose method of healing is recognized by the State of Connecticut, will be required of an employee to substantiate a request for sick leave for the following reasons:

- (a) For any period of absence in excess of four (4) consecutive shifts.
- (b) For leave of any duration of absence from duty which recurs frequently or habitually, provided that the employee has been notified that a certificate will be required.

- (c) When evidence indicates reasonable cause required such a certificate.
- (d) To support a request for sick leave on a day which the employee had previously requested to use vacation, personal leave, or earned time, and the request had been denied.

Excluding emergency situations, prior to implementing (b), (c), or (d) above, the Fire Chief or his designee shall meet with the Union President to discuss the Department concerns and give the Union a reasonable period of time to work with the employee to correct the deficiencies.

### **ARTICLE 13 - INJURY LEAVE**

**Section 13.1** An employee who is on authorized leave of absence due to injuries or other disability sustained in the performance of his work shall, if eligible for Workers' Compensation payments, receive the difference between his regular weekly base rate of pay and the allowance for Workers' Compensation. The Town's liability for Supplemental Workers' Compensation payments, pursuant to this Section, shall cease at the end of two (2) years or sixty (60) days after the time the employee's treating physician determines that maximum medical improvement has been achieved, whichever comes first. For those employees hired on or after July 1, 2013, the Town's liability for Supplemental Workers' Compensation payments, pursuant to this Section, shall cease at the end of 18 months or sixty (60) days after the time the employee's treating physician determines that maximum medical improvement has been achieved, whichever comes first. This time period may be extended by the General Manager upon the recommendation of the Fire Chief and approval by majority vote of the Board of Directors.

**Section 13.2** In the event that an employee is injured or disabled while en route to, at, or returning to his abode from an alarm of fire to which he responded when he was off duty, or in the event that he is killed or dies as the result of such injury or disability, it shall be considered for purposes of claims under Section 13.1 of this Contract, and benefits payable under the Workers' Compensation Act that such injury, disability or death was suffered in the line of duty and arose out of and within the course and scope of his employment.

### **ARTICLE 14 - MISCELLANEOUS LEAVE**

Each employee who is employed as a Battalion Chief or Deputy Chief/Fire Marshal on October 14, 2008, shall make an irrevocable one-time election, in writing, which shall be effective for the duration of his employment, to either (a) retain the annual leave and sick leave benefits they have as unaffiliated employees prior to October 14, 2008, including but not limited to the provisions for annual accrual and use of such leave as well as eligibility and terms for payment on retirement or termination of employment; or (b) to be covered by Sections 11.1, 11.2, 11.3, 12.1, 12.4 and 14.1 of this Agreement.

All those newly appointed to the rank of Battalion Chief or Deputy Chief on or after October 14, 2008 shall be covered by the provisions of this Article.

**Section 14.1** An employee shall be granted leave of absence with pay for the following reasons listed below. Whenever possible, absences for any such purposes must be approved by the Fire Chief in advance. If the Fire Chief is not available, the highest ranking officer on duty has the authority to grant emergency leave. With exceptions of paragraphs (c), (f), and (g) below, said leave shall be chargeable to sick leave.

- (a) For medical, dental, or eye examination or treatment, for which arrangements cannot be made outside of working hours.
- (b) When his presence at duty will expose others to contagious disease.
- (c) In the event of death in the immediate family of an employee, or the immediate family of his or her spouse, when as much as three (3) working days leave with pay shall be granted. The Fire Chief may grant said days off after the day of the funeral. Immediate family, for purposes of this clause is defined as parents, grandparents, spouse, brother, sister, child or grandchild and also any relative who is domiciled in the employee's household.
- (d) In the event of unforeseen, unscheduled illness, severe injury, or other emergencies to an employee or a member of the immediate family of an employee or the immediate family of his or her spouse, which occurs during working hours or within four (4) hours of the start of a shift which the employee is working and requires the attendance of the employee. The length of leave shall not exceed the duration of the remainder of the regularly-scheduled workday, and such leave may not be taken consecutively. This leave may not be used to accompany a spouse or child to a medical appointment, including an operation which is scheduled in advance. No more than a total of three (3) workdays' leave with pay in the calendar year shall be granted, and said days may not be taken consecutively. Immediate family for the purpose of this Section is as defined in Section 14.1(c).
- (e) If requested and approved in advance, the appointing authority may grant an employee necessary time not to exceed in the aggregate a total of three (3) working days' special leave per calendar year to fulfill obligations of: going to, attending, and returning from funerals of persons other than members of the immediate family, and for court appearances other than those required by (f) below.
- (f) Because of a demand which is made for the employee by another governmental agency as a result of employment by the Town.
- (g) When the Department sends an individual to attend initial Paramedic training or Fire Fighter Recruit class, the Department will provide for the necessary time off.



The provisions of this Section do not apply to Battalion Chiefs and Deputy Chiefs who elected to retain the annual leave and sick leave benefits they had as unaffiliated employees prior to October 14, 2008.

**Section 14.2 Maternity Leave:** Employees who are expectant mothers shall report to the Town Health Director as soon as there is medical verification of the pregnancy or no later than the fourth (4th) month of pregnancy, whichever is the earlier date. The personal physician of the expectant mother shall determine if the employee is capable of performing her regularly assigned duties or whether the employee should be assigned to a non-hazardous temporary light duty assignment or stop work. It is the responsibility of the employee to immediately notify the Town Health Director of any change in medical condition which affects work assignments and to provide the Town's Health Director within the first week of each month following the original notification of pregnancy verification from her physician as to her ability to continue in her regular duties. Any costs to the employee for such medical verification above and beyond that paid for by health insurance shall be the responsibility of the employee. Upon recommendation of the employee's personal physician, the Fire Chief shall make a reasonable effort to find suitable temporary light duty work within the Fire Department for the pregnant employee until such time that it is determined by the employee's physician that it is not possible for her to continue with such work. Any employee who ceases work on the recommendation of her physician may use sick leave for any period of time that she is out for medically certified reasons or request to use other unused accrued leave for which she is eligible, including approved swaps, and upon exhausting all such leave, then leave without pay. Employees who leave work for other purposes may request to use unused accumulated leave for which she is eligible, including approved swaps, and upon exhausting such leave then leave without pay. Employees who comply with the provisions of this section may after the birth of the child take maternity leave as provided below:

An employee who wishes to return to her same position must so notify the Fire Chief, or his designee, in writing prior to the last scheduled workday before commencing maternity leave. An employee on maternity leave of absence is eligible to use paid sick leave in accordance with the sick leave provisions of this Agreement for that period of time that the individual's physician certifies that the employee is medically incapable of performing the duties of the position. When any unused, accumulated sick leave is exhausted or other unused accrued leave for which she is eligible is exhausted and the employee is still unable to return to work, the employee will be carried on leave of absence without pay for the balance of the maternity leave period. Such employee shall have up to ninety (90) days from the birth of the child to return to work. Before the expiration of the leave, an application may be made to the General Manager of the Town for extension of such leave. The General Manager shall have the sole discretion to grant such request for extension. Continued extension shall normally only be granted as a result of medical complications of the birth, as determined by the employee's and the Town's physician. While the employee is on maternity leave, including any extensions to the original ninety (90) day period, the Town will continue to provide any and all insurances that are referred to in this collective bargaining agreement and the employee shall pay in a manner prescribed by the Town any applicable cost sharing amounts. Should the employee return to work during the ninety (90) day maternity leave period or any authorized extensions, she shall to the extent possible be assigned to the position, station, and shift that she previously worked, provided such

accommodation does not create organizational and/or administrative hardships. The employee will not be eligible for any other benefits of the agreement during any time of unpaid maternity leave, including but not limited to accrual of vacation, sick and holiday time or credit for length of service during said time. If the application for extension is denied, or if the employee decides not to return after the ninety (90) day period, she may request to the Fire Chief, or his designee, that she be placed on a reemployment list for a period not to exceed eighteen (18) months. Should a vacancy occur during the eighteen (18) month period of time in a position which the employee previously occupied, then the individual's name shall be certified to the Fire Chief for consideration provided that she is physically and mentally able to perform the duties thereof. The Fire Chief has the option of selecting the individual or request that the position shall be opened to competitive examination. The Fire Chief is not obligated to select the individual to fill the particular vacancy. Should the individual be selected to fill the vacancy, she shall to the extent possible be assigned to the position, station and shift that she previously worked; provided that such accommodation does not unduly create organizational and/or administrative hardships. The individual, prior to returning to her assignment from any authorized leave under this section, may be required to undergo a training period as determined by the Department. It is the responsibility of the individual to notify the Town's Human Resources Department if there should be a change of address or name during the eighteen (18) month period of time. Any leave available to the employee in accordance with the Family Medical Leave Act shall run concurrent with any paid or unpaid time granted by the Town for maternity leave.

## **ARTICLE 15 - TEMPORARY LIGHT DUTY**

### **Section 15.1**

- a. Employees who are on authorized leave due to temporary illness or injury, which is work-connected and which is expected to last longer than four (4) working days, shall, in a timely manner, present to his or her physician the Temporary Limited Disability (TLD) explanation package and release form attached to this Contract as Appendix IV. Employees shall request that their physician complete the release forms as soon as they are capable of performing temporary limited duty or have reached maximum medical improvement, whichever occurs earlier. The completed release form should be submitted to his/her supervisor as soon as possible after completion by the treating physician. The employee, at the discretion of the Fire Chief, may be required to return to a TLD assignment within the Fire Department if release for such work is indicated on the form. The nature of the assignment and duration shall be at the discretion of the Fire Chief, taking into consideration the temporary physical restrictions of the employee as identified by the treating physician.
- b. The intent of this provision is to permit the return to work as soon as is medically possible of employees who are affected, as set forth in the above paragraph. Employees shall make every effort to encourage their treating physician to allow them to return to work at the earliest possible time. Nothing herein shall affect the Town's rights under applicable Workers' Compensation Statutes. Further, the parties understand that TLD assignments are assignments other than normal

duties, and it is not the intent that said assignments are to be of a make work or permanent nature. Employees who at any time are determined to be unable to perform the essential functions of their position on a permanent basis shall not be eligible to receive or continue to receive a TLD assignment.

- c. Employees on a TLD assignment who would otherwise be eligible to receive Workers' Compensation payments shall have such time on said assignment count toward eligibility to receive Supplemental Workers' Compensation payments as provided for in Article XIII, Section 13.1.

## **ARTICLE 16 - MILITARY LEAVE**

**Section 16.1** An employee who leaves the Fire Department for military service shall be restored to his position provided he is physically and mentally able to perform the duties thereof and he offers to return to duty within ninety (90) days after date of his discharge. The time spent in such military service shall be included in determining salary advancement and eligibility for promotional examinations. This Article shall not apply to an employee who, because of voluntary recruitment, has been absent from the Fire Department for a period of more than five (5) years in addition to war service or compulsory service.

**Section 16.2 Military Pay Differential:** Employees, who request in writing, shall be granted leave with pay for participation in short term (fifteen [15] calendar days or less) military training in the Federal/Organized Reserves or National Guard per calendar year. In case the employee receives any base pay, the employee's Town salary shall be reduced by that amount for the duration of the leave.

**Section 16.3 Loss of Seniority for Military Duty:** No employee shall lose any seniority standing because of military service in the National Guard or Federal/Organized Reserves.

## **ARTICLE 17 - LEAVE OF ABSENCE WITHOUT PAY**

**Section 17.1** Leaves of absence without pay may be granted to permanent employees on recommendation of the Department Head with the approval of the General Manager for not longer than one (1) year.

**Section 17.2** Request for such leave without pay shall be made, in writing, to the Department Head and shall include a statement of the reasons therefor and of the length of leave requested.

**Section 17.3** During the period of leave without pay, except for military leave, the employee shall not be credited for length of service and shall not be credited with time for purposes of:

- (a) meeting the requirements of a working test period;
- (b) accruing sick leave;

- (c) accruing vacation time.

**Section 17.4** An employee may be reinstated from leave of absence without pay, but without any preferred status from his prior employment, to any position comparable to the position the employee last held with the Fire Department which may be vacant.

**Section 17.5** Any employee who is on leave of absence without pay shall not be paid for any holiday or sick leave during the period of absence. Any vacation time due an employee at the time of taking leave of absence without pay may be paid at that time. Authorized leaves of absences for one (1) month or less should not be used as a basis of reducing employee's benefits.

## **ARTICLE 18 - SHIFT EXCHANGE**

**Section 18.1** **Shift Exchanges:** A shift exchange is defined as an exchange of an entire work period between two (2) employees. Any employee, assigned to a shift as strength, may exchange a work shift with another employee provided:

- 1) Such exchange is between two (2) Firefighters; Firefighter-Paramedics; Lieutenants; Shift Commanders.
- 2) The Chief of Department, or designee, must approve the shift exchange request and such exchange request is received and posted not less than one (1) hour prior to its becoming effective.
- 3) Such exchange does not impose any additional cost to the Town.

In the event an employee working a shift exchange cannot complete the entire shift due to circumstances that may occur, it shall be the responsibility of the employee to arrange for a replacement; and if a replacement cannot be found by the employee, or the employee defers to the Department to locate a replacement, the Department shall hire overtime to provide the strength to which they are entitled and the cost of such overtime shall be deducted from the next overtime compensation due the employee or, if not reimbursed within a thirty (30) day period, through an agreement developed between the Chief's office and Local 1579. In the event of a Workers' Compensation event, the Department shall assume the cost of any overtime required to maintain minimum strength for the remainder of the shift.

If an employee, who is scheduled to work a shift exchange, fails to report to duty; the Department shall, following a ten (10) minute grace period, hire overtime to provide the strength to which they are entitled and the cost of such overtime shall be deducted from the next overtime compensation due the employee or, if not reimbursed within a thirty (30) day period, through an agreement developed between the Chief's office and Local 1579. Employees that fail to report for duty for a shift exchange, may be subject, in addition to the overtime reimbursement provisions, to administrative sanction.

**Section 18.2** **Normal Relief:** A normal relief is defined as an occurrence where one employee reports to duty to relieve another employee less than three (3) hours prior to the normal ending or

less than three (3) hours after the normal beginning of a shift. No paperwork is required for a normal relief of one (1) hour or less (except in the case where one employee stays for another employee where paperwork is required for any length holdover), but a normal relief of more than one (1) hour but less than three (3) hours does require paperwork to be completed and delivered or faxed to the Shift Commander prior to its becoming effective. No exemptions from overtime are granted for normal reliefs.

**Section 18.3 Early Relief:** An Early Relief is defined as an occurrence where one employee relieves another employee three (3) or more hours prior to the normal end of a work shift. Any employee, assigned to a shift as strength, may engage in an early relief provided:

- 1) Such relief is between two (2) Firefighters; Firefighter-Paramedics; Lieutenants.
- 2) The Chief of Department, or designee, must approve the early relief request and such request is received and posted not less than one (1) hour prior to its becoming effective.
- 3) Such relief does not impose any additional cost to the Town.

The employee being relieved early is only entitled to exemption from overtime for the shift following the early relief. The employee doing the relieving is only entitled to exemption from overtime for an overtime that would encroach upon the early relief timespan.

**Section 18.4 Holdovers:** A Holdover is defined as an occurrence where one employee holds over for another employee three (3) hours or more at the normal beginning of a work shift. Any employee, assigned to a shift as strength, may engage in a holdover provided:

- 1) Such holdover is between two (2) Firefighters; Firefighter-Paramedics; Lieutenants.
- 2) The Chief of Department, or designee, must approve the holdover request and such request is received and posted not less than one (1) hour prior to its becoming effective except for a sudden and unexpected emergency in which case a request may be received and posted in under one (1) hour.
- 3) Such holdover does not impose any additional cost to the Town.

The employee requesting the hold over is entitled to an exemption from overtime for the shift preceding the holdover. The employee doing the holding over is only entitled to exemption from overtime for an overtime that would encroach upon the holdover timespan.

## **ARTICLE 19 – UNIFORM ALLOWANCE**

**Section 19.1 Work Uniforms (Class B):** Each employee, upon hire, shall receive a work uniform, as authorized by the Department. The work uniform shall consist of five (5) work shirts, five (5) T-shirts, five (5) work pants which shall be one hundred percent (100%) cotton,

and one (1) foul weather coat. Upon receiving appointment to shift as manpower, employees shall receive five (5) FFR Cotton work pants. Employees shall receive five (5) of the appropriate color work shirts upon promotion and thereafter will fall into the annual allowance policy.

The Department may authorize additional items of uniform apparel for issue or approve the use of personal purchase uniform apparel as specified by the Fire Chief.

Annually, all employees shall be entitled to receive four (4) items, of their choosing, of the work uniform issue. Items included are shirt, pants, job-shirt and other approved items agreed upon by the Department and the Union.

**Section 19.2 Uniforms, Personal Protective Equipment:** The Town shall provide each employee with his or her own protective clothing that meets N.F.P.A. standards. Protective clothing issued to bargaining unit members shall consist of a helmet with company I.D. shield, turnout coat, turnout pants, boots, hood, fire gloves and safety glasses.

Individuals working in the Fire Marshals Office shall be issued additional items required specifically for their positions. Items include but are not limited to: coveralls, hard hat, tool box and other tools specifically needed for the fire investigation.

**Section 19.3 Dress Uniform (Class A):** Employees receiving permanent appointment shall receive a dress uniform as authorized by the Department. The dress uniform shall consist of: Pants, Jacket with authorized patches, shirt, dress cap with insignia, nameplate, badge, tie, and white gloves.

## **ARTICLE 20 - POSITION CLASSIFICATION**

**Section 20.1** There shall be a position classification plan for the Fire Department describing the duties, responsibilities and requirements for each position. Prior to any change in a position description, the Union shall be given the opportunity to be heard and to make suggestions.

## **ARTICLE 21 - MEAL ALLOWANCE**

**Section 21.1** Line personnel shall not be provided a meal allowance or guaranteed an uninterrupted meal break during a shift however employees shall be provided an opportunity to obtain food for meals while on-duty provided such meal does not entail “dine-in” at any establishment. The method and means of obtaining meals shall be determined by policy established solely by the Fire Chief with input received from the Union.

## **ARTICLE 22 - PENSION AND SURVIVOR BENEFITS**

**Section 22.1** The Town of Manchester shall cover all employees of the Fire Department under the Connecticut Municipal Employee’s Retirement Fund B, and they shall contribute toward such Fund B in accordance with its provisions.

**Section 22.2** The Town shall make Survivor's Benefits available to all employees by adopting the provisions of Number 197 of Public Acts of 1965 entitled "An Act Concerning The Policemen and Firemen Survivors Benefit Fund" and the Town and the employees shall each make the contributions required thereunder to said fund. Nothing contained herein shall preclude changes in the Survivorship Benefit Protection provided that any changes are subject to negotiation between the Town and the Union.

## **ARTICLE 23 - INSURANCE**

**Section 23.1** **Insurances:** The Town shall provide and pay for each employee and his eligible dependents except as may be otherwise indicated herein:

- a) A Preferred Provider Option (PPO) Plan, with in-network and out-of-network options - with the employee contributing through payroll deductions, which shall be on a pretax basis as allowed by the Internal Revenue Service Code as provided for in Section 23.6. The PPO Plan will only be offered to employees in the Plan as of July 1, 2016. The following design changes will be made to the Plan:

Effective July 1, 2016, prescription co-pays of \$5/\$20/30.

Effective July 1, 2017, prescription co-pays of \$5/\$20/35.

Effective July 1, 2016, in-patient hospital admission co-pay of \$100; out-patient co-pay of \$50.

Effective July 1, 2017, in-patient hospital admission co-pay of \$200; out-patient co-pay of \$100.

- b) \* OAP 5/10 Plan, formerly a Non Gatekeeper Point of Service (POS), with in-network and out-of-network options with the employee contributing through payroll deductions which shall be on a pretax basis as allowed by the Internal Revenue Service Code as provided for in Section 23.6. The following design changes will be made to the Plan:

Effective July 1, 2016, prescription co-pays of \$5/\$20/30.

Effective July 1, 2017, prescription co-pays of \$5/\$20/35.

Effective July 1, 2016, in-patient hospital admission co-pay of \$100; out-patient co-pay of \$50.

Effective July 1, 2017, in-patient hospital admission co-pay of \$200; out-patient co-pay of \$100.

Effective July 1, 2016, office visit co-pays of \$10.

Effective July 1, 2017, office visit co-pays of \$15.

- c) \*OAP Plus Plan, formerly a Gatekeeper Point of Service (POS), with in-network and out-of-network options with the employee contributing through payroll deductions, which shall be on a pretax basis as allowed by the Internal Revenue Service Code as provided for in Section 23.6. The following design changes will be made to the Plan:

Effective July 1, 2016, prescription co-pays of \$5/\$20/30.

Effective July 1, 2017, prescription co-pays of \$5/\$20/35.

Effective July 1, 2016, in-patient hospital admission co-pay of \$100; out-patient co-pay of \$50.

Effective July 1, 2017, in-patient hospital admission co-pay of \$200; out-patient co-pay of \$100.

Effective July 1, 2016, office visit co-pays of \$10.

Effective July 1, 2017, office visit co-pays of \$15.

- d) Full Service Dental Plan with ninety percent (90%) benefit payment. Employees promoted to a rank above Lieutenant prior to July 1, 2004, shall maintain the Full Service Dental Plan and Rider A with one hundred percent (100%) payment for themselves and their dependents.

- e) An OAP Basic Plan, formerly HMO, with in-network coverage only. The following design changes will be made to the Plan:

Effective July 1, 2016, prescription co-pays of \$5/\$20/30.

Effective July 1, 2017, prescription co-pays of \$5/\$20/35.

Effective July 1, 2016, in-patient hospital admission co-pay of \$100; out-patient co-pay of \$50.

Effective July 1, 2017, in-patient hospital admission co-pay of \$200; out-patient co-pay of \$100.

Effective July 1, 2016, office visit co-pays of \$10.

Effective July 1, 2017, office visit co-pays of \$15.

- f) Effective July 1, 2016, the Town may provide a High Deductible/HSA Plan. For each year of the three year contract, the deductible for the High Deductible/HSA Plan shall be \$2,000 for single coverage and \$4,000 for family coverage. This High Deductible/HSA Plan shall be a voluntary alternative to the Town's other health plans.

Effective July 1, 2016, the Town will fund fifty percent (50%) of the deductible amount for an employee who elects coverage under the High Deductible/HSA Plan. One-quarter of the Town's contribution toward the HSA deductible will be deposited into the HSA accounts on or before July 15, one-quarter will be deposited on or before October 15, one quarter will be deposited on or before January 15, and the remaining quarter will be deposited into the HSA accounts on or before April 15. The parties acknowledge that the Town's contribution toward the funding of the High Deductible/HSA Plan is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible will be funded for actively employed employees.



Employees will contribute to the cost of the High Deductible/HSA Plan through payroll deductions which shall be on a pretax basis as allowed by the Internal Revenue Service Code as provided for in Section 23.6

Effective July 1, 2016, prescription co-pays will apply to prescriptions after the exhaustion of the deductible as follows: \$5/\$20/30.

Effective July 1, 2017, prescription co-pays will apply to prescriptions after the exhaustion of the deductible as follows: \$5/\$20/35.

- \* Providers other than Cigna, if selected pursuant to Paragraph 23.4 below may not be able to provide both the OAP 5/10 and OAP Plus Plans.

**Section 23.2** The Town shall provide and pay for \$15,000 Group Life Insurance for each regular member of the bargaining unit. An additional \$30,000 of Group Life Insurance may be purchased at the employee's expense at rates determined by the Town. In addition, the initial Group Life coverage to which the employee is entitled to shall contain a double indemnity clause.

For employees in a rank above Lieutenant on October 14, 2008, the Town shall provide and pay for Group Life Insurance in the amount of \$100,000 and an additional \$25,000 may be purchased at the employee's expense at rates determined by the Town. In addition, the initial Group Life coverage to which the employee is entitled to shall contain a double indemnity clause.

**Section 23.3 Retiree Insurances & Cost Sharing:** The Town shall provide and pay for the following insurance for an employee and their spouse of record at the time of retirement, except as otherwise specified, who has retired in accordance with the provisions of Plan B of the Connecticut Municipal Employees Retirement Fund (Retirement Fund) after completion of twenty-five (25) years of service with the Town Fire Department, which may include military service time as provided for in said Retirement Fund, or who has received a disability retirement as the result of a work-related injury.

- a) Group retiree supplemental coverage
- b) Life insurance in the amount of \$4,000 for the retired employee only

Retired employees under the age of 65 shall receive the same medical coverage specified in Section 23.1(a)-(c) for active employees of the Unit, until they reach age 65 at which time they shall be provided the medical insurances listed above. Said employees will be allowed an annual open enrollment period to switch between insurance plans. If an employee on disability retirement is receiving insurance benefits under this Section and becomes employed elsewhere and is eligible to receive or purchase insurance benefits of any type from his new employer or dies, then the Town shall have no further obligation to the employee or his spouse to provide said insurance benefits from the date of said new employment regardless of the employee's future employment status or the date of death. Employees on disability retirement shall be required to notify the Town immediately if they secure employment which provides benefits.

An employee retiring after July 1, 1998, who was employed prior to May 1, 1997, and who is eligible for retiree health benefits, shall be required to co-pay for health insurance benefits at the rate of seventy-five percent (75%) of the yearly amount active employees are paying at the time of retirement except as otherwise provided for herein. Employees who retire after July 1, 2002 shall cost share one hundred percent (100%) of the yearly amount active employees are paying at the time of retirement except as otherwise provided for herein. The manner in which said co-payments are made shall be specified by the Town.

For employees hired after July 1, 2005, they shall not be able to receive the mentioned insurance coverage for their spouse of record when they retire.

Upon retirement, employees may not elect the PPO insurance coverage unless the retiree has an out of state permanent residence and the PPO insurance is needed for portability.

1. Employees hired prior to July 1, 2005, are eligible to select the PPO when they move out of the State of Connecticut. The retiree shall pay the same cost sharing rate that an active member was paying for the PPO at the time that they retired. Said employees (those hired prior to July 1, 2005) that remain in the State of Connecticut and choose the PPO insurance coverage, shall pay the same cost sharing amount that an active employee pays.
2. For those hired on or after July 1, 2005, who select the PPO when they move out of the State of Connecticut, the retiree will also be required to pay the difference between the Town's contribution for the PPO and the Town's contribution for the Non-Gatekeeper POS at the time of retirement.

The spouse of an employee above the rank of Lieutenant on October 14, 2008, shall be eligible upon the death of the employee either as an active or retired employee to purchase individual health insurance coverage from the Town at the Town's COBRA rate, with no additional cost to the Town, up to the date of Medicare eligibility.

**Section 23.4 Insurance Networks:** All employee insurances referred to in this section shall be those specifically named or similar benefits and co-pay arrangements provided through alternative health insurance benefit carrier provided that the size of service network offered must be at least seventy-five percent (75%) of that currently offered. The following will be excluded in determining whether a plan is similar or not: out-of-state reciprocal arrangements for routine care (non-emergencies) for POS and other HMO platforms, claims processing and payment methods and plan documents and language.

Notwithstanding the above, the basic benefits as outlined in the benefit plan matrix attached as Appendix VII to this Agreement as may be amended by the parties shall be equal to or better, in accordance with this section, should health benefits be provided for by an alternative health insurance carrier.

**Section 23.5** The Town reserves the right to implement Cigna’s Managed Benefits Program. If any similar cost-containment program offered by a different company is to be utilized by the Town, the Town shall discuss the program with the Union prior to implementation.

**Section 23.6 Active Employee Cost Sharing:** Employees shall authorize contributions through payroll deductions in an amount as listed below per employee per year toward the cost of those insurances identified in Section 23.1(a)-(c) and (e) and (f) of this Article.

<u>Effective and Retroactive to July 1, 2016</u>	
<u>Insurance Type</u>	<u>% of Insurance Cost</u>
PPO	20.5%
OAP 5/10	17%
OAP Plus and OAP Basic	13%
HDHP/HSA	11%

<u>July 1, 2017</u>	
<u>Insurance Type</u>	<u>% of Insurance Cost</u>
PPO	21.5%
OAP 5/10	18%
OAP Plus and OAP Basic	14%
HDHP/HSA	12%

<u>July 1, 2018</u>	
<u>Insurance Type</u>	<u>% of Insurance Cost</u>
PPO	22.5%
OAP 5/10	19%
OAP Plus and OAP Basic	15%
HDHP/HSA	13%

**ARTICLE 24 - WAGES**

**Section 24.1 Wages:**

The increase for the contract period effective and retroactive to July 1, 2016 shall be two and one quarter percent (2.25%).

The increase for the contract period effective July 1, 2017 shall be two percent (2%).

The increase for the contract period effective July 1, 2018 shall be two percent (2%).

Effective and retroactive to July 1, 2016, the Job Class Code T960 Battalion Chief 8.0 will receive a “day pay incentive” as set forth in Section 24.5.

Effective upon signature of the 2016-2019 Agreement, the Job Class Code T960 Battalion Chief 8.0 will be eligible for overtime compensation for hours worked above forty (40) hours per week for administrative duties when pre-approved by the Chief or his designee.

Promotion

An employee who is promoted to Deputy Fire Marshal or Fire Marshal shall be placed on the step of the salary schedule which gives him or her an increase in salary.

**Section 24.2 Longevity:** Each employee who qualifies shall receive longevity pay in accordance with the following schedule:

10 years .....	\$100.00
15 years .....	\$200.00
20 years .....	\$400.00

Effective with the first longevity payment following October 14, 2008, Battalion Chiefs and Deputy Chiefs shall receive longevity pay in accordance with the above schedule.

Said longevity payments shall be paid in two (2) installments; May and November each year. Employees hired after July 1, 2002 shall not be eligible to receive longevity pay.

**Section 24.3** Employees who receive a degree in Fire Science, Fire Technology or Paramedic studies while employed by the Town will be granted an additional Two Hundred Dollars (\$200) per year for an Associate’s Degree, and Four Hundred Dollars (\$400) per year for a Bachelor’s Degree, except as provided for in Article XIV, Section 14.1(g) of this Agreement. Employees who complete fifty percent (50%) of course work toward an Associate’s Degree in Fire Science, Fire Technology, or Paramedic studies after July 1, 1994, shall receive One Hundred Dollars (\$100) per year, provided the employee demonstrates to the Town good faith efforts toward achieving an Associate’s Degree. Said payments shall be paid in two (2) installments - November and May of each year. Employees receiving said pay as of July 1, 1994 shall continue to receive degree pay.

**Section 24.4 Medical Bonuses:** Firefighters with EMT responsibilities and Paramedic responsibilities shall receive the same base rate. However, employees with EMT responsibilities shall receive a bonus of five hundred dollars (\$500) each year.

Employees with Paramedic responsibilities shall receive a bonus each year in accordance with the following schedule:

years two & three .....	\$1,500.00
years four, five & six .....	\$2,000.00
years seven-ten.....	\$2,500.00
year eleven & over .....	\$3,000.00

Effective July 1, 2014, the year eleven & over bonus is \$4,000.00

Employees must have their certification prior to the payment date to receive said bonus pay. Said bonus payment is for the last six (6) months of work. Said payments will be paid in two (2) installments; December (for June 1<sup>st</sup> through November 30<sup>th</sup>) and June (December 1<sup>st</sup> through May 31<sup>st</sup>) of each year and shall be prorated for the number of full months worked during the period covered.

Said bonuses include any changes to the current curriculum for EMT Certification and Paramedic Licensure.

Individuals working in the Fire Marshal’s Office shall continue to receive their medical bonuses as listed above for the EMT level only.

Effective with the first payment following October 14, 2008, eligible Battalion Chiefs and Deputy Chiefs shall receive medical bonuses in accordance with the above schedule.

**Section 24.5** **Day Pay Incentive:** Fire Inspectors and Battalion Chief Support Service Officers shall receive a Day Pay bonus as follows:

Upon appointment	\$100.00 bi-weekly
Year 2	\$200.00 bi-weekly
Year 3 and above	\$300.00 bi-weekly.

## **ARTICLE 25 - MISCELLANEOUS**

**Section 25.1** The Town shall provide each present employee and each new employee hired during the life of this Agreement with a copy of this Agreement.

**Section 25.2** The Town shall permit the reasonable use of all bulletin boards located in each firehouse by the Union for the posting of notices concerning Union business and activities.

**Section 25.3** All administrative orders shall be made in writing; except in the case of an emergency, such orders may be made verbally. Whenever such an order is made verbally, it shall be followed by a written order verifying same within seven (7) days after the date of which such verbal orders are issued.

**Section 25.4** The Fire Chief shall have the ability to administratively reassign members anytime during the year to balance shift strength. Whenever a vacancy exists in a firehouse due to termination, retirement, or for any other reason except for vacancies of Fire Inspector, Battalion Chief or Deputy Chief, the members of the bargaining unit shall have the privilege of

bidding on the position. Positions will be filled by the Fire Chief with due consideration for the expressed wishes and seniority (as set forth below) of the bidders, consistent with the best interest of the operations of the Fire Department. The Fire Chief shall post the vacancy for ten (10) days after which bidding will close. The Fire Chief will select from the pool of bidding candidates to fill the vacancy. In making his selection for assignment, the Fire Chief will consider the following criteria: experience; credentials; training; and work history. The bidder with the most seniority will be selected when the Fire Chief deems that all other factors are equivalent. Seniority for purposes of this section will be based on seniority in classification for which there is a vacancy. Bidding will be initiated annually in September, unless mutually agreed upon between the Department and Union. If no one bids on the position, the Fire Chief shall assign the member of his choice. Once the bid has been awarded by the Fire Chief, it will be for a period of not less than one (1) year, with exception to be designated by the Fire Chief. New employees of the Department shall be assigned to a shift and considered part of the staffing levels, as defined by Article 7, Sections 7.1-7.3, after a reasonable training period. The length and content of said training program shall be determined by the Fire Chief. Firefighter-Paramedics shall be allowed to bid on any vacant Firefighter position once they are within six (6) months of completion of their commitment to said position.

In the case of vacancies in the Battalion Chief or Deputy Chief positions, the Fire Chief shall, in his sole discretion, assign current or promoted officers to the vacant positions.

**Section 25.5** Members of the bargaining unit shall receive proper notification of all vacancies prior to the filling of these positions.

**Section 25.6** All uniformed employees of the Fire Department shall be required to have a physical examination on an annual basis. The content of the physical examination shall be in accordance with the schedule attached as Appendix III. In addition, employees shall have their physician complete Appendix III and return the document to the Town's Fire Chief. The employee agrees that if the doctor refuses to sign said document, then the Town is eligible to receive medical records of the employee as they relate to the employee's duties in the department and to discuss the case with the employee's physician. The cost of such physical shall be processed through the employee's insurance coverage. Costs for said physical which exceed that provided for by the insurance plan, or for the cost of tests not specified in Appendix III, shall be the responsibility of the employee.

**Section 25.7** An employee who is granted approved leave under a provision of the Contract shall not be subject to work any portion of the date requested off.

**Section 25.8 Medical Commitments:** All bargaining unit members, excluding ex-firefighter-paramedics, shall be required to maintain EMT certification throughout their career. Firefighters who previously had Paramedic responsibilities for the Department must maintain medical certification to a minimum level of EMT, after leaving the medic program. This can be accomplished by maintaining their paramedic license. It shall be the employee's responsibility to provide the Department with their annual license renewal in a timely manner. The Department will pay the State directly for the cost of the license renewal. As an alternative, ex-

firefighter-paramedics may choose to secure an EMT certification at their own expense. At no time is a lapse in medical certification allowed during this transition.

Firefighters-Paramedics hired after July 1, 1990, shall be required to remain in that assignment for a minimum of six (6) years from the date of their appointment to the shift as a Paramedic, unless reassigned by the Fire Chief.

Firefighters-Paramedics hired after May 1, 1997, shall be required to remain in that assignment for a minimum of seven (7) years from the date of their appointment to the shift as a Paramedic, unless reassigned by the Fire Chief. Employees wishing to be relieved from paramedic responsibilities after serving the minimum time required must provide the Fire Chief six (6) months' notice. The Town shall be responsible for providing ongoing training, as required for the maintenance of EMT and Paramedic certification.

Firefighter-Paramedics hired after July 1, 2002 shall be required to remain in that assignment for a minimum of ten (10) years from the date of their appointment to the shift as a Paramedic, unless reassigned by the Chief as provided for below. After the ten (10) year commitment period employees desirous of being released from Paramedic responsibilities shall notify the Fire Chief or his designee six (6) months prior to the end of the commitment period that they do not desire to continue as a Firefighter-Paramedic and they shall be allowed to do so as soon as possible after said time provided that such release does not negatively impact the ALS service delivery levels or staffing levels established by the Department.

Firefighter-Paramedics working within a commitment period, who present compelling evidence to the Chief which at the employee's request may include involvement of Union representatives, that they require a rehabilitation period, may at the sole discretion of the Fire Chief or his designee be temporarily released from Paramedic responsibilities for a period of time which shall not normally exceed a total of three (3) months during their commitment period except when in the sole discretion of the Fire Chief or his designee additional time is warranted. The length of any individual rehabilitation period shall be determined by the Chief or his designee. The total rehabilitation time will not be added to the total commitment time of the employee.

Firefighter-Paramedics working within a commitment period, who after completing their rehabilitation period, feel they are not capable of returning to work as a Firefighter-Paramedic for medical reasons may request of the Chief separation from Paramedic responsibilities altogether. The Chief may require that the employee undergo a fitness for duty evaluation regarding paramedic and firefighting responsibilities, the nature and provider of such service to be determined by the Fire Chief or his designee. If the fitness for duty evaluation determines that the employee can return to duty as a Paramedic he/she shall be required to do so immediately. If the fitness for duty evaluation determines the Paramedic cannot return to duty as a Paramedic, the employee shall resign his/her employment with the Department and may seek a service or non-service connected disability at their personal discretion unless there exists at the time of the determination a vacancy in a position as a Firefighter and it is determined by the fitness for duty evaluation that the employee is currently capable of performing the duties of the position.

**Section 25.9** There shall be no smoking allowed in Fire Department buildings, there shall be no smoking allowed in any Fire Department apparatus or staff vehicles.

**Section 25.10** A Joint Labor Management Safety Committee shall be established and operate according to mutually agreed upon bylaws. All members shall be compensated for actual time in attendance at meetings. The Committee Secretary shall be compensated one (1) additional hour per meeting to generate and distribute minutes of each meeting. The Safety Committee shall operate under the jurisdiction of the Chief/Executive Board forum.

**Section 25.11** The Town and Union agree to incorporate within the Department the Fire Service Joint Labor Management (IAFF/IAFC) Wellness/Fitness Initiative. A Joint Labor Management Wellness Committee shall be established and operate according to mutually agreed upon bylaws. The Wellness Committee shall operate under the jurisdiction of the Chief/Executive Board forum.

**Section 25.12** Notwithstanding any other provisions of this Agreement, no bargaining unit member will be eligible to exchange positions (swap) or be eligible for an overtime shift if such exchange or overtime results in the employee working in excess of forty-eight (48) continuous hours. A minimum of a ten (10) hour rest period is required preceding or following a forty eight (48) hour continuous work period.

**Section 25.13 Linen:** Station issue: Each station shall be issued a total of five (5) standard sets of supplemental linen, which shall be replenished as needed. Each station shall be issued one (1) dozen kitchen towels and 5 bath towels annually. The department shall maintain sufficient stock to satisfy emergency replacement items to personnel or stations.

Maintenance: The department will provide laundering capability (washer/dryer) in each station. The department will provide for laundry detergent and bleach sufficient to maintain uniforms and linen.

Personnel are responsible to launder their personal issue uniforms and linens.

**Section 25.14 Submission of Time Off Requests:** Employees may submit all forms of authorized leave in an agreed upon manner which may include the use of proxy. It is the Employee's responsibility to ensure that their time off requests are approved. Requests for time off submitted for the next shift will require direct contact with the Shift Commander or his designee.

**Section 25.15** All Chief-level Officers and personnel assigned to the Fire Marshal's Office shall be required to carry cellphones.

**Section 25.16 Vehicle Assignments:** The assignment of a vehicle to any employee shall be subject to the Town's vehicle use policy. The Town reserves the right to discontinue assignment of a vehicle.



**Section 25.17** Personnel promoted to Battalion Chief positions, who are not assigned to the Fire Marshal's Office, are assigned to serve as Shift Commander, Training Officer or EMS Officer at the sole discretion of the Fire Chief.

**Section 25.18** The Fire Chief has sole authority to transfer Battalion Chiefs working as Shift Commanders, Training Officer or EMS Officer, not assigned to the Fire Marshal's Office, to another position within the aforementioned group.

**Section 25.19** Positions in the Fire Marshal's Office and positions in Operations, regardless of rank, are not transferable. An individual interested in moving between the Fire Marshal's Office and Operations, in either direction, must test in a competitive promotional process for the desired position in order to be considered.

**Section 25.20** A Fire Inspector would be able to return to a firefighter's position in operations if there is a vacant position for the employee.

## **ARTICLE 26 - RESIDENCY**

**Section 26.1** **Residency:** Up to seventy-five percent (75%) of the Firefighters covered by this Agreement must live within twenty-four (24) miles from the Central Fire Headquarters. The remaining twenty-five percent (25%) of the Firefighters covered by this agreement shall not have any residency restriction. A map is attached to this Agreement showing the radius requirements. Firefighters shall provide the Fire Chief with their home addresses upon his request so that he may monitor this section of the Agreement. Requests to live outside the twenty-four (24) mile radius must be submitted to the Fire Chief in writing. Approval must be granted by the Fire Chief prior to any Firefighter residing outside of the radius area. His approval will be based solely on insuring that there is no more than the specified percentage of Firefighters residing outside of the stated limits at that time. The Fire Chief's response shall be in writing as to whether the employee meets the provisions of this Section.

## **ARTICLE 27 - EDUCATION/TRAINING**

**Section 27.1** **Tuition reimbursement:** Employees hired after July 1, 1994, who opt for tuition reimbursement, pursuant to the terms of this Section, will not be eligible for college degree incentive pay as provided for in Article XXIV, Section 24.3 of this Agreement. Employees who leave the Town employ for any reason, except retirement, within three (3) years of being reimbursed under this Section, shall have deducted from any payouts for which the employee is eligible under Article XI, Section 11.4 and Article XII, Section 12.4 of the Agreement, the total amount of tuition reimbursement received under this Section.

**Section 27.2** **Recruit School:** When a new employee(s) is sent to recruit school, the Department shall pay for all the necessary tuition and books.

**Section 27.3** **Fire Schools - Non College:** To attend professional conferences or take courses of study, all of which will contribute to or increase the knowledge of the employee with regard to

the current job or position as determined by the Fire Chief, the Town shall pay for necessary books and tuition, taking into consideration budgetary limitation, as approved for by the Fire Chief. Such approval for reimbursement must be received in advance of taking the course and approval will be granted only where budgeting provision has been made for the above-mentioned purpose and the provided the employee receives a passing grade/certificate. The procedure is identified in the Department GOG.

**Section 27.4 Fire Related Degrees:** To attend college and take courses of study, all of which will contribute to or increase the knowledge of the employee with regard to the current job or position as determined by the Fire Chief, the Town shall pay for necessary books and tuition, taking into consideration budgetary limitation, as approved for by the Fire Chief. Such approval for reimbursement must be received in advance of taking the course and approval will be granted only where budgeting provision has been made for the above-mentioned purpose and the provided the employee receives a grade of “C” or better. The procedure is identified in the Department GOG.

**Section 27.5 Paramedic Degree / Initial Certification (Licensing):** To attend the paramedic certificate course/degree, all of which will contribute to or increase the knowledge of the employee with regard to the current job or position as determined by the Fire Chief, the Town shall pay for necessary books and tuition, taking into consideration budgetary limitation, as approved for by the Fire Chief. Such approval for reimbursement must be received in advance of taking the course and approval will be granted only where budgeting provision has been made for the above-mentioned purpose. The procedure is identified in the Department GOG.

## **ARTICLE 28 - MANAGEMENT RIGHTS**

**Section 28.1** Except as otherwise abridged or modified by any provision of this Agreement, it is the right of the Town, acting through its departments and agencies to: determine the standards of selection for employment; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of governmental operations; determine the methods, means and personnel by which the Town’s operations are to be conducted; determine the content of job classifications; exercise complete control and discretion over its organization and the technology of performing its work; and fulfill all of its legal responsibilities. The above rights, responsibilities and prerogatives are inherent in the Board of Directors and the General Manager by virtue of statutory and Charter provisions and cannot be subject to any grievance or arbitration proceeding except as specifically provided for in this Agreement.

**Section 28.2** All benefits, rights and privileges enjoyed by employees prior to entering in this Agreement which are not specifically provided for or which are not relinquished or abridged by or in conflict with the other provisions of this Agreement, are hereby made a part of and protected by this Agreement.

**ARTICLE 29 - NONDISCRIMINATION CLAUSE**

**Section 29.1** Neither the Town nor the Union shall discriminate against any employee covered by this Agreement in a manner which would violate any applicable laws because of race, creed, color, handicap, national origin, age or sex.

**ARTICLE 30 - DURATION**

**Section 30.1** This Agreement shall take effect on July 1, 2016, except as otherwise specified herein, and shall remain in effect until June 30, 2019. Either party wishing to terminate, amend, or modify such Agreement must notify the other party, in writing, not more than one hundred and eighty (180) days nor less than one hundred and fifty (150) days prior to such expiration date and within thirty (30) days of the receipt of such notification by either party, a conference shall be held between the Town and Union Negotiation Committee for the purpose of discussing such amendment, modification or termination.

**Section 30.2** The term of this Agreement does not prevent reconsideration of any provisions herein because of changed conditions or need for clarification where both parties agree to such reconsideration to include Memorandums of Understandings (MOU's).

In witness whereof, the parties have caused their names to be signed on this 1<sup>st</sup> day of ~~February~~, 2017.  
*March*

TOWN OF MANCHESTER

LOCAL 1579, IAFF, AFL-CIO

By *Scott Shanley*  
Scott Shanley  
General Manager

By *Angelo Alleano*  
Angelo Alleano  
President

*Dede Moore*  
Witness

*Carl P. [Signature]*  
Witness

**APPENDIX A**

**EXCHANGE OF WORK PERIOD**

I, \_\_\_\_\_ will be working for \_\_\_\_\_  
(person working, print) (person off, print)

on \_\_\_\_\_ Day/Night.

Full Shift Exchange       Early Relief (1-3 hrs)       Holdover (less than 3 hrs)  
From: \_\_\_\_\_ To: \_\_\_\_\_      From: \_\_\_\_\_ To: \_\_\_\_\_

Early Relief (3+ hrs. with Exemptions)       Holdover (3+ hrs. with Exemptions)  
From: \_\_\_\_\_ To: \_\_\_\_\_      From: \_\_\_\_\_ To: \_\_\_\_\_

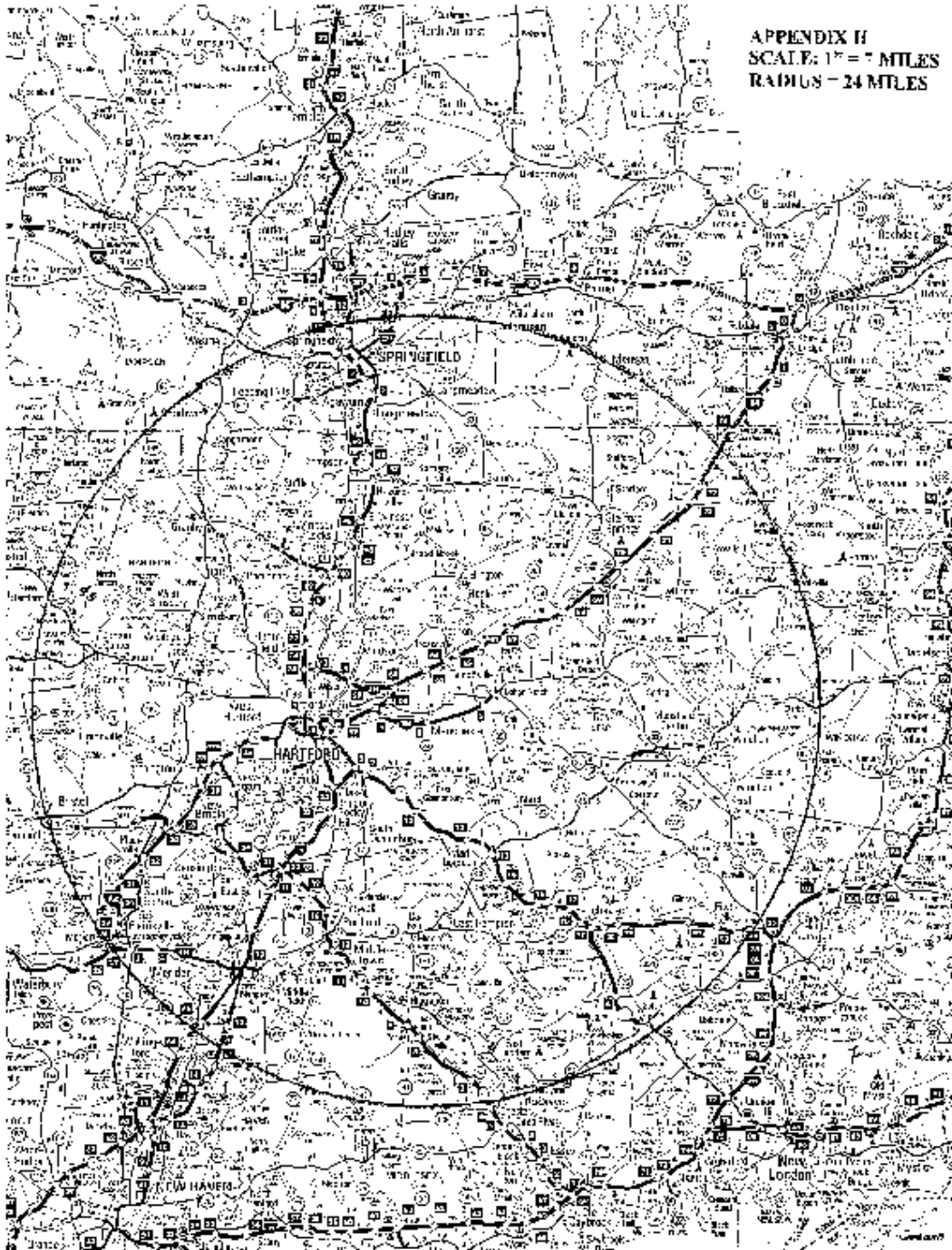
- 1) We, the above, certify that no overtime has been assigned to us on this day.
- 2) MFRE will not assume any responsibility for a shift exchange.
- 3) All exchanges must be made in accordance with the Contract, Article XVIII and final responsibility rests with the person who agreed to work on that shift.

Date Submitted: \_\_\_\_\_ Date Approved: \_\_\_\_\_ Approved By: \_\_\_\_\_

Submitted By: \_\_\_\_\_

**APPENDIX B**

**MAP-RESIDENCY/RADIUS REQUIREMENTS**



**APPENDIX C**

**PHYSICAL EXAMINATION**

TO: Examining Physician

The patient giving you this letter is an employee of the Town of Manchester Fire Department and, as such, is required under the collective bargaining agreement to have a physical examination. Attached is a physical examination schedule which indicates the contents of the physical.

We ask that you complete and sign this form. Please return it to: Town of Manchester, Fire Department, 75 Center Street, P.O. Box 191, Manchester, CT 06045-0191 - c/o Fire Chief. A copy of this form will be sent to the President of the Town Fire Union, or his designee, and the Manchester Health Department.

I, \_\_\_\_\_, have examined \_\_\_\_\_ on \_\_\_\_\_  
Doctor's Name Employee's Name Date

in accordance with the attached physical examination schedule. In addition, I have examined the employee's job description and have determined that the employee is medically able to perform the duties of the position including, but not limited to, the use of a respirator.

\_\_\_\_\_  
Doctor's Signature

Attachment

Rev. 5/02

**TOWN OF MANCHESTER**  
**ANNUAL PHYSICAL EXAMINATION CRITERIA FOR FIRE PERSONNEL**

The Annual Physical Examination for Fire Personnel shall consist of the following:

Comprehensive health history

Vision - Snellen eye chart and Ishmahara color chart.

Hearing -Audiometric test to be done to comply with OSHA standard 1910.95,

Occupational Noise Exposure

Blood pressure - Blood pressure greater than or equal to 140/90 is considered elevated reading.

Weight - proportionate to height.

Routine urinalysis - Dipstick and microscopic examination

Review of chemical substance use (including cigarettes).

Physical examination including the following systems review:

Skin	Cardio-respiratory	Hematologic
Eyes	Gastro-intestinal	Habits
Ears	Genito-urinary	Psychiatric
Nose	Extremities	Neuromuscular
Mouth	Bones / joints	Reproductive
Throat	Breasts	Lymphatic
Neck		

Assessment of cardiovascular risk factors to include weight, smoking, cholesterol level, dietary use of sodium and fats, sedentary lifestyle, blood pressure, stress.

Blood work - serum calcium, phosphorus inorganic, serum glucose, urea nitrogen, BUN, uric acid, total cholesterol, HDL and LDL, total protein, albumin, globulin, total bilirubin, total alkaline Phosphatase, total LDH, SGOT/AST, SGPT/ALT, sodium, potassium, chloride, carbon dioxide, triglycerides, white blood cell count, red blood cell count, hemoglobin, hematocrit, MCV, MCH, MCHC, RDW, platelet count, lymphocyte %, mononuclear %, granulocytes %, RBC morphology, TSH.

Cancer Screens: Stool for guiac; Sigmoidoscopy as recommended by American Cancer Society; Annual Pap smear and Clinical Breast Examination for females, Mammograms as recommended by American Cancer Society; PSA as recommended by your physician.

Annual Resting EKG

Chest x-ray 2 views. (Recommended every 3 years, required every 5 years)

Completion of mandatory OSHA Respirator Medical Evaluation Questionnaire to comply with OSHA standard 1910.134 Respiratory Protection and annual Spirometry.

Stress test as recommended by your physician.

\*Additional testing as recommended by examining physician.

## APPENDIX D

### TEMPORARY LIMITED DUTY EXPLANATION PACKAGE

The Temporary Limited Duty (TLD) explanation package includes the following:

- (a) Doctor's evaluation form, filled out and signed by the employee.
- (b) The current job description of the employee.
- (c) List of the examples of limited duty tasks available.

The purpose of the TLD package is to provide the treating physician with correct information as to the present duties of the employee and examples of available limited-duty tasks. The response of the treating physician will be evaluated; and if the physician has indicated that the employee is temporarily not able to return to his regular position but is physically able to perform temporary limited-duty assignments, he/she will be required to report for limited duty, subject to the determination of the Fire Chief as to the Department's needs. TLD assignments shall to the extent possible be related to the type of work normally performed by the employee.

TLD assignments are temporary and will be discontinued if any of the following occur:

- (a) The treating physician returns the employee to full duty with no restrictions.
- (b) The treating physician temporarily prohibits the employee from continuing with a limited-duty assignment.
- (c) There are no longer available tasks within the Department that will accommodate the employee's capabilities and restrictions.
- (d) The treating physician indicates that the employee has reached maximum medical improvement and will not be able to return to his prior position.
- (e) An employee has been on temporary limited duty for a period of eight (8) months. (The eight-month period may be extended at the discretion of the Fire Chief.) The Fire Chief will be sole determinant for ruling on the extension of the eighth-month period.



**DOCTOR'S FORM**  
**WORK FITNESS EVALUATION**  
**FOR**  
**FIRE UNION LOCAL 1579 PERSONNEL**

The Town of Manchester Fire Department requests that the information below be completed by the attending physician pertinent to the capabilities of our employee as a result of his /her illness or injury which occurred on \_\_\_\_\_.

A description of a significant physical requirement implicit in Fire personnel's job description which is attached for your review in order to determine if

- (a) The employee can return to work with no restrictions to performance of his duties.
- (b) The employee can return to work and perform tasks similar to those specified on the form entitled "Examples of Limited-Duty Tasks."
- (c) The employee may not return to work until release from doctor's care.
- (d) Employee has reached maximum medical improvement and physical restriction preclude the employee from being able to return to his prior position.

If there are any questions on the employee's job responsibilities, please call the employee's department and speak to \_\_\_\_\_ at \_\_\_\_\_.  
(Supervisor)

**DOCTOR'S CERTIFICATE FOR WORK AUTHORIZATION**

Employee's name: \_\_\_\_\_

Employee's occupation/job title: \_\_\_\_\_

Physician name: \_\_\_\_\_

Date of exam/treatment: \_\_\_\_\_  
day/month/year/hour

Date of accident: \_\_\_\_\_

How long have you been the treating physician: \_\_\_\_\_

Restriction on employee's activities:  
\_\_\_\_\_  
\_\_\_\_\_

After reviewing the job description and examples of limited-duty tasks, employee can:

- (a) Return to normal duties with no restrictions: yes  no
- (b) Can return to work and perform tasks similar to those checked on the form entitled "Examples of Limited-Duty Tasks": yes  no
- (c) Cannot return to work and perform any task until release from doctor's care: yes  no
- (d) Date employee can return to limited-duty work: \_\_\_\_\_  
m/d/y
- (e) Expected date at which time the employee can return to full duty:  
\_\_\_\_\_  
m/d/y
- (f) Next follow-up visit scheduled: \_\_\_\_\_  
m/d/y

I, \_\_\_\_\_, hereby authorize release of the above information to the Town of Manchester Fire Department and its authorized representatives.

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Examining Physician

\_\_\_\_\_  
Date

**EXAMPLES OF TEMPORARY LIMITED-DUTY ASSIGNMENTS  
FOR FIRE UNION LOCAL 1579 PERSONNEL**

This list is not to be construed as being all inclusive and other assignments at the discretion of the Fire Chief may be developed.

- \* Clean the Watchroom
- \* Answer Telephones
- \* Pick Up/Make Deliveries
- \* Pick Up/Deliver Apparatus
- \* Fit Testing
- \* Deliver Equipment to Fire Scenes
- \* Special Projects
- \* Training
- \* Administrative Tasks/Assignments
- \* Data Entry (if qualified)
- \* Various Clerical Duties as Needed
- \* Inventory / Supplies
- \* Filing

## **APPENDIX E**

### **SUBSTANCE ABUSE POLICY**

The Town has a vital interest in maintaining a safe and healthy working environment in which all employees may perform in a productive manner. The Town also has a commitment to its citizens, residents, visitors, and the community in which it operates and where our employees and families live. The illegal use, possession, distribution, purchase or sale of controlled substances is prohibited. Violation of this policy will subject employees to severe discipline which may include immediate termination. Nothing in this policy shall preclude disciplinary action against an employee who is involved in any drug or alcohol related misconduct. The matter may also be reported to the appropriate law enforcement agencies. Employees will notify management within five (5) days of arrest for a criminal drug law offense regardless of where or when it may occur. Employees will notify management prior to reporting for next duty shift for any loss of driving privileges. The Town and Union in agreeing to this Policy desire to protect the vast majority of employees who do not misuse controlled substances and to ensure that the Town's interests are properly safeguarded. This policy will be implemented in a manner that will comply with all applicable Federal and State laws.

#### **Section 1– Employee Assistance Program (EAP)**

1. Any member who feels that he/she has developed an addiction to, dependence upon, or problem with alcohol or drugs, legal or illegal, is encouraged to seek assistance. Entrance into the EAP can occur by self-referral, recommendation, or referral by a Supervisor.
2. Requests for assistance through “recommendation” or “Supervisor referral” will be confidential. “Self-referral” confidentiality will be maintained between the individual seeking help and employee assistance personnel.
3. Member progress will be monitored by the Fire Chief, or in his absence, the Assistant Chief.
4. Rehabilitation, itself, is the responsibility of the employee. For employees enrolled in a formal treatment program, the Department will grant rehabilitation leave through the use of accumulated sick leave.
5. To be eligible for continuation of employment on a rehabilitation basis, in accordance with the language above, the employee must have been employed by the Department for at least one (1) year; must maintain at least weekly contact with the Fire Chief, or in his absence, the Assistant Chief; and must provide certification that he/she is continuously enrolled in a treatment program and actively participating in that program.
6. Upon successful completion of an approved treatment program, the employee will be returned to active status without reduction of pay, grade or seniority.

## **Section 2 - Alcoholic Beverages**

1. No alcoholic beverages will be brought into or consumed upon Fire Department premises. The Fire Department will invoke appropriate disciplinary action for any violations.
2. Drinking, or being under the influence of alcoholic beverages, while on duty is cause for suspension or termination.
3. Any member whose off-duty use of alcohol which results in an inability to perform all duties required of said member in a satisfactory manner while on duty may be offered at the sole discretion of the Fire Chief, or in his absence, the Assistant Chief, an opportunity to participate in the EAP for rehabilitation in lieu of disciplinary action being taken. In the event the member refuses or fails rehabilitation, disciplinary action for the violation committed may be imposed at the discretion of the Fire Chief.
4. Because possessing a valid driver's license is a condition of employment, the loss of driving privileges imposed on an employee by this or another agency due to use of alcohol or controlled substances, shall result in loss of ability to fulfill conditions of employment and such employee shall not be entitled to work until driving privileges are reinstated.
5. A valid work permit issued by the State of Connecticut that allows the employee to drive to and from work as well as drive apparatus will be considered as fulfilling the condition of employment as stated above.

## **Section 3 - Prescription Drugs**

1. No prescription drug shall be brought upon Department premises by any person other than the person for whom the drug is prescribed by a licensed medical practitioner, and shall be used only in the manner, combination and quantity prescribed. Employees shall notify the Chief, or in his absence, the Assistant Chief, if there are any job-related restrictions related to the use of prescribed drugs.
2. Any member whose abuse of prescription drugs results in an inability to perform all duties required of said member in a satisfactory manner may be offered, at the sole discretion of the Fire Chief, or in his absence, the Assistant Chief, an opportunity to participate in the EAP for rehabilitation in lieu of disciplinary action being taken. In the event the member refuses or fails rehabilitation, disciplinary action for the violation committed may be imposed at the discretion of the Fire Chief.
3. Because possessing a valid driver's license is a condition of employment, the loss of driving privileges imposed on an employee by this or another agency due to use of alcohol or controlled substances, shall result in loss of ability to fulfill conditions of employment and such employee shall not be entitled to work until driving privileges are reinstated.

4. A valid work permit issued by the State of Connecticut that allows the employee to drive to and from work as well as drive apparatus will be considered as fulfilling the condition of employment as stated above.

#### **Section 4 – Illegal Drugs**

1. The use of an illegal drug, or controlled substance, or the possession of such substance by an employee, while said member is on duty, is cause for suspension or termination.
2. Any member whose use of illegal drugs or controlled substances, off duty, which results in an inability to perform all duties required of said member while on duty in a satisfactory manner may be offered at the sole discretion of the Fire Chief, or in his absence, the Assistant Chief, an opportunity to participate in the EAP for rehabilitation in lieu of disciplinary action being taken. In the event the member refuses or fails rehabilitation, disciplinary action for the violation committed may be imposed at the discretion of the Fire Chief.
3. The sale, trade, or delivery of illegal drugs or controlled substances by a member, on or off duty, to another person is cause for suspension or termination, and for referral to law enforcement authorities.
4. Because possessing a valid driver's license is a condition of employment, the loss of driving privileges imposed on an employee by this or another agency due to use of alcohol or controlled substances, shall result in loss of ability to fulfill conditions of employment and such employee shall not be entitled to work until driving privileges are reinstated.
5. A valid work permit issued by the State of Connecticut that allows the employee to drive to and from work as well as drive apparatus will be considered as fulfilling the condition of employment as stated above.

#### **Section 5 - Random Testing**

Fire Department employees are subject to unannounced random controlled substances and alcohol testing, beginning on July 1, 2014.

**Testing Procedures.** Testing for drugs shall be by urine testing and shall be performed by a licensed laboratory. Testing for alcohol shall be by breathalyzer and conducted by a trained Breath Alcohol Technician.

For drug testing, the sample will be split into two parts. An employee whose drug test results in a positive report may, within forty-eight (48) hours of receiving notification of such result, request in writing to the Fire Chief that the second part of the sample be made available for re-testing at a licensed or certified laboratory of the employee's choosing and at the employee's

expense. If the second test is negative, the positive test shall be null and void and the Town shall reimburse the employee for the cost of the second test.

**Interference With or Refusal to Submit to Testing.** Any alteration, switching, substituting or tampering with a sample or test given under this Agreement by any employee shall be grounds for immediate suspension and subsequent disciplinary action which may include dismissal.

The refusal by an employee to submit to a drug or alcohol screening test pursuant to the provisions of this Policy, or to cooperate in providing information needed in connection with the testing, shall result in the employee's immediate suspension without pay and subsequent disciplinary action which may include dismissal.

**Rehabilitation.** The opportunity for rehabilitation (rather than discipline) shall be granted once for any employee who:

- 1) voluntarily admits to alcohol or drug abuse prior to testing (this is not considered a refusal to submit) or
- 2) tests positive for alcohol or abuse of legally prescribed drugs for the first time.

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 shall be required to undergo periodic screening for drugs or alcohol as recommended by the Medical Review Officer (MRO). If, after screening, the employee has tested positive, he/she will be immediately suspended and will be subject to dismissal.

### **Section 6 - Post-Accident Testing**

As soon as practicable following an accident involving a department vehicle, the employee /driver shall have alcohol and controlled substances testing conducted when:

- 1) The accident involves the loss of human life; or
- 2) The driver receives a citation within eight (8) hours of the occurrence under State or local law for a moving traffic violation; or
- 3) Any vehicle involved in the accident sustained disabling damage requiring the vehicle to be transported away from the scene by a tow truck.

### **Section 7 – Reasonable Suspicion Procedures**

The procedures of the Town of Manchester's Fire Department in regard to members using, possessing or being under the influence of alcohol, drugs, or controlled substances while on duty are as follows:

1. Employees shall report to their places of assignment fit and able to perform their required duties and shall not by any improper act render themselves unfit for duty.

STEP 1: A Supervisor who has reasonable grounds to believe that an employee is under the influence of alcohol, drugs, or controlled substances, as provided for within Connecticut General Statutes, shall immediately relieve said employee from duty assignment with pay in order to protect said employee, fellow members, and the public from harm.

STEP 2: The Supervisor shall immediately notify the Fire Chief, or in his absence, the Assistant Chief.

STEP 3: The Supervisor and the Fire Chief, or in his absence, the Assistant Chief, will interview the employee, and if the Supervisor and the Fire Chief, or in his absence, the Assistant Chief, both believe, based upon reasonable grounds, that the employee is under the influence of alcohol, drugs, or controlled substances, then said member will be taken to the Department's designated hospital or testing facility.

STEP 4: The decision to relieve the member from duty assignment shall be documented as soon as possible. Both the Supervisor and Fire Chief, or in his absence, the Assistant Chief, should document reasons and observations, such as, but not limited to, glazed eyes, smell of alcohol, slurred speech, wobbly walk, change in attitude, aggressiveness, passed out, change in normal appearance, etc.

STEP 5: The employee shall sign the appropriate release form provided by the hospital or testing facility to perform a drug and/or alcohol test for either reasonable suspicion or random drug/alcohol testing.

1. It shall be made clear to the employee before he/she signs the release form that the results will be made available to the Fire Chief, or in his absence, the Assistant Chief, and may be used in disciplinary proceedings against the employee. In addition, said results will be made available to the employee.
2. If the employee does not sign the release form, the employee will be in violation of the collective bargaining agreement between the Town and the Union and the Fire Department's Rules and Regulations. The employee will be relieved from active duty without pay and be subject to disciplinary action up to and including termination.

STEP 6: When an alcohol/drug test is administered, based on reasonable suspicion, the employee will be placed on sick leave until results are available.

1. When test results are positive, the employee will be relieved of duty without pay and shall be subject to disciplinary action, up to and including termination. The employee may be referred to the EAP in lieu of disciplinary action being taken at the sole discretion of the Fire Chief.



2. The Fire Chief, or in his absence, the Assistant Chief, shall make the final determination whether the employee returns to active status or remains off duty if the outcome of the test(s) are positive.
  3. Rejection of treatment or failure to complete the rehab program may be cause for suspension or termination.
  4. Upon successful completion of treatment, the employee will be returned to active status without reduction of pay, grade or seniority.
  5. No employee will be eligible for the EAP (treatment) more than one (1) time, except at the sole discretion of the Fire Chief. Any cost for additional EAP treatment shall be the responsibility of the member and shall not be submitted for reimbursement through the Department or its medical insurance program. A second positive test for alcohol/drugs shall be cause for immediate termination, except in those cases where the Fire Chief authorizes the employee to attend additional EAP treatments at the employee's expense, as provided for herein. Notwithstanding any other provisions contained herein, employees who have three (3) positive test results for alcohol/drugs shall be immediately terminated from the Department.
2. Any Supervisor who does not relieve an employee, who he has knowledge of or reasonable suspicion of being under the influence of alcohol, drugs, or controlled substances will be subject to disciplinary action.
  3. Anyone knowingly bringing false charges against an individual or using these procedures for harassment or personal reasons will be subject to disciplinary action.

**Rehabilitation.** The opportunity for rehabilitation (rather than discipline) shall be granted once for any employee who:

- 1) voluntarily admits to alcohol or drug abuse prior to testing (this is not considered a refusal to submit) or
- 2) tests positive for alcohol or abuse of legally prescribed drugs for the first time.

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 shall be required to undergo periodic screening for drugs or alcohol as recommended by the Medical Review Officer (MRO). If, after screening, the employee has tested positive, he/she will be immediately suspended and will be subject to dismissal.

## **Section 8 – Controlled Substance Testing**

Drugs tested in Random, Post-Accident and Reasonable suspicion situations are:

Amphetamines	Methadone
Barbituates	Methaqualone
Benzodiazepines	Opiates**
Cocaine	Phencyclidine
Marijuana	Propoxyphene

\*\*expanded opiates include Morphine, Codeine, Oxycodone, Hydromorphone and Hydrocodone

**TOWN OF MANCHESTER SALARY TABLES FOR  
LOCAL 1579, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, AFL-CIO  
EFFECTIVE JULY 1, 2016 THROUGH JUNE 30, 2017 - 2.25% INCREASE**

<u>Job Class Code</u>	<u>GRADE</u>	<u>STEP</u>	<u>HOURLY</u>	<u>HOURS PER WEEK</u>	<u>BI-WEEKLY</u>	<u>ANNUAL</u>
T238 FIREFTR/PARA DOH AFTER 5/1/97	202	1	24.9526	42.00	2,096.02	54,496.45
	202	2	26.8169	42.00	2,252.62	58,568.10
	202	3	28.6814	42.00	2,409.24	62,640.14
	202	4	30.5458	42.00	2,565.85	66,712.15
	202	5	32.4104	42.00	2,722.47	70,784.15
	202	6	34.6118	42.00	2,907.39	75,592.11
T239 FIREFIGHTER DOH AFTER 5/1/97	202	1	24.9526	42.00	2,096.02	54,496.45
	202	2	26.8169	42.00	2,252.62	58,568.10
	202	3	28.6814	42.00	2,409.24	62,640.14
	202	4	30.5458	42.00	2,565.85	66,712.15
	202	5	32.4104	42.00	2,722.47	70,784.15
	202	6	34.6118	42.00	2,907.39	75,592.11
T236 FIREFIGHTER/PARAMEDIC	205	1	28.6465	42.00	2,406.31	62,564.17
	205	2	31.5598	42.00	2,651.02	68,926.53
	205	3	33.2245	42.00	2,790.86	72,562.37
	205	4	34.6118	42.00	2,907.39	75,592.11
T237 FIREFIGHTER	205	1	28.6465	42.00	2,406.31	62,564.17
	205	2	31.5598	42.00	2,651.02	68,926.53
	205	3	33.2245	42.00	2,790.86	72,562.37
	205	4	34.6118	42.00	2,907.39	75,592.11
T055 ASST SUPERINTENDENT FIRE ALARM	210	1	36.8523	42.00	3,095.59	80,485.34

<u>Job Class Code</u>	<u>GRADE</u>	<u>STEP</u>	<u>HOURLY</u>	<u>HOURS PER WEEK</u>	<u>BI-WEEKLY</u>	<u>ANNUAL</u>
T250 FIRE LIEUTENANT	220	1	0.0000	42.00	0.00	0.00
	220	2	36.3423	42.00	3,052.75	79,371.60
	220	3	38.0729	42.00	3,198.12	83,151.13
	220	4	39.8040	42.00	3,343.54	86,931.97
T260 FIRE INSPECTOR	220	1	0.0000	42.00	0.00	0.00
	220	2	36.3423	42.00	3,052.75	79,371.60
	220	3	38.0729	42.00	3,198.12	83,151.13
	220	4	39.8040	42.00	3,343.54	86,931.97
T096 BATTALION CHIEF 12	230	1	41.7942	42.00	3,510.71	91,278.49
	230	2	42.6680	42.00	3,584.11	93,186.81
	230	3	43.5682	42.00	3,659.73	95,152.92
T960 BATTALION CHIEF 8.0	235	1	43.8839	40.00	3,510.71	91,278.49
	235	2	44.8014	40.00	3,584.11	93,186.81
	235	3	45.7466	40.00	3,659.73	95,152.92
T097 DEP FIRE MARSHAL	240	1	45.4374	40.00	3,634.99	94,509.74
	240	2	46.3458	40.00	3,707.66	96,399.17
	240	3	47.2729	40.00	3,781.83	98,327.53
T155 FIRE MARSHAL	250	1	46.9540	40.00	3,756.32	97,664.27
	250	2	47.8930	40.00	3,831.44	99,617.40
	250	3	48.8508	40.00	3,908.06	101,609.50

FIRE 2016-2017  
EFFECTIVE 07/01/2016

**TOWN OF MANCHESTER SALARY TABLES FOR  
LOCAL 1579, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, AFL-CIO  
EFFECTIVE JULY 1, 2017 THROUGH JUNE 30, 2018 - 2.0% INCREASE**

<u>Job Class Code</u>	<u>GRADE</u>	<u>STEP</u>	<u>HOURLY</u>	<u>HOURS PER WEEK</u>	<u>BI-WEEKLY</u>	<u>ANNUAL</u>
T238 FIREFTR/PARA DOH AFTER 5/1/97	202	1	25.4517	42.00	2,137.94	55,586.38
	202	2	27.3532	42.00	2,297.67	59,739.46
	202	3	29.2550	42.00	2,457.42	63,892.94
	202	4	31.1568	42.00	2,617.17	68,046.39
	202	5	33.0586	42.00	2,776.92	72,199.83
	202	6	35.3040	42.00	2,965.54	77,103.95
T239 FIREFIGHTER DOH AFTER 5/1/97	202	1	25.4517	42.00	2,137.94	55,586.38
	202	2	27.3532	42.00	2,297.67	59,739.46
	202	3	29.2550	42.00	2,457.42	63,892.94
	202	4	31.1568	42.00	2,617.17	68,046.39
	202	5	33.0586	42.00	2,776.92	72,199.83
	202	6	35.3040	42.00	2,965.54	77,103.95
T236 FIREFIGHTER/PARAMEDIC	205	1	29.2195	42.00	2,454.44	63,815.45
	205	2	32.1910	42.00	2,704.04	70,305.06
	205	3	33.8890	42.00	2,846.68	74,013.62
	205	4	35.3040	42.00	2,965.54	77,103.95
T237 FIREFIGHTER	205	1	29.2195	42.00	2,454.44	63,815.45
	205	2	32.1910	42.00	2,704.04	70,305.06
	205	3	33.8890	42.00	2,846.68	74,013.62
	205	4	35.3040	42.00	2,965.54	77,103.95
T055 ASST SUPERINTENDENT FIRE ALARM	210	1	37.5893	42.00	3,157.50	82,095.05

FIRE 2017-2018  
EFFECTIVE 07/01/2017

<u>Job Class Code</u>	<u>GRADE</u>	<u>STEP</u>	<u>HOURLY</u>	<u>HOURS PER WEEK</u>	<u>BI-WEEKLY</u>	<u>ANNUAL</u>
T250 FIRE LIEUTENANT	220	1	0.0000	42.00	0.00	0.00
	220	2	37.0692	42.00	3,113.81	80,959.03
	220	3	38.8343	42.00	3,262.08	84,814.15
	220	4	40.6001	42.00	3,410.41	88,670.61
T260 FIRE INSPECTOR	220	1	0.0000	42.00	0.00	0.00
	220	2	37.0692	42.00	3,113.81	80,959.03
	220	3	38.8343	42.00	3,262.08	84,814.15
	220	4	40.6001	42.00	3,410.41	88,670.61
T096 BATTALION CHIEF 12	230	1	42.6301	42.00	3,580.93	93,104.06
	230	2	43.5213	42.00	3,655.79	95,050.55
	230	3	44.4395	42.00	3,732.92	97,055.98
T960 BATTALION CHIEF 8.0	235	1	44.7616	40.00	3,580.93	93,104.06
	235	2	45.6974	40.00	3,655.79	95,050.55
	235	3	46.6615	40.00	3,732.92	97,055.98
T097 DEP FIRE MARSHAL	240	1	46.3461	40.00	3,707.69	96,399.93
	240	2	47.2726	40.00	3,781.81	98,327.15
	240	3	48.2183	40.00	3,857.46	100,294.08
T155 FIRE MARSHAL	250	1	47.8930	40.00	3,831.44	99,617.56
	250	2	48.8509	40.00	3,908.07	101,609.75
	250	3	49.8278	40.00	3,986.22	103,641.71

FIRE 2017-2018  
EFFECTIVE 07/01/2017

**TOWN OF MANCHESTER SALARY TABLES FOR  
LOCAL 1579, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, AFL-CIO  
EFFECTIVE JULY 1, 2018 THROUGH JUNE 30, 2019 - 2.0% INCREASE**

<u>Job Class Code</u>	<u>GRADE</u>	<u>STEP</u>	<u>HOURLY</u>	<u>HOURS PER WEEK</u>	<u>BI-WEEKLY</u>	<u>ANNUAL</u>
T238 FIREFTR/PARA DOH AFTER 5/1/97	202	1	25.9607	42.00	2,180.70	56,698.11
	202	2	27.9002	42.00	2,343.62	60,934.25
	202	3	29.8401	42.00	2,506.57	65,170.80
	202	4	31.7799	42.00	2,669.51	69,407.32
	202	5	33.7196	42.00	2,832.45	73,643.83
	202	6	36.0101	42.00	3,024.85	78,646.03
T239 FIREFIGHTER DOH AFTER 5/1/97	202	1	25.9607	42.00	2,180.70	56,698.11
	202	2	27.9002	42.00	2,343.62	60,934.25
	202	3	29.8401	42.00	2,506.57	65,170.80
	202	4	31.7799	42.00	2,669.51	69,407.32
	202	5	33.7196	42.00	2,832.45	73,643.83
	202	6	36.0101	42.00	3,024.85	78,646.03
T236 FIREFIGHTER/PARAMEDIC	205	1	29.8039	42.00	2,503.53	65,091.76
	205	2	32.8348	42.00	2,758.12	71,711.16
	205	3	34.5668	42.00	2,903.61	75,493.89
	205	4	36.0101	42.00	3,024.85	78,646.03
T237 FIREFIGHTER	205	1	29.8039	42.00	2,503.53	65,091.76
	205	2	32.8348	42.00	2,758.12	71,711.16
	205	3	34.5668	42.00	2,903.61	75,493.89
	205	4	36.0101	42.00	3,024.85	78,646.03
T055 ASST SUPERINTENDENT FIRE ALARM	210	1	38.3411	42.00	3,220.65	83,736.95

<u>Job Class Code</u>	<u>GRADE</u>	<u>STEP</u>	<u>HOURLY</u>	<u>HOURS PER WEEK</u>	<u>BI-WEEKLY</u>	<u>ANNUAL</u>
T250 FIRE LIEUTENANT	220	1	0.0000	42.00	0.00	0.00
	220	2	37.8106	42.00	3,176.09	82,578.21
	220	3	39.6110	42.00	3,327.32	86,510.43
	220	4	41.4121	42.00	3,478.62	90,444.02
T260 FIRE INSPECTOR	220	1	0.0000	42.00	0.00	0.00
	220	2	37.8106	42.00	3,176.09	82,578.21
	220	3	39.6110	42.00	3,327.32	86,510.43
	220	4	41.4121	42.00	3,478.62	90,444.02
T096 BATTALION CHIEF 12	230	1	43.4826	42.00	3,652.54	94,966.14
	230	2	44.3918	42.00	3,728.91	96,951.56
	230	3	45.3283	42.00	3,807.58	98,997.10
T960 BATTALION CHIEF 8.0	235	1	45.6568	40.00	3,652.54	94,966.14
	235	2	46.6114	40.00	3,728.91	96,951.56
	235	3	47.5948	40.00	3,807.58	98,997.10
T097 DEP FIRE MARSHAL	240	1	47.2730	40.00	3,781.84	98,327.93
	240	2	48.2181	40.00	3,857.45	100,293.69
	240	3	49.1826	40.00	3,934.61	102,299.96
T155 FIRE MARSHAL	250	1	48.8509	40.00	3,908.07	101,609.91
	250	2	49.8279	40.00	3,986.23	103,641.95
	250	3	50.8243	40.00	4,065.94	105,714.54



**APPENDIX G  
INSURANCE BENEFIT PLAN MATRIX**

BENEFIT	OAP Preferred (PPO)		OAP Plan (formerly OAP \$5/\$10)		OAP Plus		OAP Basic
	In Network	Out of Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-network coverage only
Cost shares	In-Network services subject to copays; Copay - \$20 Office visit, \$75 Emergency Room Copay; Lifetime Maximum In-Network - Unlimited	All services subject to deductible and coinsurance; balance billing allowed. Deductible - \$250/\$750; Coinsurance - 70%/30%; Coinsurance Maximum - \$1,750/\$5,250; Lifetime maximum Out-of- Network - Unlimited	In-Network services subject to copays; PCP -- Effective July 1, 2016 - \$10 Office Visit & Specialist; Effective July 1, 2017 - \$15 Office visit & Specialist; \$75 Emergency Room Copay; Lifetime Maximum In-Network - Unlimited	All services subject to deductible and coinsurance; balance billing allowed. Deductible - \$250/\$750; Coinsurance - 80%/20%; Coinsurance Maximum - \$1,500/\$4,500; Lifetime maximum Out-of-Network - Unlimited	In-Network services subject to copays; Effective July 1, 2016 - \$10 Office Visit; Effective July 1, 2017 - \$15 Office visit; \$75 Emergency Room Copay; Lifetime Maximum In-Network - Unlimited	All services subject to deductible and coinsurance; balance billing allowed. Deductible - \$250/\$750; Coinsurance - 80%/20%; Coinsurance Maximum - \$1,500/\$4,500; Lifetime maximum Out-of-Network - Unlimited	In-Network services subject to copays; Effective July 1, 2016 - \$10 Office Visit; Effective July 1, 2017 - \$15 Office visit; \$75 Emergency Room Copay; Lifetime Maximum In-Network - Unlimited Note: No out of network benefits available.
<b>Preventive Care</b>							
Pediatric	No Copay; Covered according to age-based schedule	Subject to 30% Out-of-Network deductible and coinsurance	No Copay; Covered according to age-based schedule	Subject to 20% Out-of-Network deductible and coinsurance	No Copay; Covered according to age-based schedule	Subject to 20% Out-of-Network deductible and coinsurance	No Copay; Covered according to age-based schedule
Adult	No Copay; Covered according to age-based schedule	Subject to 30% Out-of-Network deductible and coinsurance	No Copay; Covered according to age-based schedule	Subject to 20% Out-of-Network deductible and coinsurance	No Copay; Covered according to age-based schedule	Subject to 20% Out-of-Network deductible and coinsurance	No Copay; Covered according to age-based schedule
Department & OSHA Required Physicals	Covered according to plan in addition to the Age based Schedule	Subject to 30% Out-of-Network deductible and coinsurance	Covered according to plan in addition to the Age based Schedule	Subject to 20% Out-of-Network deductible and coinsurance	Covered according to plan in addition to the Age based Schedule	Subject to 20% Out-of-Network deductible and coinsurance	Covered according to plan in addition to the Age based Schedule
Vision	\$20 Copay; Covered once every two years	\$20 Copay; Covered once every two years	No Copay; Covered once every 24 months	No Copay; Covered once every 24 months	No Copay; Covered once every 24 months	No Copay; Covered once every 24 months	No Copay; Covered once every 24 months
Hearing	\$20 Copay; Covered once every two years	Subject to 30% Out-of-Network deductible and coinsurance	No Copay; Screening part of physical exam	Subject to 20% Out-of-Network deductible and coinsurance	No Copay; Screening part of physical exam	Subject to 20% Out-of-Network deductible and coinsurance	No Copay; Screening part of physical exam
Gynecological	No Copay; Covered once per year	Subject to 30% Out-of-Network deductible and coinsurance	No Copay; Covered once per year	Subject to 20% Out-of-Network deductible and coinsurance	No Copay; Covered once per year	Subject to 20% Out-of-Network deductible and coinsurance	No Copay; Covered once every year
<b>Medical Services / Office visit</b>							
Medical Services / Office visit	\$20 Copay	Subject to 30% Out-of-Network deductible and coinsurance	\$10 Copay – PCP & Specialist eff. 7/1/16; \$15 Copay – PCP & Specialist eff. 7/1/17	Subject to 20% Out-of-Network deductible and coinsurance	\$10 Copay eff. 7/1/16; \$15 Copay eff. 7/1/17	Subject to 20% Out-of-Network deductible and coinsurance	\$10 Copay eff. 7/1/16; \$15 Copay eff. 7/1/17
Maternity (Pre & Post natal)	\$20 Copay first visit only	Subject to 30% Out-of-Network deductible and coinsurance	\$10 first visit only eff. 7/1/16 \$15 first visit only eff. 7/1/17	Subject to 20% Out-of-Network deductible and coinsurance	\$10 first visit only eff. 7/1/16 \$15 first visit only eff. 7/1/17	Subject to 20% Out-of-Network deductible and coinsurance	\$10 first visit only eff. 7/1/16 \$15 first visit only eff. 7/1/17

BENEFIT	OAP Preferred (PPO)		OAP Plan (formerly OAP \$5/\$10)		OAP Plus		OAP Basic
	In Network	Out of Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-network coverage only
Outpatient: Physical Therapy, Occupational Therapy, Speech Therapy, & Chiropractor	No Copay; 60 combined days per member per calendar year (Speech Therapy 30 days)	Subject to 30% Out-of-Network deductible and coinsurance	\$10 Copay eff. 7/1/16; \$15 Copay eff. 7/1/17; 60 combined days per member per calendar year	Subject to 20% Out-of-Network deductible and coinsurance	\$10 Copay eff. 7/1/16; \$15 Copay eff. 7/1/17; 60 combined days per member per calendar year	Subject to 20% Out-of-Network deductible and coinsurance	\$10 Copay eff. 7/1/16; \$15 Copay eff. 7/1/17; 60 combined days per member per calendar year
Allergy Services	\$20 Copay for office visits and testing. No copay for injections.	Subject to 30% Out-of-Network deductible and coinsurance	\$10 Copay eff. 7/1/16; \$15 Copay eff. 7/1/17 for office visits and testing. No copay for injections.	Subject to 20% Out-of-Network deductible and coinsurance	\$10 Copay eff. 7/1/16; \$15 Copay eff. 7/1/17 for office visits and testing. No copay for injections.	Subject to 20% Out-of-Network deductible and coinsurance	\$10 Copay eff. 7/1/16; \$15 Copay eff. 7/1/17 for office visits and testing. No copay for injections.
Diagnostic Lab & X-ray	Covered 100%	Subject to 30% Out-of-Network deductible and coinsurance	Covered 100%	Subject to 20% Out-of-Network deductible and coinsurance	Covered 100%	Subject to 20% Out-of-Network deductible and coinsurance	Covered 100%
Inpatient Medical Services	Covered 100%	Subject to 30% Out-of-Network deductible and coinsurance	Covered 100%	Subject to 20% Out-of-Network deductible and coinsurance	Covered 100%	Subject to 20% Out-of-Network deductible and coinsurance	Covered 100%
Surgery Fees	Covered 100%	Subject to 30% Out-of-Network deductible and coinsurance	Covered 100%	Subject to 20% Out-of-Network deductible and coinsurance	Covered 100%	Subject to 20% Out-of-Network deductible and coinsurance	Covered 100%
Office Surgery	Covered 100%	Subject to 30% Out-of-Network deductible and coinsurance	Covered 100%	Subject to 20% Out-of-Network deductible and coinsurance	Covered 100%	Subject to 20% Out-of-Network deductible and coinsurance	Covered 100%
Outpatient Mental Health & Substance Abuse	\$20 Copay per visit outpatient physician's office and facility charges; then Plan pays 100%	Subject to 30% Out-of-Network deductible and coinsurance	\$10 Copay eff. 7/1/16; \$15 Copay eff. 7/1/17 per visit outpatient physician's office and facility charges; then Plan pays 100%	Subject to 20% Out-of-Network deductible and coinsurance	\$10 Copay eff. 7/1/16; \$15 Copay eff. 7/1/17 per visit outpatient physician's office and facility charges; then Plan pays 100%	Subject to 20% Out-of-Network deductible and coinsurance	\$10 Copay eff. 7/1/16; \$15 Copay eff. 7/1/17 per visit outpatient physician's office and facility charges; then Plan pays 100%
<b>Emergency Care</b>							
Emergency Room	\$75 Copay (waived if admitted)	\$75 Copay (waived if admitted)	\$75 Copay (waived if admitted)	\$75 Copay (waived if admitted)	\$75 Copay (waived if admitted)	\$75 Copay (waived if admitted)	\$75 Copay (waived if admitted)
Urgent Care	\$25 Copay	\$25 Copay	\$25 Copay	\$25 Copay	\$25 Copay	\$25 Copay	\$25 Copay
Ambulance	Covered 100%	Covered 100%	Covered 100%	Covered 100%	Covered 100%	Covered 100%	Covered 100%
<b>Inpatient Care</b>							
Inpatient Hospital General/Surgical/Maternity (Semi-private)	Pre-certification coordinated by physician  Effective July 1, 2016 - \$100; Effective July 1, 2017 - \$200	Pre-certification required out-of-network only  Subject to 30% Out-of-Network deductible and coinsurance	Pre-certification coordinated by physician  Effective July 1, 2016 - \$100; Effective July 1, 2017 - \$200	Pre-certification required out-of-network only  Subject to 20% Out-of-Network deductible and coinsurance	Pre-certification coordinated by physician  Effective July 1, 2016 - \$100; Effective July 1, 2017 - \$200	Pre-certification required out-of-network only  Subject to 20% Out-of-Network deductible and coinsurance	Pre-certification coordinated by physician  Effective July 1, 2016 - \$100; Effective July 1, 2017 - \$200

BENEFIT	OAP Preferred (PPO)		OAP Plan (formerly OAP \$5/\$10)		OAP Plus		OAP Basic
	In Network	Out of Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-network coverage only
Ancillary Services Medication, supplies	Covered 100%	Subject to 30% Out-of-Network deductible and coinsurance	Covered 100%	Subject to 20% Out-of-Network deductible and coinsurance	Covered 100%	Subject to 20% Out-of-Network deductible and coinsurance	Covered 100%
Psychiatric	No Copay; Plan pays 100%	Subject to 30% Out-of-Network deductible and coinsurance	No Copay; Plan pays 100%	Subject to 20% Out-of-Network deductible and coinsurance	No Copay; Plan pays 100%	Subject to 20% Out-of-Network deductible and coinsurance	No Copay; Plan pays 100%
Substance Abuse/Detox	No Copay; Plan pays 100%	Subject to 30% Out-of-Network deductible and coinsurance	No Copay; Plan pays 100%	Subject to 20% Out-of-Network deductible and coinsurance	No Copay; Plan pays 100%	Subject to 20% Out-of-Network deductible and coinsurance	No Copay; Plan pays 100%
Skilled Nursing Facility/Rehabilitation Hospital	Covered 100% up to 180 days per calendar year	Subject to 30% Out-of-Network deductible and coinsurance	Covered 100% up to 180 days per calendar year	Subject to 20% Out-of-Network deductible and coinsurance	Covered 100% up to 180 days per calendar year	Subject to 20% Out-of-Network deductible and coinsurance	Covered 100% up to 180 days per calendar year
Hospice	Covered 100%	Subject to 30% Out-of-Network deductible and coinsurance	Covered 100%	Subject to 20% Out-of-Network deductible and coinsurance	Covered 100%	Subject to 20% Out-of-Network deductible and coinsurance	Covered 100%
<b>Outpatient Care</b>							
Outpatient Hospital & outpatient surgery facility	\$50 co-pay; Effective July 1, 2017 - \$100	Subject to 30% Out-of-Network deductible and coinsurance	Effective July 1, 2016 - \$50; Effective July 1, 2017 - \$100	Subject to 20% Out-of-Network deductible and coinsurance	Effective July 1, 2016 - \$50; Effective July 1, 2017 - \$100	Subject to 20% Out-of-Network deductible and coinsurance	Effective July 1, 2016 - \$50; Effective July 1, 2017 - \$100
Diagnostic Lab & X-ray	Covered 100%	Subject to 30% Out-of-Network deductible and coinsurance	Covered 100%	Subject to 20% Out-of-Network deductible and coinsurance	Covered 100%	Subject to 20% Out-of-Network deductible and coinsurance	Covered 100%
Pre-Admission Testing	Covered 100%	Subject to 30% Out-of-Network deductible and coinsurance	Covered 100%	Subject to 20% Out-of-Network deductible and coinsurance	Covered 100%	Subject to 20% Out-of-Network deductible and coinsurance	Covered 100%
<b>Other Services</b>							
Durable Medical Equipment	Covered 100%	Subject to 30% Out-of-Network deductible and coinsurance	Covered 100%	Subject to 20% Out-of-Network deductible and coinsurance	Covered 100%	Subject to 20% Out-of-Network deductible and coinsurance	Covered 100%
Prosthetics	Covered 100%	Subject to 30% Out-of-Network deductible and coinsurance	Covered 100%	Subject to 20% Out-of-Network deductible and coinsurance	Covered 100%	Subject to 20% Out-of-Network deductible and coinsurance	Covered 100%
Home Health Care	200 visits per calendar year	Subject to 30% Out-of-Network deductible and coinsurance	Unlimited days per calendar year	Subject to 20% Out-of-Network deductible and coinsurance	Unlimited days per calendar year	Subject to 20% Out-of-Network deductible and coinsurance	Unlimited days per calendar year

BENEFIT	OAP Preferred (PPO)		OAP Plan (formerly OAP \$5/\$10)		OAP Plus		OAP Basic
	In Network	Out of Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-network coverage only
Prescription Drugs	Effective July 1, 2016 - \$5/\$20/\$30; Effective July 1, 2017 - \$5/\$20/\$35. Co-pay to \$1,000 maximum Three Tier Formulary RX Rider; excess covered 30% coinsurance	Covered in emergency situation only	Effective July 1, 2016 - \$5/\$20/\$30; Effective July 1, 2017 - \$5/\$20/\$35. Co-pay to unlimited maximum Three Tier Formulary RX Rider	Covered in emergency situation only	Effective July 1, 2016 - \$5/\$20/\$30; Effective July 1, 2017 - \$5/\$20/\$35. Co-pay to unlimited maximum Three Tier Formulary RX Rider	Covered in emergency situation only	Effective July 1, 2016 - \$5/\$20/\$30; Effective July 1, 2017 - \$5/\$20/\$35. Co-pay to unlimited maximum Three Tier Formulary RX Rider
Infertility	\$20 Copay	Subject to 30% Out-of-Network deductible and coinsurance	\$10 Copay – PCP & Specialist eff. 7/1/16; \$15 Copay – PCP & Specialist eff. 7/1/17	Subject to 20% Out-of-Network deductible and coinsurance	\$10 Copay eff. 7/1/16; \$15 Copay eff. 7/1/17	Subject to 20% Out-of-Network deductible and coinsurance	\$5 Copay

STATE MANDATES are excluded from the OAP Preferred (PPO), OAP Plan & OAP Plus but are included in the OAP Basic.

INFERTILITY: Coverage is subject to a \$5,000 lifetime maximum for OAP Plan, OAP Plus, & OAP Basic; Unlimited for OAP Preferred (PPO).

ELIGIBILITY: Dependent children to age 25 for ALL plans; effective July 1, 2010 dependent children covered to age 26 for medical and prescription plans due to the passing of the Health Care Reform Act of March 30, 2010.

PREVENTIVE CARE AGE BASED SCHEDULE: All ages one exam per year.

DISCLAIMER: This Matrix is an illustration of the Basic elements of the Health benefits offered by the Town of Manchester as found in more detail in the Summary Plan Document on file in the Human Resources Department.

07/01/2016

BENEFIT	High Deductible Health Plan/ Health Savings Account
<b>Costshares</b>	
	Deductible - \$2,000/\$4,000
	Coinsurance - 100% after plan deductible met for in network services
	\$4,000/\$8,000 out of pocket maximum
	Coinsurance - 80% after plan deductible met for out of network services
	Employer Contribution
	\$1,000 single coverage
	\$2,000 double or family coverage
	Lifetime Maximum In-Network - Unlimited
	Lifetime Maximum Out-Of-Network - Unlimited
<b>Preventive Care</b>	
Pediatric	Covered
Adult	Covered
Hearing	Covered Screening part of physical exam
Gynecological	Covered
<b>Medical Services</b>	
Medical Office Visit	Covered 100% after plan deductible met
Outpatient PT/OT/ST/Chiro.	Covered 100% after plan deductible met 60 Combined Days per calendar year per member
Allergy Services	Covered 100% after plan deductible met
Diagnostic Lab & X-ray	Covered 100% after plan deductible met
Inpatient Medical Services	Covered 100% after plan deductible met
Surgery Fees	Covered 100% after plan deductible met
Office Surgery	Covered 100% after plan deductible met
Outpatient MH/SA	Covered 100% after plan deductible met
<b>Emergency Care</b>	
Emergency Room	Covered 100% after plan deductible met
Urgent Care	Covered 100% after plan deductible met
Ambulance	Covered 100% after plan deductible met

BENEFIT	High Deductible Health Plan/ Health Savings Account
<b>Inpatient Hospital</b>	
General/Medical/Surgical/ Maternity (Semi-private)	Covered 100% after plan deductible met
Ancillary Services Medication, Supplies	Covered 100% after plan deductible met
Psychiatric	Covered 100% after plan deductible met Unlimited days
Substance Abuse/Detox	Covered 100% after plan deductible met Unlimited days
Skilled Nursing/Rehabilitation Facility	Covered 100% after plan deductible met Covered up to 180 days per calendar year
Hospice	Covered 100% after plan deductible met
<b>Outpatient Hospital</b>	
Outpatient Surgery Facility Charges	Covered 100% after plan deductible met (Prior Authorization Required)
Diagnostic Lab & X-ray	Covered 100% after plan deductible met
Pre-Admission Testing	Covered 100% after plan deductible met
<b>Other Services</b>	
Durable Medical Equipment	Covered 100% after plan deductible met
Prosthetics	Covered 100% after plan deductible met
Home Health Care	Covered 100% after plan deductible met Unlimited days (Prior Authorization Required)
Vision	Covered 100% after plan deductible met Covered once every 24 months
Prescriptions (Coverage through Cigna)	Rx copays apply after the deductible is met \$5/\$20/\$30 effective 7/1/2016 \$5/\$20/\$35 Effective 7/1/2017 Three Tier Formulary RX Rider

\* All benefits listed are for In-Network. For Out-of-Network benefits, please refer to your Employee Benefit Summary.

\*\* Plan is Non-Gatekeeper. No referrals are required. No primary care physician is required.

**INFERTILITY:** Coverage is subject to a \$5,000 lifetime maximum

**ELIGIBILITY:** Effective July 1, 2010 dependent children covered to age 26 for medical and prescription plans due to the passing of the Health Care Reform Act of March 30, 2010.

**SIDE LETTER OF AGREEMENT  
BETWEEN TOWN OF MANCHESTER AND LOCAL 1579, INTERNATIONAL  
ASSOCIATION OF FIREFIGHTERS, AFL-CIO**

In conjunction with the ratification of the collective bargaining agreement (“Agreement”) between the Town of Manchester (“Town”) and Local 1579, International Association of Firefighters, AFL-CIO (the “Union”), effective July 1, 2016 through June 30, 2019, the Town and the Union agree as follows:

Upon implementation of the schedule change to twenty four (24) hour shifts, the following sections of the contract shall be modified as follows:

**Section 7.1 Staffing:** In order to protect the health and safety of the employees in the bargaining unit, there shall be a minimum of sixteen (16) Fire Lieutenants, Firefighters, Firefighter-Paramedics (duty strength) on duty ~~during the day and night shifts~~, with a minimum of three (3) of the sixteen (16) being Firefighters with Paramedic Responsibilities. Notwithstanding the above, the Department in its sole discretion may if it deems necessary reduce shift strengths mentioned herein ~~during the night shift~~ **between 18:00 and 08:00 (“Nights”)** to a minimum of fifteen (15) Fire Lieutenants, Firefighters, Firefighter-Paramedics. If such a determination is made, the Fire Chief or his designee shall meet with the Union prior to taking such action. Such action shall not result in the laying off of existing personnel. The number of Lieutenants assigned to a shift shall be at the sole discretion of the Fire Chief, or his designee, and shall be defined in the form of a policy statement. Prior to any change in minimum Lieutenant strength policy, the Fire Chief, or his designee, shall meet and confer with the Union.

Staffing assignments for the operation of fire apparatus shall consist of a minimum of two (2) Firefighters including assigned Lieutenants.

It is understood that there may be situations where there will not be sixteen (16) duty strength in Town during an assigned shift and/or assigned to apparatus in the exact numbers mentioned herein. Examples of these situations include, but are not limited to, mutual-aid, training and staff retrieval. When these situations occur for an extended period of time the Fire Chief, or his designee, may consider making staffing enhancements to cover the Town.

In cases of training which occurs outside of the borders of the Town, employees shall, if necessary, be hired on an overtime basis to ensure a minimum staffing level of fourteen (14) Firefighters on duty strength when the minimum duty strength is sixteen (16), and a minimum staffing level of thirteen (13) Firefighters on duty strength during said training session when the minimum duty strength is fifteen (15).

Based on availability of personnel the department may staff a fifth shift which shall work the hours designated in Section 8.1 (hereinafter referred to as Shift Five). Shift Five personnel are in addition to the strengths mentioned within this section.

Shift Five personnel shall not be used for meeting the minimum staffing requirements of the contract.

The staffing increase to sixteen (16) and option for Shift Five shall become effective on January 1, 2003.

For non-ALS personnel who were hired prior to July 1, 2002, any changes in configuration concerning the number of Firefighters vs. Firefighters with Paramedic Responsibilities per shift shall not result in mandatory training of personnel to the ALS level and/or furloughs or layoff of existing non-ALS personnel.

Should it be necessary to convert positions in the future which may affect employees hired after July 1, 2002, the Fire Chief or his designee shall meet with the Union President to discuss alternative assignments prior to any action being taken.

The Fire Chief may assign any Support Services Battalion Chief to work as a Shift Commander when the regular Shift Commander is out. When this occurs on a **regular, scheduled** weekday, ~~day shift~~, the assigned replacement shall receive no additional compensation.

**Section 8.1 Workweek:** The workweek of all employees who perform regular firefighting duties, including employees regularly assigned as Shift Commanders, shall be an average forty-two (42) hours. The schedule shall consist of ~~2 day shifts of 10 hours; 2 night shifts of 14 hours; and 4 days off~~ **24-hour shifts with a rotation of one (1) shift ON, two (2) shifts OFF, one (1) shift ON, four (4) shifts OFF. A 24-hour shift consists of a ten (10) hour day from 8:00 am to 6:00 pm and a fourteen (14) hour night from 6:00 pm to 8:00 am. Any changes in schedule shall be subject to negotiation between the Fire Chief and the Union. The Town, at its discretion, may request that negotiations be reopened to discuss alternatives to the workweek specified herein. Said negotiations shall constitute mid-term bargaining and be governed by all rules and regulations of the State Board of Mediation and Arbitration. A workweek starts on the day shift of Sunday **morning** and ends with the night shift of Saturday **night**. **This schedule will be in effect for a one (1) year trial period after which both the Town and the Union will discuss any issues with the schedule. If no issues necessitate reverting to the prior schedule, the schedule will continue for an additional one (1) year period. If any issues arise with the schedule during the second and third year, including any issues identified during the Department's strategic planning, the Town and the Union will discuss any issues with the schedule, including whether to revert back to the prior schedule.****

**Should the schedule change inflict additional hours worked on an employee's regular scheduled hours during the pay period of the change, no overtime will be paid. Should the schedule change result in less hours worked on the employee's regular scheduled hours during the pay period of the change no deduction shall be made.**

**Section 9.1 Overtime:** Whenever any employee works in excess of his or her regularly assigned workweek or work schedule, as provided for in Article 8, in addition to any other

benefits to which he or she may be entitled, he or she shall be paid for such overtime at the rate of one and one-half (1½) times his/her basic rate, multiplied by twelve (12) hours for a ~~full~~ **“Day” or “Night”** overtime assignment, or multiplied by the actual hours worked in the case of non-strength hiring.

Any employee, at his or her request shall receive compensatory time of eighteen (18) hours off, in lieu of overtime pay subject to the following:

- 1) The approval of the Fire Chief for scheduling purposes.
- 2) Such request is made prior to such overtime.
- 3) When an employee requests to use the compensatory time and approval is granted, no type of leave, other than sick or injury, may be substituted for time taken off.
- 4) When, on the ~~shift~~ **“Day” or “Night”** the employee has requested off, there is an overtime situation, that employee may take that ~~shift~~ **“Day” or “Night”** and be charged eighteen (18) hours. However, if on the ~~shift~~ **“Day” or “Night”** requested no overtime situation results, the employee may have that ~~shift~~ **“Day” or “Night”** off and be charged twelve (12) hours. In either case, said employee requesting the compensatory time will be notified if, on the ~~shift~~ **“Day” or “Night”** he or she has requested off, there was an overtime situation. After an employee has reported to work, and if no overtime obligation would result, an employee will be permitted, at the Chief's discretion, to use compensatory time to take two (2), three (3), four (4), five (5) or six (6) hours off, provided the time runs consecutively to the end of the shift.

Upon request of the Union, or its representatives, the Duty Officer shall make all records, with respect to overtime work, available for inspection by the Union, or its representatives.

This Section shall not apply to employees above the rank of Lieutenant. Deputy Chiefs and Battalion Chiefs shall receive overtime pay or compensatory time only as expressly provided in this Agreement.

**Section 9.1a Battalion Chiefs and Deputy Chief:** An employee who is promoted to Battalion Chief or Deputy Chief shall have previously earned holiday and/or compensatory time frozen. Such employee shall have the option of using the banked time for time off in the future and the Department has the option of periodically paying off the documented time according to a schedule of the Department's choosing. Any banked time not used or paid off prior to the dates of separation shall be paid at separation at the employee's current rate.

Whenever a Battalion Chief or Deputy Chief is assigned to fill a full or partial shift as a shift commander, which is in addition to his/her regular schedule, the employee shall receive compensation for the additional hours worked outside his/her regular work schedule at the rate of time and one-half the employee's hourly rate. For a ~~full shift~~ **“Day” or “Night”**, he



or she shall be paid for such overtime at the rate of time and one-half (1½) his/her base rate, multiplied by twelve (12) hours. The employee may request compensatory time in lieu of such overtime pay. Compensatory days must be used within the calendar year when they are earned and shall not be paid to the employee on resignation or retirement.

When a Deputy Chief or Battalion Chief calls in as provided in Section 8.1, if the employee is off duty and is directed to return to duty, the employee shall receive compensation for the additional hours worked outside his/her regular work schedule at the rate of time and one-half the employee's hourly rate. The employee may request compensatory time in lieu of such overtime pay. Compensatory days must be used within the calendar year when they are earned and shall not be paid to the employee on resignation or retirement.

**Section 9.2 Full Overtime Hiring Procedures: An overtime opportunity is defined as a "Day" or "Night".** Overtime shall be offered, first to eligible personnel working ~~on shift~~ when a vacancy is discovered, based on a seniority list. Overtime will be hired up to five (5) calendar days in advance. Personnel shall be asked to work overtime in the order that their names appear on the Overtime Hiring Rotation List. If overtime cannot be hired using the on-duty personnel, the vacancy shall be held and posted on the block hiring worksheet of the next shift. **If the vacancy is for the next shift "Day" or "Night" and it cannot be filled voluntarily by on-duty personnel, the hiring shall follow the established ordering procedure contained in the Overtime Hiring Practices. Ordering will be from the previous 24-hour shift.** Employees hired to work overtime from the on-duty shift **"Day" or "Night"** prior to the overtime shall not be eligible for a meal break, however, the employee(s) shall be allowed to obtain a meal while on duty.

If an employee refuses an overtime assignment to work overtime, for the purposes of maintaining a proper order of rotation, they shall be considered as having worked such overtime assignment, except if all other eligible employees on the list refuse the overtime assignment, then the person at the top of the list shall be required to work the overtime assignment.

If the Town fails to offer the employee who is at the top of the Overtime Hiring Rotation List, and who is eligible for overtime work, the opportunity to work such overtime in accordance with the terms of this Agreement, such employee shall be allowed the right of two (2) free refusals to be used at the employee's discretion.

Employees are exempt from overtime when:

- 1) Working the overtime will result in the employee working in excess of forty- eight (48) consecutive hours.
- 2) The overtime ~~shift~~ **"Day" or "Night"** is immediately prior to or immediately following an approved ~~shift~~ **"Day" or "Night"** absence (i.e., shift exchange, vacation day, compensation day, holiday).

- 3) The employee is on an approved ~~four (4) days (week)~~ **leave of 48 hours** or more of consecutive time off (i.e., shift exchange, vacation day, compensation day, holiday), from the time following their last scheduled work shift until they return to work.
- 4) The employee is scheduled to work a shift exchange and the paperwork has been approved by the Duty Officer.
- 5) The employee is in their three (3) **calendar** day rest period (banked).
- 6) The employee is on union business and the union has submitted a letter to the Fire Chief.
- 7) The employee's presence is required by another government agency and the employee has notified the Fire Chief (examples are, but not limited to: jury duty, court depositions, military duty, etc.).

This Section shall not apply to employees above the rank of Lieutenant.

**Section 9.2a.** Overtime Hiring Procedure for Employees Above the Rank of Lieutenant, to Fill Shift Commander Vacancies:

Employees above the rank of Lieutenant are exempt from all Section 9.2 hiring procedures.

Overtime opportunities to fill Shift Commander's vacancies shall be offered to Shift Commanders and Support Services Officers on a rotating basis. A list shall be maintained for said rotation, and the farthest back Officer shall be given the first opportunity to work the overtime, then the second farthest back on the list etc.

No penalty, or refusal shall be recorded for not working overtime. The employee's placement on the list remains constant, until he/she works an overtime shift, (then he/she advances on the list).

If no employee agrees to work an overtime ~~shift~~ **“Day” or “Night”**, the farthest back Shift Commander (eligible to work ~~the shift~~) shall be ordered.

The Chief reserves the right to resolve any discrepancies, and may deny an employee the right to take leave, or may order an employee to work, based on the above procedure. The Town shall not be liable for errors in the offering of overtime in accordance with this Section.

**Section 9.3** Partial Overtime Hiring Procedures: Employees shall be offered partial overtimes according to their position on the master overtime list following the established Overtime Hiring Practices.

Should employees be hired for part of a shift **“Day” or “Night”** to work in a regular strength position, hiring shall be as follows:

- a) Two (2) or less hours two (2) hours pay
- b) Two (2) hours up to six (6) hours = pay for actual hours worked
- c) anything over six (6) hours shall be handled as a full **“Day” or “Night”** overtime as covered in this Article.

Should employees be hired for part of a shift to work a detail, hiring shall be as follows:

- a) Two (2) or less hours = two (2) hours pay
- b) More than Two (2) hours = pay for actual hours worked

A detail is defined as a non-strength assignment or an assignment to temporarily replace a regularly scheduled strength employee who will return to complete his/her shift **“Day” or “Night”**. This Section shall not apply to employees above the rank of Lieutenant.

**Section 9.6 Banked Overtimes:** A banked condition exists when an employee has been passed over seven (7) overtime assignments in addition to their position on the current list. (Example: an employee that has not worked column "A" yet while employees after him/her on the rotation list have worked column "H"). Employee shall be placed into this "Special

Considerations" criteria once a member of the IAFF Local 1579 Executive Board notifies the Chief's Office or his designee. These employees will fall under the rules / practices of "bank and rest". Employees work out of "Special Consideration" at seven (7) opportunities and thereafter fall under normal hiring rules.

An employee who has an overtime owed to him/her due to an absence is required to work the first available overtime after their return; or if they refuse, they shall be considered as having worked such overtime assignment.

An employee who has built up and is behind in the regular rotation shall be exempt from that point on to work an overtime shift more than once in every three (3) **calendar** day period until they are back in the proper overtime rotation.

An employee that has been offered their last banked overtime and is eligible for overtime on the current rotation can be asked to work any shift **“Day” or “Night”** without regard to a resting period provided the current assignment is not for a date/shift **“Day” or “Night”** prior to the date assigned from the last banked overtime (Example: If the last banked overtime is for the day shift of the 10th, the employee is eligible to be asked for any shift opportunity from the 10th night on but not prior to the 10th day).

This Section shall not apply to employees above the rank of Lieutenant.

Section 10.3 Saving Holiday Time: Any employee, except individuals working in the Fire Marshal's Office, Deputy Chiefs and Battalion Chiefs working a forty-hour day schedule, at his or her request shall receive twelve (12) hours of banked holiday time in lieu of holiday pay for any holiday, to be taken on the shift of their choice subject to the following:

- 1) The approval of the Fire Chief for scheduling purposes.
- 2) Such request shall be made within the pay period that the holiday occurs.
- 3) When an employee requests to use twelve (12) hours of banked holiday time and approval is granted, no type of leave, other than sick or injury, may be substituted for time taken off.
- 4) When on the ~~shift~~ **“Day” or “Night”** the employee has requested off there is an overtime situation, that employee may take that ~~shift~~ **“Day” or “Night”** and forfeit an additional six (6) hours of accumulated holiday time. However, if on the ~~shift~~ **“Day” or “Night”** requested no overtime situation results, only twelve (12) hours of banked holiday time shall be forfeited. After an employee has reported to work, and if no overtime obligation would result, an employee will be permitted, at the Chief's discretion, to use holiday time to take two (2), three (3), four (4), five (5) or six (6) hours off, provided the time runs consecutively to the end of the shift.
- 5) A limit of one-hundred twenty (120) hours of holiday time can be banked. The sole exception to the 120-hour cap shall be for those individuals who, on November 1, 2004 had more than 120 hours banked holiday time and who elected in writing to retain the excess hours as provided above.
- 6) A member who has the maximum allowable banked holiday time will be paid for all subsequent holidays during the pay period in which they are normally paid.
- 7) Banked holiday time will be used for time off only.
- 8) Banked holiday time must be used by the time of retirement or any balance will be forfeited, with following exceptions:
  - a. If the balance at the time of retirement is less than eighteen (18) hours, it will be paid out at the pay rate in effect at the time.
  - b. If a member separates with a service connected disability, any banked time up to the 120 hour limit will be paid out at the pay rate in effect at the time.

**Section 12.5** When an employee calls out sick prior to the beginning of a 24-hour shift, they must remain off-duty on sick leave for the entire 24-hour shift except as described in Section 14.1 (a) and (d). Whenever possible, the Department shall be notified by the employee that he is unable to attend to his duties because of illness not later than three (3) hours prior to the scheduled ~~workday~~ shift.

**Section 12.8 Sick Leave and Doctor's Notes:** The General Manager or his designated representative, may make provision for a physician with the proper qualifications, other than the employee's family doctor, to make examination at the Town's expense. An acceptable medical certificate signed by a licensed physician or other practitioner, whose method of healing is recognized by the State of Connecticut, will be required of an employee to substantiate a request for sick leave for the following reasons:

- (a) For any period of absence in excess of ~~four (4)~~ **two (2)** consecutive, **regularly-scheduled 24-hour** shifts.
- (b) For leave of any duration of absence from duty which recurs frequently or habitually, provided that the employee has been notified that a certificate will be required.
- (c) When evidence indicates reasonable cause required such a certificate.
- (d) To support a request for sick leave on a day which the employee had previously requested to use vacation, personal leave, or earned time, and the request had been denied.

Excluding emergency situations, prior to implementing (b), (c), or (d) above, the Fire Chief or his designee shall meet with the Union President to discuss the Department concerns and give the Union a reasonable period of time to work with the employee to correct the deficiencies.

**Section 14.1** An employee shall be granted leave of absence with pay for the following reasons listed below. Whenever possible, absences for any such purposes must be approved by the Fire Chief in advance. If the Fire Chief is not available, the highest ranking officer on duty has the authority to grant emergency leave. With exceptions of paragraphs (c), (f), and (g) below, said leave shall be chargeable to sick leave.

- (a) For medical, dental, or eye examination or treatment, for which arrangements cannot be made outside of working hours.
- (b) When his presence at duty will expose others to contagious disease.
- (c) In the event of death in the immediate family of an employee, or the

immediate family of his or her spouse, when as ~~much~~ **many** as three (3) working **“Days” or “Nights”** leave with pay shall be granted. The Fire Chief may grant said ~~days~~ **“Days” or “Nights”** off after the day of the funeral. Immediate family, for purposes of this clause is defined as parents, grandparents, spouse, brother, sister, child or grandchild and also any relative who is domiciled in the employee's household.

- (d) In the event of unforeseen, unscheduled illness, severe injury, or other emergencies to an employee or a member of the immediate family of an employee or the immediate family of his or her spouse, which occurs during working hours or within four (4) hours of the start of a shift which the employee is working and requires the attendance of the employee. The length of leave shall not exceed the duration of the remainder of the regularly-scheduled ~~workday~~ **“Day” or “Night”**, and such leave may not be taken consecutively **without approval of the Fire Chief or his designee**. This leave may not be used to accompany a spouse or child to a medical appointment, including an operation which is scheduled in advance. No more than a total of three (3) ~~workdays~~ **“Days” or “Nights”** leave with pay in the calendar year shall be granted, and said days may not be taken consecutively. Immediate family for the purpose of this Section is as defined in Section 14.1(c).
- (e) If requested and approved in advance, the appointing authority may grant an employee necessary time not to exceed in the aggregate a total of three (3) working ~~days~~ **“Days” or “Nights”** special leave per calendar year to fulfill obligations of: going to, attending, and returning from funerals of persons other than members of the immediate family, and for court appearances other than those required by (f) below.
- (f) Because of a demand which is made for the employee by another governmental agency as a result of employment by the Town.
- (g) When the Department sends an individual to attend initial Paramedic training or Fire Fighter Recruit class, the Department will provide for the necessary time off.

The provisions of this Section do not apply to Battalion Chiefs and Deputy Chiefs who elected to retain the annual leave and sick leave benefits they had as unaffiliated employees prior to October 14, 2008.

**Section 18.1 Shift Exchanges:** A shift exchange is defined as an exchange of ~~an entire work period~~ a **“Day” or “Night”** between two (2) employees. Any employee, assigned to a shift as strength, may exchange a work shift with another employee provided:

- 1) Such exchange is between two (2) Firefighters; Firefighter-

Paramedics; Lieutenants; Shift Commanders.

- 2) The Chief of Department, or designee, must approve the shift exchange request and such exchange request is received and posted not less than one (1) hour prior to its becoming effective.
- 3) Such exchange does not impose any additional cost to the Town.

In the event an employee working a shift exchange cannot complete the entire shift due to circumstances that may occur, it shall be the responsibility of the employee to arrange for a replacement; and if a replacement cannot be found by the employee, or the employee defers to the Department to locate a replacement, the Department shall hire overtime to provide the strength to which they are entitled and the cost of such overtime shall be deducted from the next overtime compensation due the employee or, if not reimbursed within a thirty (30) day period, through an agreement developed between the Chief's office and Local 1579. In the event of a Workers' Compensation event, the Department shall assume the cost of any overtime required to maintain minimum strength for the remainder of the shift.

If an employee, who is scheduled to work a shift exchange, fails to report to duty; the Department shall, following a ten (10) minute grace period, hire overtime to provide the strength to which they are entitled and the cost of such overtime shall be deducted from the next overtime compensation due the employee or, if not reimbursed within a thirty (30) day period, through an agreement developed between the Chief's office and Local 1579. Employees that fail to report for duty for a shift exchange, may be subject, in addition to the overtime reimbursement provisions, to administrative sanction.

**Section 18.3 Early Relief:** An Early Relief is defined as an occurrence where one employee relieves another employee three (3) or more hours prior to the normal end of a ~~work shift~~ **“Day” or “Night”**.

Any employee, assigned to a shift as strength, may engage in an early relief provided:

- 1) Such relief is between two (2) Firefighters; Firefighter-Paramedics; Lieutenants.
- 2) The Chief of Department, or designee, must approve the early relief request and such request is received and posted not less than one (1) hour prior to its becoming effective.
- 3) Such relief does not impose any additional cost to the Town.

The employee being relieved early is only entitled to exemption from overtime for the ~~shift~~ **“Day” or “Night”** following the early relief. The employee doing the relieving is only entitled to exemption from overtime for an overtime that would encroach upon the early relief timespan.

**Section 18.4 Holdovers:** A Holdover is defined as an occurrence where one employee holds over for another employee three (3) hours or more at the normal beginning of a ~~work~~ **shift “Day” or “Night”**.

Any employee, assigned to a shift as strength, may engage in a holdover provided:

- 1) Such holdover is between two (2) Firefighters; Firefighter-Paramedics; Lieutenants.
- 2) The Chief of Department, or designee, must approve the holdover request and such request is received and posted not less than one (1) hour prior to its becoming effective except for a sudden and unexpected emergency in which case a request may be received and posted in under one (1) hour.
- 3) Such holdover does not impose any additional cost to the Town.

The employee requesting the hold over is entitled to an exemption from overtime for the ~~shift~~ **“Day” or “Night”** preceding the holdover. The employee doing the holding over is only entitled to exemption from overtime for an overtime that would encroach upon the holdover timespan.

**Section 25.14 Submission of Time Off Requests:** Employees may submit all forms of authorized leave in an agreed upon manner which may include the use of proxy. It is the Employee's responsibility to ensure that their time off requests are approved. Requests for time off submitted for the next ~~shift~~ **“Day” or “Night”** will require direct contact with the Shift Commander or his designee.

**Time off requests (excluding sick leave) for the night portion of a 24-hour shift must be submitted no later than 21:00 of the preceding shift. Requests submitted after 21:00 will not be accepted. However, an employee may have the time off if he/she is able to find their own coverage (another member of the same classification willing to work the overtime). The employee must find their own coverage and the individual accepting coverage shall call the shift commander and advise him/her of the agreement. This pertains to vacation, comp and holiday time. This requirement does not pertain to time off requests for a “Day” or a full 24-hour shift.**

As set forth in the Agreement, if issues arise during implementation of the schedule change to twenty four (24) hour shifts requiring the parties to revert back to the prior schedule, this side letter shall have no effect and shall be disregarded by the parties.

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

Town of Manchester

Local 1579, International Association of  
Firefighters, AFL-CIO



By

Date Signed 3/1/17

By

Date Signed 3-1-17