

Robert J. Park

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TOWN CLERK
EAST HARTFORD

AGREEMENT BETWEEN

THE TOWN OF EAST HARTFORD

AND

LOCAL 1548

INTERNATIONAL ASSOCIATION OF

FIRE FIGHTERS, AFL-CIO

FOR THE PERIOD JULY 1, 2022 THROUGH JUNE 30, 2026

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The following contract, effective as of the first day of July 2022, by and between, respectively, the Town of East Hartford, hereinafter referred to as the "Town" and Local 1548, International Association of Fire Fighters, hereinafter referred to as the "Union", is designed to maintain and promote a harmonious relationship between the Town of East Hartford and such of its employees who are within the provisions of this contract, in order that more efficient and progressive public service be rendered.

ARTICLE I

Recognition

The Town hereby recognizes the Union as the exclusive representative and bargaining agent for this bargaining unit consisting of all uniformed positions within the East Hartford Fire Department, except those of Chief and Assistant Chiefs. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination because of age, sex, marital status, race, color, creed, national origin, political affiliation or union membership.

ARTICLE II

Union Security

SECTION 1

Employees in the collective bargaining unit may, from the signing of this Agreement, or within thirty (30) days from the date of employment by the Town, become and remain members of the Union in good standing in accordance with the Constitution and By-Laws of the Union.

SECTION 2

The Town shall deduct Union dues from the earned wages of each Union member, in such amount as determined by the Union as the regular weekly dues uniformly required as a condition of retaining membership therein, upon the receipt of an employee's voluntary authorization card. The sum which represents such weekly Union dues deduction shall be certified to the Town as constituting such by the duly authorized financial officer of the Union. If the sum once certified is changed, the amount deducted from the earnings of an employee who has authorized such deduction shall not be increased or decreased until thirty (30) days written notice of such change has been received by the Town from the duly authorized financial officer of the Union. Deductions provided for herein shall be remitted to the duly authorized financial officer of the Union not later than one (1) week following the end of each month in which the deduction is made. Each month, the Town will simultaneously furnish the duly authorized financial officer of the Union with a list of the employees for whom Union dues deductions have been made.

The Town's obligation to make such deductions shall terminate automatically upon termination of the employee who signed the authorization, written voluntary request of the employee, or upon his/her transfer to a job not covered by this Agreement, except that deductions shall be resumed if an employee terminated by layoff is rehired, with seniority rights, during the life of the contract then in existence.

The Union agrees that it will indemnify and save the Town harmless from any and all liability, claim, responsibility, damage, or suit which may arise out of any action taken by the Town in accordance with the terms of this Article or in reliance upon the authorization described herein, in an amount not to exceed the sum received by the Union on account of the deductions made from the earnings of such employee or employees.

ARTICLE III Bulletin Boards

No material shall be posted except notices of meetings and elections, results of elections, changes in Union By-Laws, notices of employee social occasions and similar Union notices, letters and memoranda. All material shall be signed by an officer of the Union.

ARTICLE IV Grievance Procedure

SECTION 1

No bargaining unit employee shall be removed, dismissed, discharged, suspended, fined, or reduced in rank except for just cause. Should any employee or group of employees feel aggrieved concerning disciplinary action, wages, hours or conditions of employment as agreed to hereunder, all of which wages, hours and conditions are controlled by this contract, adjustment shall be as follows:

- A. The Union shall submit such grievance, in writing, to the Chief of the Fire Department, within thirty (30) days of the incident giving rise to the grievance, setting forth the nature of the grievance, including specific reference to the clause or clauses of the contract which the Union believes have been violated. Within seven (7) days after the Chief receives such grievance, he/she shall arrange to and shall meet with the representatives of the Union for the purpose of adjusting or resolving such grievance.
- B. If such grievance is not resolved to the satisfaction of the Union by the Chief, within seven (7) days after such meeting, the Union may present such grievance, in writing, within seven (7) days thereafter to the Human Resources Director. Within ten (10) days after said Human Resources Director receives such grievance, the Human Resources Director shall arrange to and shall meet with the Union in an attempt to resolve said grievance.
- C.
 1. If such grievance is not resolved to the satisfaction of the Union by the Human Resources Director within seven (7) days after such meeting, the Union may, within ten (10) days thereafter, submit the dispute to arbitration by the Connecticut State Board of Mediation and Arbitration. Said Board shall hear and act on such dispute in accordance with its rules and render a decision which shall be final and binding on all parties. In the event such dispute involves disciplinary action the Board of Mediation and Arbitration will have the power to uphold the

action of the Town or to rescind or modify such action, and such powers shall include, but shall not be limited to the right to reinstate a suspended or discharged employee, with full back pay.

2. Notwithstanding the foregoing, either the Union or the Town may substitute the American Arbitration Association (AAA) for the Connecticut State Board of Mediation and Arbitration for administration of any grievance under the rules of the AAA, subject to the same time limits as stated above. The costs of arbitration shall be divided equally between the Town and the Union. No more than three (3) arbitration cases, in aggregate, shall be referred to the AAA during any contract year (July 1 - June 30). If the Union chooses to refer a dispute to the AAA, it shall substitute the AAA for the State Board of Mediation and Arbitration within the above time limit. If the Town chooses to refer a dispute to the AAA it shall do so in writing within ten (10) days from receipt of written notice that the dispute has been submitted to arbitration before the State Board of Mediation and Arbitration.
- D. In cases of employee suspension, such suspension may be without pay for up to one (1) week (four (4) work days for those covered by Section I of Article VI, or four (4) work days for those covered by Section 2 of Article VI) before a hearing.
- E. Nothing contained herein shall prevent any employee from presenting his/her own grievance and representing himself/herself. However, only the Union may proceed to arbitration.
- F. Time limits provided for herein may be extended by written agreement of the parties.
- G. As used herein, "days" shall mean calendar days. If, however, the final day of a time period falls on a Saturday, Sunday, or holiday, the time period shall automatically be extended to the next day.

ARTICLE V

Union Business Leave

SECTION 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 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 3

Such officers and members of the Union, as may be designated by the Union, shall be granted twenty (20) days' leave from duty with full pay, for Union business such as attending labor conventions and educational conferences.

ARTICLE VI Work Week

SECTION 1

The work week for all employees except those assigned to the Fire Marshal's Division, the Apparatus Repair Division, the Fire Alarm Division, the EMS Division, the Training Division, Emergency Management, Special Administrative Assignments, or Light duty shall be an average of not more than forty-two (42) hours per week computed over a period of one fiscal year. Personnel shall work a twenty four hour shift followed by 72 hours off. Each 24 hour shift shall be comprised of a ten hour day tour to commence at 0700 hours and to conclude at 1700 hours linked to a fourteen hour night tour which shall commence at 1700 hours and conclude at 0700 hours following day. All leave shall be taken in 24 hour blocks of time except as specified.

The following leave may be granted for a day tour or a night tour:

1. Vacation days
2. Earned Days (for perfect attendance)
3. Special Leave
4. Educational Leave
5. Personal/ Sick Leave
6. Sick Leave specific to the care of a family member

This schedule may be modified to meet the requirements of the Department by mutual agreement between Local 1548 and the Chief of Department.

SECTION 2

The work week of all employees who are not covered under Section 1 of this Article shall be thirty-five (35) hours per week, Personnel shall rotate on a weekly basis between Monday through Thursday from 0730 hrs to 1700 hrs with a 45 minute lunch break and Tuesday through Friday from 0730 hrs to 1700 hrs with a 45 minute lunch break. This schedule may be modified to meet the requirements of the Department by mutual agreement between Local 1548 and the Chief of Department.

SECTION 3

The procedures concerning group changes, which were in effect at the time this Agreement was negotiated, shall continue. The Chief or his/her designee and representatives of the Union shall meet for the purpose of reducing the group change procedure to writing.

SECTION 4

A. All temporary positions not covered under Section 1 of this Article will be covered under Section 2 of this article.

B. Temporary Positions shall be created and assigned as follows:

Whenever the Town determines that a new temporary position is required, the Fire Chief shall identify the duties, responsibilities, and pay grade for that position.

All temporary positions, for which there is no active eligibility list, shall be offered to the most qualified person. Qualification is determined by a review of the individual's qualifications, including education, training, relevant experience, and certification, in comparison to the minimum qualifications contained within the job description. In the event of two persons with equivalent qualification, the senior most person shall be selected for the position.

Temporary positions shall be for a period not less than 90 days, nor more than 365 days from date of assignment. Temporary positions may be extended up to an additional 180 days, if agreed upon by the Fire Chief, member filling the temporary position, and Local 1548.

ARTICLE VII

Holidays

SECTION 1

In each fiscal year, each employee shall receive holiday pay for twelve (12) holidays. Each day of the holiday pay for each employee shall be computed by multiplying his/her regular hourly rate by twelve (12) hours. Holiday pay shall be paid on or about September 1 of each fiscal year. The twelve (12) holidays are:

Independence Day	New Year's Day
Labor Day	Martin Luther King Day
Columbus Day	Presidents' Day
Veterans Day	Good Friday
Thanksgiving Day	Easter
Christmas Day	Memorial Day

SECTION 2

In the event of an unforeseen national state holiday of mourning, and it is declared as such and is in fact celebrated by the Town, each employee shall receive an additional day of holiday pay.

ARTICLE VIII Overtime

SECTION 1

Whenever an employee works in excess of his/her regularly assigned work week or work schedule, as provided for in Article VI, in addition to any other benefits to which he/she may be entitled, he/she shall be paid for such overtime work at time and one half* the hourly rate which he/she receives for his/her regularly assigned duty, multiplied by twelve (12) hours if such employee works the full ten (10) hour day tour or a full fourteen (14) hour night tour of such work, or multiplied by four (4) hours or the actual number of hours worked, whichever is greater, if such employee works less than a full tour of such work or is ordered to and does report for overtime work.

* See Memorandum of Agreement re Minimum Manning *

Employees shall be paid time and one-half for outside duty and order ins.

SECTION 2

Notwithstanding the provisions of Section 1 of this Article, any employee who is required to work in excess of his/her regularly assigned work week or work schedule, as provided for in Article VI will be paid the applicable overtime rate for all time worked in excess of his/her work schedule.

SECTION 3

Notwithstanding the provisions of Section 1 of this Article, any employee who is required to work in excess of his/her regularly assigned work week or work schedule, as provided for in Article VI, because he/she has been ordered to and performs work in connection with a multiple alarm fire, or in the event of an emergency condition, such as, but not limited to such conditions as flooding, civil disturbance, severe and/or unusual weather conditions, or any other emergency declared by the Mayor or his/her designee, shall be paid for such overtime work at one and one quarter (1 1/4) times the hourly rate which he/she receives for his/her regularly assigned duty, multiplied by twelve (12) hours, if such employee works a full ten (10) hour day tour or a full fourteen (14) hour night tour of such work, or multiplied by four (4) hours or the actual number of such hours worked, whichever is greater, if such employee works less than a full tour of such work or is ordered to and does report for overtime work.

SECTION 4

- A. The overtime lists (with the exception of the Emergency List) shall consist of those employees who volunteer in writing. Newly hired employees shall have thirty (30) days from date of hire within which to volunteer, in writing, to have his/her name added to such list(s). The names of employees on the overtime lists shall be placed thereon in order of their seniority.

B. Regular Overtime Lists

There shall be two (2) separate lists for overtime which is needed to bring a company up to minimum manpower strength for the full shift:

1. Deputy Chiefs, Captains and Lieutenants,
2. Firefighters, Firefighter/Paramedics, Apparatus Operators.

- C. Whenever overtime is required to bring a firefighting shift up to minimum manpower strength, it shall be rotated among the qualified employees whose names appear on the appropriate Regular or Four-Hour overtime lists.
- D. If an employee works an overtime assignment or refuses to work such an overtime assignment, his/her name shall be placed at the bottom of the rotating overtime list. If an employee is unable to work such overtime because he is on sick leave or injury leave, his name shall be placed at the bottom of the rotating overtime list only after he has completed the period of sick or injury leave and has had the same number of opportunities to work he would have had if he was not sick or injured, to a maximum of ten (10) such opportunities. Any employee who has reported off sick with a slip is ineligible for overtime during the next shift and thereafter until he/she reports back for duty.
- E. If no employee on the appropriate roster accepts an overtime assignment, the employee standing highest on the applicable rotating roster shall be ordered to work such assignment. Employees who opt not to volunteer to be in the overtime list shall not be exempt from an order back. Employees who opt not to volunteer to be on the overtime list will still have their overtime opportunities recorded as a refusal for purposes of order backs.
- F. The officer in charge of the shift on which such overtime work is to take place shall administer the provisions of this section. The lists and procedures outlined in this Section may be modified by mutual agreement between the Chief and the Union in order to better meet departmental needs.
- G. Members working in Temporary Position or Acting Assignment, upon returning to their previous permanent job assignment, shall have their proper position in each overtime list determined in the following manner:

1. The total salary compensation (including base pay and any overtime worked) for the time period where the member was in the Temporary or Acting Assignment will be compared to a similarly situated member in his permanent classification. For the purpose of this section, similarly situated shall be defined as same job class, step, and having worked an average number of overtime shifts for the period.
2. The difference in compensation will be translated into an equivalent number of overtime shifts 'behind.' Under no circumstance will the member coming from the Temporary or Acting Assignment be placed ahead (in number of overtime hours worked) of those in his job class.

SECTION 5

No employees who are covered by Section 1 of Article VI of this Agreement shall work more than five (5) consecutive tours of duty. An employee who has worked the maximum consecutive tours permitted by this Section shall not be ordered to work overtime unless there is a state of emergency declared by the Mayor necessitating the presence of all personnel. This section may be modified by mutual agreement between the Chief and the Union in order to better meet the needs of the Department. Utmost consideration shall be given to the health and safety of the employee being offered overtime before a decision is made.

SECTION 6

Whenever any private person or organization is required to, or shall seek the services of employees of the Fire Department for extra duty assignments, the Chief or his designated representative shall hire the requested number of employees being requested from the extra duty overtime list.

- A. The extra duty list shall consist of those employees who volunteer in writing to have their names added to such list by April 15, 2004. Newly hired employees shall have thirty (30) days from date of hire to volunteer, in writing, to have their names added to such list. The names on the extra duty overtime list shall be placed in the order of department seniority. Employees who wish to be added to such list after April 15, 2004, may do so in writing to the Chief or his/her designee at any time, but shall be placed at the end of said list and averaged into the rotating order for hiring purposes. On January 1 and July 1 of each calendar year, the order of all names on the extra duty overtime list shall be adjusted to reflect department seniority.
- B. Employees may at any time request in writing to the Chief or his/her designee that their name be removed from the extra duty overtime list. These employees may also request in writing to the Chief or his/her designee that their name be placed back on to the extra duty overtime list. Such names shall be placed back on to the extra duty overtime list two times per calendar year, on either January 1 or July 1 but only after a minimum period of six months has passed since they were removed from the extra duty overtime list. These

names shall be placed on to the extra duty overtime list in order of department seniority and averaged into the rotating order for hiring purposes.

- C. All employees covered under this Collective Bargaining Agreement shall be eligible for placement on the extra duty overtime list. Employees shall be assigned and restricted to duties at specific events and/or occupancies based on their current position, job description, and/or rank except in the case of ancillary service employees who may work off the extra duty overtime list in a position of lower labor grade or different job description. Ancillary service employees may not be placed in line firefighter or line officer positions, whose duties are suppression. Ancillary service employees may be hired for such positions as fire prevention, fire watch, dual role fire prevention/ EMS positions, and other similar job assignments.
- D. Employees working extra duty shall be compensated at the following overtime rates:
 - 1. Firefighters, Firefighter/Paramedics, and Apparatus Operators.
 - a. Grade 66
 - 2. Lieutenants, Captains, and Deputy Chiefs.
 - a. Grade 69, Step 2 when working in a capacity other than event/incident operations commander.
 - b. Grade 72, Step 3 for Captains and Deputy Chiefs working as the event/incident operations commander.
 - 3. Fire Equipment Mechanic, Fire Alarm Mechanic, Fire Inspectors, Master Mechanic, Superintendent of Alarms, Fire Marshall, Chief Medical Officer, Assistant Medical Officer, Emergency Manager, Chief Training Officer, and any new position(s) created in the ancillary services which are similar in labor grade and/or position.
 - a. Grade 66 when operating in a capacity which is less than their regular job assignment or position.
 - b. Grade 69, Step 2 when working in the capacity of their regular job assignment or a supervisory position relevant to their position.
- E. Employees hired for extra duty assignment shall be paid for such assignment at the appropriate overtime rate, multiplied by four (4) hours, or the actual number of hours of such overtime, whichever is greater.
- F. If no employee volunteers for extra fire duty, assignments will be made by the Chief to those off duty from the rotating extra fire duty list.

SECTION 7 – COMPENSATORY TIME ACCRUAL VS. OVERTIME PAY

- A. Compensatory time may be accrued instead of overtime pay, at the firefighters' discretion, for all overtime that is not reimbursed by a third party or by a grant. Compensatory Time earned is returned at a time and one quarter rate. Compensatory time may be accumulated up to a maximum of 240 hours. Unused compensatory time shall be paid out at the time of retirement provided, however, it shall not be included in "Final Average Pay" under the pension plan.
1. Compensatory Time Always Allowed (Examples)
 - Normal duty (the usual Firefighter work that results in overtime e.g. callbacks, etc.)
 - Holidays
 - Riverfest
 2. Compensatory Time Not Allowed (Examples)
 - UConn Football Games, Private Duty Events
 - Federal or State Grants

SECTION 8 – OTHER CONSIDERATIONS

- A. Management reserves the right to pay firefighters for the amounts of compensatory time accrued in excess of 200 hours in the event that staffing levels prohibit taking the compensatory time in a timely and fair manner.
- B. Employees will not be ordered to or forced to use compensatory time.
- C. Overtime pay will be substituted for all denied requests of compensatory time.
- D. All compensatory issues (i.e. use, accrual, etc.) will be resolved through the parameters outlined in the CBA. All applicable Federal and State Laws still apply to areas where this agreement is silent. However, the Town and Union agree, that as of this date, the Law permits the parties to enter into the above as an enforceable agreement.

SECTION 9 – USAGE OF COMPENSATORY TIME:

- A. Usage of Compensatory Time will be treated the same as vacation time listed in Article X, Section 2, Appendix A.

ARTICLE IX
Acting Officers and Promotions

SECTION 1 - ACTING OFFICERS

Whenever any employee is required to work (act) in a higher classification than his/her regular classification, such employee shall receive, in pay, the difference between their regular rate of pay and Step 1 of the higher classification in which he/she serves in this acting capacity except as provided herein. Employees who are acting will receive only the next higher rate of pay. Service in an "acting" capacity shall not count towards seniority if and when an employee is permanently appointed to such higher rank, it shall count toward eligibility for step increase, time in grade for purposes of eligibility for promotional exams, provided:

1. The employee was temporarily promoted from an established promotional list.
2. The employee has been in a temporary position for a minimum of 30 days.
3. The employee has been continuously in a temporary promoted position without interruption and is promoted from the same temporary position.
4. The promotional probationary period shall begin on the date of permanent promotion and shall continue for a period of one (1) year.

Whenever the Assistant Medical Officer, Assistant Master Mechanic, Assistant Alarms Superintendent, or Deputy Fire Marshal is required to work (act) in a higher classification within their Division, such employee must work in the acting position for a seven (7) consecutive calendar days to be eligible to receive acting pay retroactive to the first day.

SECTION 2

- A. Whenever an employee is absent from duty for any reason or has separated from service and such absence (1) causes another employee or employees to act in a higher capacity, with or without additional compensation, and (2) there is an existing eligibility list for the rank or ranks being filled in by an employee working in an acting capacity, then on the thirty-first (31) day of such absence or separation from service, the employee standing highest on the existing eligibility list for the rank in which acting in a higher capacity is being worked shall be temporarily appointed to act in such capacity until the need for such work in an acting capacity no longer exists.
- B. Whenever an employee is absent from duty for any reason or has separated from service and such absence (1) causes another employee or employees to act in a higher capacity, with or without additional compensation, and (2) there is no existing eligibility list for the rank or ranks being filled in by an employee working in an acting capacity, then on the ninety-first day of such absence or separation from service, such position shall be offered to the senior most qualified person from the immediately subordinate rank. Senior most qualified shall be defined as seniority in rank, not years of service.

- C. If the employer can reasonably determine that such absence will last more than ninety-one (91) days, then the employer may appoint said highest eligible employee any time after the first day of absence.
- D. Temporarily appointed employees shall begin receiving the higher rate of pay upon appointment.

SECTION 3

- A. All promotional examinations and promotional appointments shall be in accordance with the Town of East Hartford Personnel Rules and Merit System in effect on the date of the Departmental promotional examination announcement.
- B. Effective on ratification of the Agreement, promotion exams shall be held with regularity in order to establish and maintain active promotional eligibility lists. Promotional examinations shall be held no less frequently than provided for herein below, absent the extension of the existing eligibility list by the Fire Chief, or mutual agreement between the Fire Chief and Union based on anticipated vacancies:
 - 1. Apparatus Operator: No less frequently than every other year;
 - 2. Lieutenant: No less frequently than every other year;
 - 3. Captain: No less frequently than every three (3) years;
 - 4. Deputy Chief: No less frequently than every three (3) years;
 - 5. Deputy Fire Marshal, Assistant Medical Officer, Assistant Superintendent of Alarms and Assistant Master Mechanic: No less frequently than every four (4) years;
 - 6. Master Mechanic, Superintendent of Alarms, Fire Marshal and Fire Captain of Emergency Management: No less frequently than every four (4) years.

ARTICLE X

Vacations

SECTION 1

In each calendar year, each employee who has or will have six (6) months but less than one (1) year of Town service on December 31st of such calendar year shall receive one (1) week of vacation leave with pay. Each employee who has or will have one (1) but less than five (5) years of Town service on December 31st of such calendar year shall receive two (2) weeks of vacation leave with pay. Each employee who has or will have five (5) but less than ten (10) years of Town service on December 31st of such calendar year shall receive three (3) weeks of vacation leave with pay.

Each employee who has or will have ten (10) but less than sixteen (16) years of Town service on December 31st of such calendar year shall receive four (4) weeks of vacation leave with pay. Each employee who has or will have sixteen (16) or more years of Town service on December 31st of such calendar year shall receive one (1) additional day of vacation leave with pay. Each employee who has or will have seventeen (17) or more years of Town service on December 31st of such calendar year shall receive two (2) additional days of vacation leave with pay. Each employee who has or will have eighteen (18) or more years of Town service on December 31st of such calendar year shall receive three (3) additional days of vacation leave with pay. Each employee who has or will have nineteen (19) or more years of Town service on December 31st of such calendar year shall receive four (4) additional days of vacation leave with pay. Each employee who has or will have twenty (20) or more years of Town service on December 31st of such calendar year shall receive five (5) additional days of vacation leave with pay.

SECTION 2

- A. Employees may take their vacation leave at any time during the calendar year except that the Chief may limit the number of employees who may be on vacation simultaneously to eleven (11). The distribution of the eleven (11) positions shall be three (3) officers, four (4) apparatus operators, and four (4) firefighter or firefighter/paramedics. The shift commander shall hold the rank of deputy chief, acting deputy chief, or captain. An acting captain shall not be eligible to serve as a shift commander.

Exceptions to the minimums set forth in Article X, Section 2.A. are allowed for the following shift provided there are enough volunteers who have signed the sign up list:

- a. Thanksgiving Day/Night
- b. Christmas Eve Day/Night
- c. Christmas Day Day/Night
- d. New Year's Eve Day/Night
- e. New Year's Day Day/Night
- f. Fourth of July Day/Night

- B. In the event of a conflict concerning a choice of vacations, preference shall be given on the basis of seniority in grade, except that no employee who is entitled to more than two weeks of vacation leave may select such additional vacation leave until all employees who are entitled to two weeks of vacation leave shall have chosen same. No employee shall take individual days of vacation leave in such a manner as to conflict with another employee's choice of a full week of vacation leave. Each week of vacation leave shall begin on Monday and run for seven (7) consecutive days.

SECTION 3

All vacation leave may be taken as individual days off. For the purpose of this Section, a week of vacation leave shall mean four (4) tours of duty for those employees who are covered by Section 1 of Article VI of this Agreement and shall mean four (4) tours of duty for those employees who

are covered under Section 2 of Article VI of this Agreement. All applicable provisions of this Article shall apply to this Section as well.

SECTION 4

Each employee may carry forward up to two (2) weeks of unused vacation leave. Such leave shall be taken in accordance with the provisions of Section 2 of this Article. Carryover of vacation under this Section shall require thirty (30) days notice in writing to the Chief or the Deputy Chief.

SECTION 5

If any employee is entitled to vacation leave at the time of his/her separation from the Fire Department, or his/her death, such employee, or his/her dependent survivors, as the case may be, shall receive one (1) day of pay for each day or days of such vacation leave.

ARTICLE XI Sick Leave

SECTION 1

Each employee shall be entitled to one and one fourth (1 1/4) working days of sick leave, with pay, for each month of service which shall accumulate indefinitely. One 24 hour shift each year may be defined as Personal/Sick Leave to be used at the employee's sole discretion. Use of Personal/Sick Leave shall not break a period of "Perfect Attendance" as defined in Section 2 of Article XI.

SECTION 2

The term "perfect attendance" shall mean no time taken for sick leave, unauthorized leave or authorized leave without pay. Employees shall earn one (1) day for perfect attendance for each of the following periods:

January 1	thru	March 31
April 1	thru	June 30
July 1	thru	September 30
October 1	thru	December 31

Earned days must be taken within an eight (8) month period.

SECTION 3

If an employee has unused sick leave at the time of his/her retirement, he/she shall receive one day of pay for each day of unused sick leave up to a maximum of one hundred twenty (120)) days. In the event of an employee's death, his/her spouse and/or dependent children shall receive, on the basis of the employee's current wages, full compensation for any of the

employee's unused accumulation of sick leave up to a maximum of ninety (90) days. Employees hired on/after July 1, 2017 will not receive any payout of sick leave upon retirement.

SECTION 4

- A. Sick leave may be used by employees for the recovery from illness, injury, exposure to disease, or to permit the absence of the employee for up to 24 hours to care for a member of the employee's immediate family. Immediate family shall mean, and include, mother, father, mother-in-law, father-in-law, spouse, child, sister, brother, grandparent, grandchild, and any family member that is domiciled in the employee's household.
- B. Use of sick leave to care for a family member shall be limited to six tours.

SECTION 5

No employee will be eligible for sick leave during any period which he/she is eligible for and collecting Workers' Compensation from an employer other than the Town of East Hartford.

SECTION 6

- A. A medical certification signed by a licensed physician, or other practitioner whose method of healing is recognized by the State authorities, may be required for a period of more than two (2) consecutive working days, or as supporting evidence when sick leave is requested during a period when an employee is on accrued vacation leave, or any other type of leave, or when an employee's attendance shows frequent or habitual absence because of claimed sickness. Medical certification shall be provided on a prescribed form. See Appendix C.
- B. Notwithstanding any other provisions of this contract, the Chief will periodically review the attendance patterns of employees. If the review of any employee's record discloses individual events of illness which total six (6) or more days during any twelve (12) month period, or a proportional number if the review period is less than twelve (12) months, the Chief may discuss such attendance pattern with the employee and advise him or her through consultation. The failure to improve his or her attendance prior to the end of the next review period may lead to disciplinary action.

SECTION 7

The Town may provide a physician or nurse to make any necessary examinations or investigations of any alleged abuses of sick leave. The cost of such examination or investigation shall be paid by the Town.

ARTICLE XII

Injury Leave

SECTION 1

Each employee who is injured or disabled in the performance of his/her duties shall be entitled to injury leave, with full pay, from the date of injury until such time as he/she is able to return to duty or reaches maximum medical improvement, whichever comes first, and in no event for more than eighteen (18) months from the date of injury. Such injury leave may be extended to a maximum of an additional six (6) months upon receipt by the Town of the written opinion of the employee's physician, prior to expiration of the initial 18 month period, that the injured employee will be capable of resuming his/her duties within such extended six (6) month period. In those cases wherein the disabled employee may receive damages or awards through litigation or settlement against third parties, such employees will reimburse the Town for that portion of such damages or awards which compensated him/her for the salary to which he/she was entitled during such leave. The Corporation Counsel is authorized to negotiate anything less than the full amount of such reimbursement subject to approval by the Town Council.

SECTION 2

The Town shall pay the hospital, medical and drug expense for each employee who is injured or disabled in the performance of duty, provided that he/she reports such injury or disability to his/her superior officer as soon as he/she becomes aware that such injury or disability was suffered in the line of duty and, further provided that he/she reports same within one (1) year of the date of the injury or disability, and further provided that he/she establishes, through proper evidence and witnesses, that such injury or disability was suffered in the performance of his/her duty.

SECTION 3

- A. Notwithstanding any provisions of Section 2 of this Article to the contrary, any condition of impairment of health caused by hypertension or heart disease resulting in total or partial disability to an employee hired before July 1, 1996 shall be presumed to have been suffered in the performance of his/her duties.
- B. Any employee who is hired on or after July 1, 1996 shall be subject to the provisions of C.G.S. §7-433c, as it may be amended from time to time.

SECTION 4

No employee shall engage in any activity of an emergency nature which is known to have caused heart and hypertension problems as covered under Section 7-433c of the Connecticut General Statutes. This provision shall not apply to activity in the employ of, or for the benefit of the Town.

SECTION 5

Light Duty Work Program

- A. There shall be established a Light Duty Work Program within the East Hartford Fire Department to accommodate the temporary partial physical disabilities of Department personnel, arising from both work related and non-work related illnesses, injuries or medical condition.
- B. Whenever any employee presents a doctor's certificate indicating the employee is fit for light duty, the Fire Chief or his designee shall determine:
1. That the employee's skills and abilities and medical condition are appropriate to the light duty job to which he/she has been assigned.
 2. An employee who has been released to light duty shall report for light duty on the day of his/her next regularly scheduled shift. Should the employee's next regular shift fall on a Saturday or Sunday he/she shall report for light duty on Monday.
 3. Light duty assignments shall be thirty-five (35) hours per week. Personnel shall rotate on a weekly basis between Monday through Thursday from 0730 hrs to 1700 hrs with a 45 minute lunch break and Tuesday through Friday from 0730 hrs to 1700 hrs with a 45 minute lunch break. This schedule may be modified to meet the requirements of the Department by mutual agreement between Local 1548 and the Chief of Department. Employees on light duty assignments will be excused from duty for reasonable periods of time for doctor's appointments and physical therapy.
 4. In the case of work related injuries, that the illness injury or medical condition is expected to continue for no more than eighteen (18) months from the date of injury. However, a light duty assignment may be extended up to a maximum of an additional six (6) months upon receipt by the Town of the written opinion of the employee's physician, prior to the expiration of the initial eighteen (18) month period, that the injured employee will be capable of resuming his/her duties within such extended six (6) month period; and

In the case of non-work related injuries, that the illness, injury or medical condition is expected to continue for no more than six (6) months from the date of injury. However, a light duty assignment may be extended up to a maximum of an additional eighteen (18) months upon receipt by the Town of the written opinion of a physician chosen by the Town, prior to the expiration of the initial six (6) month period that the injured employee will be capable of resuming his/her duties within such extended eighteen (18)

month period. Employees with non-work related injuries will submit to independent medical examinations, at the expense of the Town, whenever the Chief in his or her discretion, deems such an independent medical examination (or series of examinations) to be reasonable and appropriate.

It shall be the responsibility of the employee to secure the doctor's certificate stating the information detailed above, except when an independent medical examination is required.

- C. Employees participating in the Light Duty Work Program shall assist in non-fire suppression duties that contribute in a meaningful and identifiable way to the function and mission of the East Hartford Fire Department. No employee shall be required to perform menial or degrading work in the Light Duty Program.
- D. Upon receiving medical certification that he/she is fit for duty, the employee shall be returned to the position and unit to which the employee had been assigned prior to the onset of his/her temporary disability, subject to reassignment and/or promotion.

ARTICLE XIII

Special Leave

SECTION 1

Each employee shall be granted special leave, with pay, for any day or days on which he/she is able to secure another employee to work in his/her place provided:

- A. Such substitution does not impose any additional costs on the Town;
- B. Such substitution does not cause the Company to be without a qualified employee to fill each of its positions;
- C. The officer in charge of his/her assigned shift shall be notified in writing on an approved form or electronically at least 24 hours in advance;
- D. In each calendar month, no employee shall exchange more than two (2) day tours of special leave, excluding weekends and holidays, except if being used for educational purposes - proof may be required.. If one or more additional days are requested, they may be granted only with approval of the Chief or the Assistant Chief;
- E. Neither the Department nor the Town is held responsible for enforcing any agreements made between employees.

SECTION 2

Family Medical Leave

The Town will comply with all the terms of the Federal Family Medical Leave Acts. These terms include but are not limited to the following:

- A. Under circumstances described below, employees will be eligible for up to 12 weeks of paid or unpaid family and medical leave in a twelve-month period. Pursuant to Federal Law, employees may choose, or employers may require the employee to use, accrued paid leave to cover some or all of the FMLA leave taken. In addition, employees may choose, or employers may require, the substitution of accrued paid vacation or accrued paid personal leave for any of the situations covered by FMLA.
- B. Events which qualify employees for such leave are:
 - Birth or adoption of a child or placement of a child in the employee's home for foster care.
 - A serious health condition, as defined by FMLA, of the employee, employee's spouse, employee's parent or child.
- C. To qualify for FMLA leave, employees requesting such leave must explain the reason for the leave in writing to their department head so that the Town can determine if FMLA-qualified leave will be granted.
- D. The Town may require medical certification to document the reason for the leave, where provided by law.
- E. The Town will notify the employee in writing before the leave begins that the leave has been designated as FMLA leave and will be deducted from the allowable maximum.
- F. During the period of FMLA-qualified leave, the employee shall retain health benefits at the same level as before the leave. The Town will continue to pay the premiums as before the leave. Any employee contributions to health insurance shall be made directly to the Town by the employee.
- G. Employee may be required to provide a "fitness for duty" certification upon return to work.

ARTICLE XIV

Funeral Leave

Each employee shall be granted leave, with pay, in the event of a death in his/her immediate family. Such leave shall start on the day of death and continue through and include the day of the burial, unless an additional day is necessary for travel, subject to approval by the Chief or designee. In no event shall such leave be less than four (4) tours commencing with the day of death. For purposes of this Article, the term "immediate family" shall mean and include the

following: mother, father, mother-in-law, father-in-law, spouse, child, sister, brother, son-in-law, daughter-in-law, grandparent, grandchild, sister-in-law, brother-in-law, step-son, step-daughter, and any relative who is domiciled in the employee's household.

ARTICLE XV

Uniform Allowance

SECTION 1

The Town shall provide employees with dress uniforms to include:

- 1 pair of Dress Gloves
- 1 Long-Sleeved Dress Uniform Shirt
- 1 Uniform tie
- 1 Class A Dress Uniform Blouse
- 1 Dress Uniform Winter Jacket
- 1 Pair of Dress Uniform Slacks
- 1 Pair of Dress Uniform Shoes
- 1 Dress Uniform Hat and Hat Badge
- 2 Dress Uniform Badges
- 2 Sets of Dress Uniform Collar Insignia

The Chief shall determine when the change of seasonal uniforms will occur. The Chief may make bi-annual inspections of dress uniforms.

SECTION 2

The Town shall continue to provide each employee with his/her own protective clothing which is of good quality and in good condition. Such personal protective equipment shall be appropriate for the conditions under which employees are expected to operate during emergency situations. All clothing shall meet or exceed the NFPA and/or OSHA standards. This equipment shall include the following:

- 1 New York style helmet
- 1 Set of complete turnout gear
- 1 Pair of Structural Firefighting gloves
- 1 Pair of Structural Firefighting boots
- 1 Nomex Hood
- 1 SCBA Mask

SECTION 3

- A. The Town shall provide work uniforms to each employee. Issued uniforms shall be solely and exclusively utilized when on-duty.

- B. Issued uniforms shall be selected based upon a combination of OSHA compliance, NFPA guidance, wearability, appearance, and economic considerations. Such uniforms shall conform to the department uniform policy (DP-2001) in effect as of January 15th, 2008.
- C. The Fire Chief, with input from the Joint Labor/Management Health and Safety Committee, shall have the ultimate and final decision on selection and purchase of uniforms.
- D. At the discretion of the Fire Chief or his/her designee, the Town of East Hartford shall pay for the cleaning and or repair of the employee's Class A uniform.

ARTICLE XVI

Insurance

SECTION 1

The Town shall provide and pay for the following insurance for all employees and their enrolled dependents:

- A. The medical and vision coverage provided through the IAFF HEALTH AND WELLNESS TRUST (IAFFHWT) as described in this Article. The current coverage provided by the IAFFHWT plan is attached as Appendix D of this agreement. The parties agree that the IAFFHWT alone has the authority to change the terms of coverage for this plan. Each year the Union shall cause IAFFHWT to provide to the Town a copy of its IRS Form 5500, as well as a report showing the performance of the plan.
 - 1. The IAFFHWT health plan design is currently an HDHP-HSA with deductible parameters of \$2,000/\$4,000. All other IAFFHWT health plan perimeters are as defined in summary benefits coverage. The IAFFHWT offers a vision plan as part of the overall medical benefits plan and is included in the medical plan rates. In the alternative, a PPO/POS plan option will be available to members who wish to buy up the difference in cost from the Town's total contribution for the HDHP/HSA and the PPO option.
 - 2. At no time will the Town pay an additional contribution to the IAFFHWT premium if the Trust premium is more than the Town's HDHP allocation rate of similar benefits. The allocation rate used in this calculation is based upon a plan design of equal value (\$2,000/\$4,000 deductible and Rx copayments as outlined in Appendix D).
 - 3. The Town will annually deposit an additional \$250 in the employee's HSA for participating in its voluntary health screening program. Completion of the voluntary health screening program means the employee shall annually have their primary care physician complete the Preventive Health Attestation as Appendix G certifying that they have had medical screenings appropriate for

their age. Employees will be required to submit said form as proof of completion.

4. The Triple Option Dental Plan, as described in Appendix E with the duration of coverage for non-spouse dependents to age nineteen (19) or to age twenty-three (23) if enrolled as a full-time student in an accredited school or university.
5. Any employee currently receiving Veterans benefits causing him or her to become ineligible to have contributions made to an HSA, shall be eligible to enroll in the IAFFHWT POS plan option. The employee shall pay the same premium share contribution as the IAFFHWT HDHP and the Town will pay the difference in premiums between the IAFFHWT HDHP and POS plans. Employees currently receiving Veterans benefits may also elect to enroll in the IAFFHWT HDHP, however, they should be aware of the timing of any HSA contributions to avoid potential tax penalties.

- B. All members of the bargaining unit who elect insurance coverage under Sections A and B (as applicable) above (health, prescription drug and vision) will contribute toward the cost of such insurance benefits on a weekly pre tax basis for each year of the contract as described below:

Each employee enrolled and covered under section B shall contribute 11% of the IAFFHWT premium charged to the Town through weekly payroll deductions on a pretax (IRS Code §125) basis. The IAFFHWT premium is only for the cost of the benefit plan and does not include any additional costs associated with HSA contributions or preventive health screenings. The Town Dental plan contribution will be based upon based upon a 10% annual contribution.

The payroll deductions specified above shall be implemented pursuant to a Section 125 pre-tax wage deduction plan in accordance with the applicable provisions of Section 125 of the Internal Revenue Code (and in accordance with any amendments to said provisions) so long as said provisions allow for such a plan. Said plan will be designed to permit exclusion from taxable income of the employees' share of health insurance premiums for those employees who complete and sign the appropriate wage deduction form. The Town shall incur no obligation to engage in any form of impact bargaining in the event that a change in law reduces or eliminates the tax-exempt status of the employee insurance premium contributions. Neither the Union nor any employee covered by this Agreement shall make any claim or demand nor maintain any action against the Town or any of its members or agents for taxes, penalties, interest or other costs or loss arising from the use of the wage deduction form or from a change in law that may reduce or eliminate the employee's tax benefits to be derived from this plan. Further, the parties agree that the health insurance benefits and the administration of those benefits shall continue to be governed by the collective bargaining agreement and the carrier's insurance plan.

- D. The Town of East Hartford will implement a Program called the "Health Benefit Opt-Out Incentive Program." This plan will offer employees a financial incentive to drop Town-

sponsored health insurance (excluding Dental) if they have or can get health benefits through another plan.

1. The payments to be made to employees who drop their Town-sponsored health insurance plan (Blue Cross & Blue Shield or any HMO), excluding Dental, will be as follows:

<u>Coverage Type</u>	<u>Payment Amount</u>
Individual	\$1,250
Individual plus one dependent	\$1,500
Individual plus two or more dependents	\$1,750

No payment will be made for a reduction in the number of dependents. The employee's entire contract must be canceled by the employee to qualify for payment.

2. One-quarter of the above amounts (\$312.50, \$375, \$437.50 respectively) will be paid at the end of the fiscal quarter for which the plan is canceled. Prorated payments will be made if an employee's plan is canceled partway through a quarter.
3. Employees wishing to take advantage of this option will fill out the change form provided by their plan and the "Health Benefit Opt-Out Form," attached as Appendix F, and will provide written evidence of health insurance coverage by another plan.
4. Current employees who are eligible but are not now on a Town-sponsored insurance plan will be qualified for this incentive upon presentation of proof of coverage by another health insurance plan.
5. New employees who are eligible for Town coverage upon employment but choose not to enroll will be eligible for this incentive upon presentation of written evidence of health insurance coverage by another plan. Prorated payments will be made to new employees if they begin employment partway through a quarter.

Employees who opt-out of their Town-sponsored plan and then find that the other source of coverage is no longer available may re-enroll in a Town plan subject to the rules of that plan. Employees can enroll in the Town's medical plan only at the first of each month.

E. The Town shall provide and pay for a fifty thousand dollar (\$50,000.00) life insurance policy for each employee, with Accidental Death and Dismemberment coverage in the principal sum of sixty thousand dollars (\$60,000); converted to a \$15,000.00 retiree life insurance benefit on retirement separation.

SECTION 2

- A. The Town shall provide and pay for the insurance benefits listed at Section 1, paragraphs A or B (as applicable) of this Article for all employees upon retirement. The premium cost sharing provisions contained in Section 1, paragraph F do not apply to retirees insurance. The PPO will be replaced with the HDHP for all employees retiring on or after July 1, 2017. The deductible will be \$1500 single, \$3000 family. The Town will not contribute any portion of the annual plan deductible or offer the wellness incentive.

Employees separating service through retirement after July 1, 2017 but prior to July 1, 2020 shall be provided the HDHP with HSA (\$1,500/\$3,000 – 100%/80%) insurance benefits herein Section 1.A.

Employees who enter or entered the DROP on or after July 1, 2017 but prior to July 1, 2020 and who separate service after July 1, 2020 shall have the option at their time of separation to revert to, and participate in the HDHP plan with HSA (\$1,500/\$3,000 – 100%/80%) insurance benefits herein Section 1.A. or to remain with the IAFFHWT HDHP HSA (\$2,000/\$4,000 – 100%/80%) herein Section 1.B.

Employees retiring and separating service or entering the DROP on or after July 1, 2020 will have the IAFFHWT HDHP HSA (\$2,000/\$4,000 – 100%/80%) insurance benefits herein Section 1.B. and the Town will not contribute any portion of the annual plan deductible or offer the wellness incentive.

- B. For retired employees age 65 and over, who are eligible for Medicare Parts A and B, Medicare Supplemental coverage shall be provided in place of the foregoing coverage.
- C. All employees hired after September 1, 2013 shall contribute seventeen hundred dollars (\$1,700.00) annually through weekly payroll deductions to the Town's Other Post Employment Benefit Trust on a pre-tax basis (IRS Code §125). Effective July 1, 2017, employees hired prior to September 1, 2013 shall contribute seven hundred dollars (\$700) annually through weekly payroll deductions to the Town's OPEB trust on a pre-tax basis (IRS Code §125).

SECTION 3

The Town shall provide and pay for the insurance benefits, as described in Section 2 above, for the retired employee's spouse, under the following circumstances:

- A. Coverage is only effective for the spouse of an employee retiring on or after January 1, 1983. Such coverage will not be provided to the spouse of a presently retired employee.

- B. The retired employee must attain age 60 before his/her spouse will be eligible for this coverage.
- C. If the retired employee remarries, the new spouse will not be eligible for this coverage.
- D. The term "spouse" shall mean the retired employee's spouse who shall have been married and living with the employee as his/her wife/husband at the time of his/her retirement. When the retired employee dies, all coverage to his/her spouse shall cease, unless such spouse elects to continue this coverage by the deduction of 100% of the monthly premium from his/her pension check.
- E. In order for this coverage to be effective, the retired employee must pay to the Town 50% of the monthly premium, as determined by the Town or the IAFFHWT premium charged to the Town whichever is applicable. Employees retiring on/after July 1, 2025 must pay 75% of the IAFFHWT premium charged to the Town. This premium shall be deducted from the retired employee's monthly pension check. If such monthly deduction is not made continuously from his/her pension check, commencing with his/her 60th birthday, all coverage to the spouse shall cease and shall not be reinstated.
- F. For those employees who retire before July 1, 2025, the Town will pay 100% of the premium for Parts A & B Medicare Supplemental coverage for the spouse. For employees who retire on or after July 1, 2025, coverage to the spouse will cease when the spouse becomes eligible for Medicare.

SECTION 4

The Town reserves the option to change insurance carriers from time to time, but not more than once in any calendar year, through competitive bidding, for all insurance benefits; however covered services shall not be reduced by any such change, and there shall be no loss of coverage due, to pre-existing conditions. Any substitute insurance plan shall have a high quality network, defined as one of the three (3) largest networks in the service area.

ARTICLE XVII

Leave of Absence Without Pay

The Town may grant a leave of absence without pay, benefits, seniority, or pension accrual, to any employee, upon his/her request, for a period not to exceed one (1) year, providing such leave may not be taken for the purpose of seeking other employment. Upon expiration of an approved leave of absence, or earlier if so requested by the employee, he/she shall be reinstated in the position held at the time leave was granted.

ARTICLE XVIII
Seniority and Reduction in Force

SECTION 1

Seniority shall be by classification and shall consist of the relative length of accumulated service of each employee in his/her respective classification. For the purpose of this Section, Classification shall mean and include the following:

- A. Firefighter/Paramedic, Firefighter, Apparatus Operator
- B. Fire Lieutenant
- C. Fire Captain
- D. Deputy Chief

An employee's length of service shall not be reduced by time lost due to sick or injury leave.

SECTION 2

Layoff and Recall

In the event that the Town deems layoffs to be necessary, the following procedures shall apply. Any reduction in force shall not reflect discredit on the service of any affected employee.

A. Order of Layoff

- 1. Temporary employees shall be laid off before probationary employees.
- 2. Probationary employees shall be laid off before regular employees.
- 3. Among regular (non-probationary) full time employees, the following job classifications shall be established for purposes of layoff:
 - a. Deputy Chief
 - b. Captain
 - c. Lieutenant
 - d. Apparatus Operator
 - e. Firefighter
 - f. Firefighter/Paramedic
 - g. Chief Training Officer
 - h. Chief Medical Officer
 - i. Assistant Medical Officer
 - j. Fire Marshal
 - k. Deputy Fire Marshal

- l. Master Mechanic
 - m. Assistant Master Mechanic
 - n. Alarm Superintendent
 - o. Assistant Superintendent of Alarms
 - p. Emergency Management Captain
4. Should it become necessary to eliminate a position in any of the foregoing classifications, the least senior firefighter or firefighter/paramedic will be affected by the elimination of the position within his/her classification. The least senior firefighter or firefighter/paramedic in which the elimination takes place shall be entitled to "bump" the least senior firefighter or firefighter/paramedic most recently held by such employee. The least senior firefighter or firefighter/paramedic so affected shall be entitled to bump the least senior firefighter or firefighter/paramedic most recently held by such employee and this bumping procedure shall continue until the least senior firefighter or firefighter/paramedic is laid off. Seniority within the previously held classification shall include time served in the classification from which the demotion is made.
 5. Notwithstanding anything in this Article to the contrary, no employee shall "bump" into a promotional position or pay increase as a result of this procedure.

B. Recall

The name of any employee who is laid off by operation of this procedure shall be placed on a recall list for a period of eighteen (18) months from the date on which his/her layoff occurred. Similarly, the names of all employees who were reduced in rank as a result of this procedure shall remain on a re-promotion list for a period of eighteen (18) months. Upon the creation of a new position or a promotional position, offers of employment shall be extended to the employees whose names appear on the recall or re-promotion list, in order of seniority, before offering any such position to any person from the eligibility list. Refusal to accept an offer of re-employment or re-promotion within five (5) calendar days, or to report to work within thirty (30) calendar days from receipt of a written offer of re-employment, or re-promotion, as the case may be, sent by certified mail, return receipt requested to the last known address of the employee, shall result in removal of the name of such employee from the recall or re-promotion list.

ARTICLE XIX

Probationary Period

SECTION 1

To enable the Chief of the Fire Department to exercise sound discretion in the filling of positions within the Fire Department, no appointment shall be deemed final and permanent until after the expiration of a period of probationary service.

- A. The probationary period shall commence on the date of hire. The probationary period shall continue for not less than one year. Should the probationary period include attendance at the Connecticut Fire Academy Recruit Firefighter Program, or equivalent, it shall continue for a period of time not less than one year after graduation from that program.
- B. During the probationary period, the Chief of the Fire Department may terminate the employment of such employee, if, during this period, upon observation and consideration of his/her performance and duty, he/she shall deem him/her unfit for such appointment. The dismissal of a probationary employee during probationary period shall not be subject to the grievance procedure. Nothing contained herein shall be used to deny any employee any rights or any benefits to which he/she may be entitled under the pension provisions of the Retirement Act covering employees of the Fire Department.

SECTION 2

To enable the Chief of the Fire Department to exercise sound discretion in the filling of positions within the Fire Department, no promotional appointment into a position above the rank of Firefighter or Firefighter/Paramedic shall be deemed final until after the expiration of a period of one year's probationary service.

- A. For those individuals that possess all Job Qualifications and Licensing Requirements at the time of appointment, the period of one year's probationary service shall begin on the date of appointment to the promotional position.
- B. For those individuals that do not possess all Job Qualifications and Licensing Requirements at the time of appointment, the period of one year's probationary service shall end one year from the date the individual appointed to the promotional position satisfies all Job Qualifications and Licensing Requirements of the position.

ARTICLE XX

Employee Wellness Program

Section 1

Each employee shall participate in the wellness program. The wellness program shall consist of the following program elements: Annual Medical Physical examination as described in Section 4; Creation and Maintenance of a Program to address physical fitness as described in Section 7; Creation and Maintenance of a Program to address behavioral health as described in Section 8; and Creation and Maintenance of a program to assist injured members to return to duty as described in Section 9;

SECTION 2

Each employee shall be required to undergo such physical examinations as are or may be required by Federal and/or Connecticut State laws or regulation.

SECTION 3

Entry Level candidates shall be required to undergo an entry-level medical physical prior to offer of employment. Said medical physical will be based upon the Entry Level Candidate sections of NFPA Standard 1582 or its equivalent.

SECTION 4

All members of the organization shall be required to undergo a medical physical each year. This medical physical will be based on the 'incumbent' portions of the National Fire Protection Association Standard 1582 or its equivalent. The medical physical will be provided by the Town at no cost to the employee and:

1. Be conducted by an Board Certified Occupational Health Physician.
2. Include blood work, spirometry, a physical exam, vision and hearing testing, aerobic capacity testing and such other components as dictated by the applicable portions of the standard.
3. Included testing for the Hepatitis B anti-body each year.
4. Include testing for the Hepatitis C anti-body once every five (5) years.

SECTION 5

Tobacco use by members covered by the Wellness Program is prohibited. For the purposes of this section, tobacco is defined as any product consisting of, in whole or in part, tobacco or any by-product of tobacco. Tobacco products include, but are not limited to cigarettes, cigars, pipe tobacco, smokeless tobacco, chewing tobacco, snuff, and other similar products. Tobacco usage prescribed by a physician licensed by the State of Connecticut may be approved

SECTION 6

Members participating in the Capital Region Hazardous Materials Team as described in the MOA dated May 21, 2010 shall have blood screening conducted for exposure to heavy metals. Such testing shall occur upon member entry to the team, separation from the team, and post-operation at any incident where the heavy metals were present, exposure occurred, and members of the team operated.

SECTION 7

- A. Members participating in the wellness program shall have access to physical fitness facilities, including but not limited to aerobic, flexibility, and strength training equipment, while on duty.

- B. To ensure proper usage of the equipment described in Section 7 (A), the department will select and maintain a cadre of Peer Fitness Trainers as defined in NFPA Standard 1583 (or WFI) or equivalent.

SECTION 8

- A. Members participating in the wellness program shall have access to behavioral health resources.
- B. To enable the program, the department will select and maintain a Peer Counseling Team.

SECTION 9

Members who suffer an off-duty injury or illness that:

- Results in lost work time greater than 30 days, and/or,
- Results in surgical intervention resulting in lost work time,

Shall not return to full duty until cleared for such duty by the department's occupational health physician. In the event of conflict in medical opinion of the department's occupational health physician and the member's treating physician, the opinion of the department physician shall prevail. Should this result in extended leave, or Light Duty eligibility, the member will be carried on Special Leave until such time as they receive approval for full duty or non-service connected disability retirement. Such leave shall not exceed 365 calendar days.

ARTICLE XXI Health and Safety

SECTION 1

There shall be a Safety Committee consisting of three members: one member appointed by the Union, one member appointed by the Town, and one representative of the Town's Workers' Compensation Administrator. The Town and the Union shall notify each other of the Committee appointees and reserve the right to remove and replace their appointees.

SECTION 2

The Safety Committee shall meet at times mutually agreed, provided that there shall be up to four (4) meetings each year held at the request of either the Town or the Union. The Union's representative on the Committee shall be released from duty without loss of base pay for the purpose of attending any Committee meeting which takes place during his/her regularly assigned work time.

SECTION 3

The Safety Committee shall discuss safety issues and may formulate recommendations for preventive or corrective action on safety matters. Any Committee recommendation shall be

forwarded to the Chief, the Personnel Director and the Mayor. The Committee shall establish guidelines as to the length of time required for the Town's response to its recommendations which shall take into consideration such factors as whether acceptance would require the purchase of additional equipment, appropriations to the Department, or approval by any person or body other than Town administration.

SECTION 4

Physical Examinations

- A. The Town will conduct the physicals at St. Francis Occupational Health or a location mutually agreeable to the Chief and the Union with a physician provided by the Town during an employee's working hours. The Chief or his designee will schedule the appointments.
- B. If any follow-up examination is required after an individual has been examined by the Town's physician, the Town will bear the expense, and will select the physician to conduct the follow-up.

ARTICLE XXII Emergency Medical Service

SECTION 1

- A. All employees render BLS medical aid and assistance to the ill and injured by job description and receive compensation for such services in their base salary.

Effective July 1, 2006, employees in grades 65, 66, and other employees who possess a paramedic license and medical control from the East Hartford Fire Department Sponsor Hospital and provide such service to the Town, shall be paid a yearly stipend the first pay period in December. Effective July 1, 2022, employees hired to provide paramedic level care shall be compensated in the following manner:

- \$1,000 upon hire
- For employees who have been granted medical control from the East Hartford Fire Department Sponsor Hospital up to the completion of year four (4) of employment: compensation will be 2.5% of the current top-step firefighter rate
- For employees with at least four (4) but less than nine (9) completed years of service: compensation will be at 4.5% of the current top-step firefighter
- For employees who have completed nine (9) years of service until separation from paramedic service: compensation will be 6.5% of current top step firefighter rate.
As of July 1, 2022, any employee who has completed nine (9) years as a paramedic with medical control will have a one-time irrevocable choice to retain the current method of stipend calculation at .5% of top step firefighter pay for each year of paramedic service.

1. For the purposes of calculating years of service only, a licensed paramedic with medical control from the East Hartford Fire Department Sponsor Hospital who provides advanced life support for any portion of a year between their anniversary date and their next anniversary date shall have their service pro-rated for the time served. In no case will credit be less than a six (6) month period.
 2. Licensed paramedics with medical control from the East Hartford Fire Department Sponsor Hospital who have completed their required years of service in accordance with Article XXII Section 2 C or D may voluntarily separate from the paramedic program. This separation is only permitted biannually on June 30 and December 31 regardless of the date the member entered the program.
 3. Licensed paramedics with medical control from the East Hartford Fire Department Sponsor Hospital who have completed their required years of service may, with approval of the fire chief, voluntarily re-enter the paramedic program. This is only permitted biannually on June 30 and December 31.
 4. Members voluntarily re-entering the paramedic program must have, at the time of their re-entry, all license and certifications required of current members in the paramedic program. Employees lacking said certification or licensure shall not be re-admitted to the program.
 5. Members voluntarily re-entering the paramedic program shall be pre-cepted in accordance with the requirements set forth by the East Hartford Fire Department Sponsor Hospital.
 6. The department reserves the right to involuntarily separate, for cause, a practicing paramedic who has met their contractual obligation from the program.
 7. Licensed paramedics who exit the system on June 30th shall receive half of their annual stipend.
 8. Licensed paramedics, who exit the system on December 31st, shall receive the full annual stipend.
- B. Employees who are licensed paramedics with medical control from the East Hartford Fire Department Sponsor Hospital for less than six (6) months of the calendar year shall receive one-half of the amounts specified above for that year; employees who are licensed paramedics with medical control from the East Hartford Fire Department Sponsor Hospital for six months or more of the calendar year shall receive the full amount specified above for that year. These stipends shall be payable on the first pay period in December.
- C. Employees who are licensed as paramedics and have medical control from the East Hartford Fire Department Sponsor Hospital shall be paid in accordance with Article VIII, Section 1, whenever they are required to attend training courses to maintain their license.

- D. Employees holding the rank of Chief Medical Officer or Assistant Medical Officer at the execution of this agreement who possess a paramedic license with medical control from the East Hartford Fire Department Sponsor Hospital, shall be paid 0.5% of top-step firefighter pay for each year of paramedic service. Subsequent employees to hold the position of Chief Medical Officer will be compensated at 10% of the current top step firefighter rate and Assistant Medical Officer will be compensated at 8% of the current top step firefighter rate.

SECTION 2

Certification

- A. All firefighters hired between August 26, 1987 and June 30, 1996 shall be required to hold their EMT-P license and to maintain that license for six (6) years following appointment. Any such firefighter/paramedic who loses his/her license or fails to maintain it for the requisite period shall be discharged, and the discharge shall be considered non-disciplinary.
- B. All firefighters hired on or after July 1, 1996, shall be required to hold, at a minimum, EMT-Basic certification and to maintain that certification thereafter.
- C. All firefighter/paramedics hired prior to January 1, 2002, who hold paramedic license at the time of appointment and who provide such service, shall be required to maintain that license and medical control from the East Hartford Fire Department Sponsor Hospital for six (6) years following appointment.
- D. All firefighter/paramedics hired on or after January 1, 2002 who hold a paramedic license at the time of appointment and who provide such service shall be required to maintain that license and medical control from the East Hartford Fire Department Sponsor Hospital for ten (10) years following appointment. Any such firefighter/paramedic who loses his/her license or fails to maintain it for the requisite period shall be discharged, and the discharge shall be considered non-disciplinary.
- E. All firefighter/paramedics hired on or after January 1, 2022 who hold a paramedic license at the time of appointment and who provide such service shall be required to maintain that license and medical control from the East Hartford Fire Department Sponsor Hospital for ten (10) years beginning when medical control was granted. Any such firefighter/paramedic who loses his/her license or fails to maintain it for the requisite period shall be discharged, and the discharge shall be considered non-disciplinary.
- F. The Department maintains the right and prerogative to implement changes in the EMT's skill set based on changes with the nationally recognized training curriculum and/or to skills approved for or extended to a specific EMS certification group by State, Regional, or Local EMS entities.
- G. Employees with a paramedic license and medical control from the East Hartford Fire Department Sponsor Hospital shall constitute no less than thirty percent (30%) of the

total budgeted positions for employees covered by Article VI, Section 1. If the number of employees with paramedic licensing drops below the minimum percentage expressed herein, no applicant without a paramedic license will be hired until the minimum paramedic percentage level is restored.

1. When the number of licensed paramedics with East Hartford Fire Department Sponsor Hospital medical control exceeds 36, the Fire Chief reserves the right to permit paramedics promoted to the rank of Apparatus Operator relief of their commitment as outlined in Article XXII Section 2 D.
 2. Starting with the senior most promoted apparatus operators, employees may request to be relieved of the minimum service requirement on December 31. The Fire Chief may grant early release provided:
 - i. The request is received in writing at least four weeks prior and,
 - ii. The number of employees covered by Article VI, Section 1 providing paramedic level care exceeds thirty-six (36) and,
 - iii. The early release does not negatively impact service delivery as determined by the Fire Chief or his/her designee.
 3. No paramedic with less than seven (7) completed years of service will be granted early release.
 4. Early release decisions are made at the sole discretion of the Fire Chief.
 5. Employees granted early release may be recalled to the program for one (1) calendar year from early release provided:
 - i. Their license and medical control remains active and in good standing.
 - ii. An emergent operational need exists.
 - iii. They are within the ten-year commitment period.
 - iv. Recalled employees will be paid the current paramedic stipend starting immediately upon recall.
 6. Employees granted early release may work voluntarily as a paramedic for one calendar year to prevent order-back scenarios or in emergent situations provided their medical control is active. Employees opting to voluntarily work as a paramedic will be compensated at their current overtime rate.
 7. Employees granted early release will not earn a paramedic stipend as outlined in Article XXII Section 1.A with the exception of a recall to the program as specified in Article XXII Section 2 G.5.
 8. Employees granted early release will be required to attend ALS refreshers and maintain medical control at the expense of the town for the period they are able to be re-called to the program.
- H. If, during the period that a firefighter/paramedic is required to maintain a paramedic license and medical control from the East Hartford Fire Department Sponsor Hospital he/she does not satisfy re-licensing requirements and/or fails to maintain medical control, he/she shall be provided a period of time not to exceed six (6) months to regain a paramedic license and/or medical control. The period of time from loss of license and/or medical control shall be added to the period the firefighter is required to hold a paramedic

license. The Town shall not bear any costs associated with an employee's effort to regain his/her paramedic license and/or medical control.

- I. All current employees who were not required to possess paramedic license and medical control from the East Hartford Fire Department Sponsor Hospital at the time of appointment and who elect to seek their paramedic license and medical control following appointment, provided prior approval is granted by the Chief of the Department, shall be required to make a commitment to maintain their paramedic license and medical control for a minimum of two (2) years beginning when medical control was granted.
- J. The department reserves the right and prerogative to hire certified EMTs in accordance with Article XXII Section 2 G. with the intention of having those employees attend paramedic training as a condition of continued employment at the town's expense. Those employees who are hired will be required to obtain a paramedic license within two (2) years of appointment. Employees who fail to obtain a paramedic license will be discharged in accordance with Article XXII Section 2 E. Employees hired under this provision will be required to perform paramedic level duties for the period of time as specified in Article XXII Section 2 E.
- K. All employees who participate in training for EMT certification must make a good faith effort to pass examinations and to meet all other requirements. All employees who possess their paramedic license and who participate in Department sponsored training to maintain their license shall perform the duties of a paramedic during the remainder of their licensing period.
- L. For employees who obtain their paramedic license and medical control subsequent to initial employment (in accordance with Section F hereof):
 - 1. If the employee, as certified by a licensed physician or other practitioner whose method of healing is recognized by State authorities, becomes medically disqualified from providing paramedic level care, he/she shall be relieved of his/her commitment for the period of medical disqualification and shall receive pro rata payments under Section I for that calendar year and each calendar year thereafter during the period of medical disqualification.
 - 2. If the employee fails to keep the required commitment for reason(s) other than medical disqualification, he/she shall receive no payment pursuant to Section 1 in that calendar year and may be subject to disciplinary action as a result of his/her failure to maintain certification.
- M. For employees who were required to possess a paramedic license upon initial employment (in accordance with Sections A, C and D hereof):
 - 1. If the employee, as certified by a licensed physician or other practitioner whose method of healing is recognized by State authorities, becomes medically

disqualified from providing paramedic level care, he/she shall be relieved of his/her commitment for the period of medical disqualification and shall receive no pro rata payments under Section 1 for that calendar year and each calendar year thereafter during the period of medical disqualification.

2. If the employee fails to keep the required commitment for reason(s) other than medical disqualification, he/she shall receive no payment pursuant to Section 1 in that calendar year and may be subject to disciplinary action as a result of his/her failure to maintain certification.
- N. Any employee who holds an EMT-P license and decides not to re-license after completing his/her minimum commitment to maintain licensing, shall give one hundred twenty (120) days notice of his/her decision to the Chief.
- O. For purposes of this Article the terms "certification" and "license" shall be interchangeable where the context so requires.
- P. Any member who holds a State of Connecticut Paramedic license but provides only BLS care while performing his duties in the Department shall be given no less than 24 hours of continuing medical education over a three (3) year period.
- Q. The Town shall annually contribute towards or reimburse employees for the cost of EMS certification and/or licensing renewal fees, up to \$175 per employee, for all employees certified or licensed as an EMT or EMT-P recognized by the State of Connecticut. Reimbursement shall be paid during the first pay period in December of the employee's cost of such renewal disbursed in a fair and equitable manner taking into consideration the renewal fees cost and the total number of members being reimbursed that calendar year.

SECTION 3

Precepting

A Precepting program shall be established and maintained by the Department. Those employees who are assigned precepting duties (preceptors) shall receive a stipend of seven tenths of one percent of the current top step Firefighter rate of pay for each tour in which precepting is performed.

ARTICLE XXIII Miscellaneous

SECTION 1

No employee shall be required to stand watch after 10:00 p.m.

SECTION 2

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

SECTION 3

All promotions shall be made through a merit system.

SECTION 4

- A. A budget of \$20,000 shall be established from which the Town shall contribute toward necessary books and tuition to bargaining unit members who participate in and successfully complete certification courses, seminars, or conferences in Fire, EMS, and/or other related subjects at a recognized school or college, which courses or subjects are designed to increase the employee's proficiency in his/her present or future assignment within the Fire Department, subject to prior approval by the Chief.
- B. A budget of \$20,000 shall be established from which the Town shall contribute toward necessary books and tuition to bargaining unit members who participate in and receive a grade of C or better in courses in Fire Technology, Fire Administration, EMS and other related subjects at an accredited school or college, which courses or subjects are designed to increase the employee's proficiency in his/her present or future assignment within the Fire Department, subject to prior approval by the Chief.
- C. Only employees who were enrolled in degree programs in the above referenced areas prior to July 1, 1989 and who continue in such program after the effective date of this contract shall continue, when scheduled to work, to receive leave with pay to attend such classes, provided prior approval is granted by the Chief of the Department, which approval shall not be unreasonably withheld. Any change in program or failure to participate continuously (each term) will disqualify current participants from this grandfather provision. The Town and the Union shall mutually develop a list of participants who are eligible for this grandfather provision. The Department shall also grant leave with pay for attending courses when attendance is required by the Department.
- D. Any employee who has been compensated under this Section shall remain in the Fire Department's employment for five (5) years after completion of the course or reimburse the Town any monies expended under this Section. However, no such reimbursement shall be required in the case of retirement at a time when the retiree is eligible for current retirement benefits pursuant to the Town of East Hartford pension plan.

SECTION 5

At the sole discretion of the Fire Chief, employees in Salary Grades 67, 68, 69, 71, and 72 may be issued and required to carry a department issued phone. Department phones, if issued, shall be worn on a 24-hour per day basis while both on duty and off duty. Employees will respond promptly to phone calls and messages when required. Fire Department issued phones may be

used for personal matters within the limits of service provided and any plan or level of service restriction.

SECTION 6

All employees shall be furnished with an identification card, which is the property of the Town.

SECTION 7

The department shall not schedule Fire or EMS related training on any holiday covered under Article VII, section 1 of this agreement. Training hours shall be conducted Monday thru Friday between the hours of 0800 and 2100 and on Saturday between the hours of 0900 and 1300. Any alterations must be accomplished with the consent of both the Union and the Chief of the Department. Outdoor training shall not occur when the Heat Stress Index (as displayed in Appendix H) is above 90 degrees Fahrenheit or the Wind Chill Index (as displayed in Appendix H) is below 25 degrees Fahrenheit. The National Weather Service shall be used to obtain the current temperature, humidity and wind chill.

SECTION 8

Employees in salary grades 65, 66, 68, 69, and 72 shall be permitted twenty four (24) hours of Educational Leave with pay annually to attend training classes, seminars, conferences or other educational programs and offerings that take place when an employee is scheduled for duty provided prior approval is granted by the Chief or his designee. At the discretion of the Chief, additional hours of educational leave may be granted.

Employees in salary grades 67 and 71 shall be granted thirty two (32) hours of Educational Leave with pay annually to attend training classes, seminars, conferences or other educational programs and offerings provided prior approval is granted by the Chief or his designee. At the discretion of the Chief, additional hours of educational leave may be granted.

SECTION 9

Upon signing a successor agreement to this contract, the Town shall provide each member of the bargaining unit with a digital copy of this contract in PDF format and a digital copy of this contract (in an editable format compatible with Microsoft Word) to the Union president for the purpose of future negotiation.

SECTION 10

Effective July 1, 2022, an annual education incentive in the amount set forth below shall be paid to members holding the following degrees as of July 1 of each fiscal year:

Associates Degree	\$250
Bachelors Degree	\$500
Masters Degree	\$750

The degree must be from an accredited school or college. The educational incentive sum shall be paid each fiscal year commencing July 2022 by the end of the month.

SECTION 11

Effective upon issuance of the award in Case No. 2023-MBA-134, the Town shall pay a one-time "Covid Bonus" of One Thousand (\$1,000) Dollars to each employee employed at the time of issuance of the award in recognition of the duties performed during the COVID-19 Pandemic.

ARTICLE XXIV Savings Clause

SECTION 1

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

SECTION 2

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

ARTICLE XXV Wages and Longevity

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

ARTICLE XXVI Duration

- A. The duration of this contract shall extend from July 1, 2022 through June 30, 2026 as it applies to all items of the contract. Either party wishing to terminate, amend, or modify such contract must so notify the other party, in writing, no more than one hundred eighty (180) nor less than one hundred fifty (150) days prior to such expiration date.
- B. Within twenty (20) days of the receipt of such notification by either party, a conference shall be held between the Town and the Union Negotiating Committee for the purpose of such amendment, modification or termination.

ARTICLE XXVII Apparatus Operators

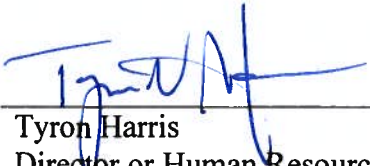
The Town will maintain 40 Apparatus Operator positions for eight pieces of apparatus.

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

TOWN OF EAST HARTFORD



Michael Walsh
Mayor



Tyron Harris
Director of Human Resources



Chief Kevin Munson
For the Town



Sandra L. Franklin
Benefits Administrator

**LOCAL #1548, INTERNATIONAL
ASSOCIATION OF FIREFIGHTERS,
AFL CIO**



Brian Gunnoud
President



Christopher Fraser
Vice President



Daniel Foran
Secretary

APPENDIX A SALARY SCHEDULE

July 1, 2022 – June 30, 2026

GRADE

65 - Firefighter, Firefighter/Paramedic*

	<u>Increase</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
7/1/2022	2.50%	69,147	72,694	76,246	79,771
7/1/2023	2.00%	70,529	74,148	77,771	81,366
7/1/2024	2.00%	71,940	75,631	79,326	82,993
7/1/2025	2.00%	73,379	77,143	80,912	84,653

NOTE: Step 1 has been eliminated and the remaining steps have been renumbered.

66 - Apparatus Operator

	<u>Increase</u>	<u>Step 1</u>
7/1/2022	2.50%	82,957
7/1/2023	2.00%	84,616
7/1/2024	2.00%	86,309
7/1/2025	2.00%	88,035

67 - Assistant Master Mechanic, Assistant Superintendent of Fire Alarms, Deputy Fire Marshal, Assistant Medical Officer

	<u>Increase</u>	<u>Step 1</u>	<u>Step 2</u>
7/1/2022	2.50%	88,718	91,201
7/1/2023	2.00%	90,492	93,025
7/1/2024	2.00%	92,302	94,886
7/1/2025	2.00%	94,148	96,784

68 - Lieutenant

	<u>Increase</u>	<u>Step 1</u>	<u>Step 2</u>
7/1/2022	2.50%	88,665	92,104
7/1/2023	2.00%	90,438	93,947
7/1/2024	2.00%	92,247	95,825
7/1/2025	2.00%	94,092	97,742

69 - Captain

	<u>Increase</u>	<u>Step 1</u>	<u>Step 2</u>
7/1/2022	2.50%	95,713	99,478
7/1/2023	2.00%	97,628	101,468

7/1/2024	2.00%	99,580	103,497
7/1/2025	2.00%	101,572	105,567

71 – Master Mechanic, Superintendent of Fire Alarms, Fire Marshal, Chief Medical Officer, Chief Training Officer

	<u>Increase</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
7/1/2022	2.50%	95,712	99,478	105,517
7/1/2023	2.00%	97,627	101,468	107,627
7/1/2024	2.00%	99,579	103,497	109,779
7/1/2025	2.00%	101,571	105,567	111,975

72 - Deputy Chief

	<u>Increase</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
7/1/2022	2.50%	103,372	107,355	111,566
7/1/2023	2.00%	105,440	109,503	113,797
7/1/2024	2.00%	107,549	111,693	116,073
7/1/2025	2.00%	109,699	113,926	118,395

NOTE:

Each Firefighter or Firefighter/Paramedic who has less than six (6) months of service in his/her classification and each employee in the remaining classifications who has less than one (1) year of service in his/her classification shall be paid at Step 1 of the salary range of his/her classification. Each Firefighter or Firefighter/Paramedic who has six (6) months but less than one (1) year of service, and each Lieutenant, Captain, Deputy Chief, Chief Medical Officer and Chief Training Officer who has one (1) but less than two (2) years of service in the classification, and each employee in the remaining classifications *who* has one (1) or more years of service in his/her classification shall be paid at Step 2 of the salary range of his/her classification.

Each Firefighter or Firefighter/Paramedic who has one (1) but less than two (2) years of service and each Deputy Chief, Chief Medical Officer and Chief Training Officer who has two (2) or more years of service in his/her classification shall be paid at Step 3 of the salary range for his/her classification.

Each Firefighter or Firefighter/Paramedic who has two (2) but less than three (3) years of service in his/her classification shall be paid at Step 3 of the salary range of his/her classification. Each Firefighter or Firefighter/Paramedic who has three (3) or more years of service shall be paid at Step 4 of the salary range for his/her classification.

The change in the salary schedule from Grade 70 to Grade 71, shall not apply to those employees serving as Assistant Master Mechanic, Assistant Superintendent of Fire Alarm or Deputy Fire Marshal as of July 1, 2001.

If an employee serving as Assistant Master Mechanic, Assistant Superintendent of Fire Alarm or Deputy Fire Marshal on July 1, 2001 is eligible and is promoted to either Master Mechanic, Superintendent of Fire Alarm, or Fire Marshal, then upon promotion he/she shall be paid at Grade 71, Step 3.

All rates specified in this Appendix are annual rates, and reflect the following general wage increases during the term of this Agreement.

APPENDIX B

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APPENDIX C
Dr.'s Own Letterhead

TO: Chief, Fire Department
Town of East Hartford

FROM:

DATE: _____

As a physician duly licensed by the State of _____.

I hereby certify that _____ was unable to
(name of employee)

work during the continuous period from _____
(date)

to _____ as a result of being afflicted with
(date)

_____, during which period he/she was under my care.
(cause of illness)

I also certify that said employee can return to duty with no restrictions on

_____.
(date)

Signature of Physician

**APPENDIX D
EAST HARTFORD FIRE FIGHTERS
MEDICAL INSURANCE PLAN**

SCHEDULE OF BENEFITS

**APPENDIX E
EAST HARTFORD
TRIPLE OPTION DENTAL PLAN**

BENEFIT DESCRIPTION	PPO IN NETWORK <u>NO</u> <u>DEDUCTIBLE</u>	FLEX DENTAL <u>\$50</u> <u>DEDUCTIBLE*</u>	OUT OF NETWORK <u>\$200</u> <u>DEDUCTIBLE</u>
ANNUAL MAXIMUM	Unlimited	Unlimited	Unlimited
BENEFIT	Coinsurance	Coinsurance	Coinsurance
PREVENTIVE SERVICES			
Prophylaxis	100%	100%	80%
Oral Hygiene Instruction (Included with Oral Evaluation)	100%	100%	80%
Fluoride Treatment to age 19	100%	100%	80%
Sealants	100%	100%	50%
Space Maintainers	100%	100%	50%
DIAGNOSTIC SERVICES			
Oral Evaluation	100%	100%	70%
Radiographs	100%	100%	70%
Pulp Vitality Test (Included with Oral Evaluation)	100%	100%	70%
RESTORATIVE SERVICES			
Amalgam Fillings	100%	100%	50%
Resin Fillings	100%	100%	50%
ENDODONTICS			
Root Canal	100%	80%	50%
Apicoectomy	100%	80%	50%
ORAL SURGERY			
Simple Extractions	100%	100%	50%
Surgical Extractions and Impaction	50%	50%	50%
Treatment of Fractures & Dislocations	50%	50%	Not Covered
GENERAL SERVICES			
Consultation	60%	50%	Not Covered

	PPO IN NETWORK <u>NO</u> <u>DEDUCTIBLE</u>	FLEX DENTAL <u>\$50</u> <u>DEDUCTIBLE*</u>	OUT OF NETWORK <u>\$200</u> <u>DEDUCTIBLE</u>
General Anesthesia	60%	50%	Not Covered
Emergency Treatment	100%	100%	50%
PERIDONTICS			
Gingival Curettage	50%	50%	Not Covered
Gingivectomy or Gingivoplasty	50%	50%	Not Covered
Osseous Surgery	50%	50%	Not Covered
Mucogingival Surgery	50%	50%	Not Covered
Management of Acute Infection and oral lesions	50%	50%	Not Covered
PROSTHODONTICS			
Dentures Full and Partial	50%	Not Covered	Not Covered
Crowns, Bridges, fixed and removable	50%	Not Covered	Not Covered
Inlays, onlays and crowns not part of bridge	100%	50%	Not Covered
Addition of teeth to partial denture to replace extracted teeth	50%	Not Covered	Not Covered
Repair of Dentures	100%	100%	Not Covered
Orthodontia			
\$1,000 Lifetime maximum	50%	50%	Not Covered
Dependents covered to age 19 or to age 23 if a full-time student			

***Flex Dental deductible does not apply to preventive services or sealants.**

Benefits will be available for resin (synthetic) fillings on anterior or bicuspid teeth only. For resin (synthetic) fillings on molar teeth, the member coinsurance obligation will increase. Benefits will be provided in an amount equal to the maximum allowable (MAA) amount for an amalgam filling. The member will be responsible for any amounts over the MAA.

This is not a legal contract. It is only a general description of the Triple Option Dental Program.

**APPENDIX F
HEALTH BENEFIT OPT-OUT FORM**

Employee Name _____

Date of Form Completion _____

Department _____

Effective Date of Cancellation _____

**Statement of Election to Participate in Town of East Hartford
Health Benefit Opt-Out Program**

I elect to cancel my health insurance (but not my dental insurance) with the Town of East Hartford. The health plan that I will be covered under is offered through _____ (name of company offering program). The name of the plan providing my insurance coverage (name of health insurance carrier) is _____. This plan covers: ☐ my spouse, ☐ my family, and ☐ myself (*check all that apply*).

Attached is documentation of my enrollment in the above plan.

In exchange for canceling my health insurance, I elect to receive a cash payment (totaling \$1250 for individual employee coverage, \$1500 for employee plus one dependent coverage, or \$1750 for employee plus family coverage) to be paid in quarterly installments in October, January, April, and July. I understand that by accepting the opt-out program, I am no longer covered by the Town's health insurance program. However, I will continue to be covered by the Town's dental insurance program.

Employee Signature _____

Date _____

Witness _____

Date _____

APPENDIX G
ATTESTATION FOR \$250 WELLNESS REWARD

THE ORIGINAL FORM SHOULD BE SUBMITTED TO
Town of East Hartford, Human Resources
Attention: Sandra Franklin
740 Main Street, East Hartford CT 06108

ANNUAL ROUTINE PHYSICAL EXAM FORM

Each employee covered by a Town of East Hartford High Deductible Health Plan has been asked to have an annual routine physical examination performed during each plan year. This routine physical should consist of the items listed below **as deemed appropriate by the employee's primary care provider.**

Once the exam is complete, please sign and date this form and return it to the patient so they may turn it in to HR. You may also mail the form directly. Please do not fax the form – we need the original signature. Please provide the employee with biometrical results of their exam and lab work. They may use this information to complete an online Health Risk Assessment with Anthem.

The Routine Physical Exam Should Include the Following:

- ❖ Preventive Physical Exam, which includes medical and family health history, assessment of lifestyle (diet, stress, exercise, etc.) general system examination (heart, lungs, throat, thyroid, ears, skin, joints, etc). and measurement of height and weight
- ❖ Routine blood pressure and urine screenings
- ❖ Cholesterol and lipid level screenings
- ❖ Blood glucose screening
- ❖ Eye chart vision screening
- ❖ Immunizations (tetanus every ten years, others as appropriate)
- ❖ Pelvic examination, Pap Smear, and Mammography screenings
- ❖ Prostate examination and prostate specific antigen blood test (PSA) (*males only*)
- ❖ Colorectal cancer screening

You, as the health care provider will determine which one of several types of screenings is most appropriate and at what age it should be done. I certify that I performed a routine physical exam on Town of East Hartford Employee:

EMPLOYEE NAME

Physician's Name: _____

Date of Physical: _____

Physician's Signature: _____

APPENDIX H WIND CHILL INDEX

		TEMPERATURE °F												
WIND SPEED (MPH)		45	40	35	30	25	20	15	10	5	0	-5	-10	-15
	5	43	37	32	27	22	16	11	6	0	-5	-10	-15	-21
	10	34	28	22	16	10	3	-3	-9	-15	-22	-27	-34	-40
	15	29	23	16	9	2	-5	-11	-18	-25	-31	-38	-45	-51
	20	26	19	12	4	-3	-10	-17	-24	-31	-39	-46	-53	-60
	25	23	16	8	1	-7	-15	-22	-29	-36	-44	-51	-59	-66
	30	21	13	6	-2	-10	-18	-25	-33	-41	-49	-56	-64	-71
	35	20	12	4	-4	-12	-20	-27	-35	-43	-52	-58	-67	-75
	40	19	11	3	-5	-13	-21	-29	-37	-45	-53	-60	-69	-76
	45	18	10	2	-6	-14	-22	-30	-38	-46	-54	-62	-70	-78
		A					B					C		

Wind Chill		
Temperature °F	DANGER	
A	ABOVE 25°F	LITTLE DANGER FOR PROPERLY CLOTHED PERSON
B	25°F-75°F	INCREASING DANGER, FLESH MAY FREEZE
C	BELOW 75°F	GREAT DANGER, FLESH MAY FREEZE IN 30 SECONDS

APPENDIX H **HEAT STRESS INDEX**

	RELATIVE HUMIDITY								
	10%	20%	30%	40%	50%	60%	70%	80%	90%
TEMPERATURE °F	104	98	104	110	120	132			
	102	97	101	108	117	125			
	100	95	99	105	110	120	132		
	98	93	97	101	106	110	125		
	96	91	95	98	104	108	120	128	
	94	89	93	95	100	105	111	122	
	92	87	90	92	96	100	106	115	122
	90	85	88	90	92	96	100	106	114
	88	82	86	87	89	93	95	100	106
	86	80	84	85	87	90	92	96	100
	84	78	81	83	85	86	89	91	95
	82	77	79	80	81	84	86	89	91
	80	75	77	78	79	81	83	85	86
	78	72	75	77	78	79	80	81	83
	76	70	72	75	76	77	77	77	78
	74	68	70	73	74	75	75	75	76

NOTE: Add 10°F when protective clothing is worn and add 10°F when in direct sunlight.

HUMITURE °F	DANGER CATEGORY	INJURY THREAT
BELOW 60°	NONE	Little or no danger under normal circumstances
80°-90°	CAUTION	Fatigue possible if exposure is prolonged and there is physical activity
90°-105°	EXTREME CAUTION	Heat cramps and heat exhaustion possible if exposure is prolonged and there is physical activity
105°-130°	DANGER	Heat cramps or exhaustion likely, heat stroke possible if exposure is prolonged and there is physical activity
ABOVE 130°	EXTREME DANGER	Heat stroke imminent

APPENDIX I

SUBSTANCE ABUSE POLICY

The Town and Union have a vital interest in maintaining a safe and healthy work environment in which all employees have the opportunity to work in a productive manner. The Town and Union also have a commitment to its citizens, residents, visitors and the community to ensure a well and fit workforce.

Therefore, the illegal use, possession, distribution, purchase, or sale of controlled substances is prohibited. Violation of this policy will subject members to discipline up to and including termination. Such discipline shall be subject to Article IV – Grievance Procedure.

Employees shall notify the Chief or Assistant Chief within three (3) days of any arrest for drug law offense, regardless of where or when it may occur. Employees shall notify the Chief or Assistant Chief of any arrest for alcohol violations, including loss of driving privileges, prior to reporting for duty for the next shift after the offense or arrest occurs.

The Town and Union, by agreeing to this policy, are committed to protecting its members and to ensure Town's interests are properly safeguarded. This policy shall be implemented a manner that is consistent with all applicable State and Federal law.

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 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 EAP.
3. Member progress will be monitored by the Fire Chief or his/her designee.
4. Rehabilitation, itself, is the responsibility of the member. For members enrolled in a formal treatment program, the Town 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 member must have been employed by the Town for at least one (1) year; must maintain at least weekly contact with the Fire Chief or her/his designee; 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 mutually acceptable to the Fire Chief and the Union, the member will be returned to active status without reduction of pay, grade or seniority.

Section 2 – Alcohol

1. No alcoholic beverages will be brought into or consumed upon Fire Department premises.
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 his/her designee, an opportunity to participate in EAP for rehabilitation in lieu of disciplinary action being taken.
4. Because possessing a valid driver's license is a condition of employment, the loss of driving privileges imposed on a member by this or another agency due to use of alcohol 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 with the following exceptions which shall be considered as fulfilling the condition of employment as stated herein:
 - a. A valid work permit issued by the State of Connecticut that allows the member drive to and from work
 - b. The employee is solely responsible for, able, and arranges for their own transportation to and from work.

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. Members shall notify the Fire Chief or his/her designee if there are any job-related restrictions in the use of the prescribed drug.
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 his/her designee, an opportunity to participate in EAP for rehabilitation in lieu of disciplinary action being taken. In the event the member refuses or rails rehabilitation, disciplinary action for violation of this policy may be imposed.
3. Because possessing a valid driver's license is a condition of employment, the loss of driving privileges imposed on a member by this or another agency due to improper use of drugs 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. Because possessing a valid driver's license is a condition of employment, the loss of driving privileges imposed on a member by this or another agency due to improper use of drugs 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 with the following exceptions which shall be considered as fulfilling the condition of employment as stated herein:

- a. A valid work permit issued by the State of Connecticut that allows the member drive to and from work
- b. The employee is solely responsible for, able, and arranges for their own transportation to and from work.

Section 4 – Illegal Drugs

1. The use of an illegal drug, or controlled substance, or the possession of such substance by a member, while said member is on duty or on Department premises, is just cause for suspension or termination.

2. Any member whose abuse of illegal 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 his/her designee, an opportunity to participate in EAP for rehabilitation in lieu of disciplinary action being taken. In the event the member refuses or rails rehabilitation, disciplinary action for violation of this policy may be imposed.

3. The sale, trade or delivery of illegal drugs or controlled substances by a member, during work hours or while on Department premises, to another person is just cause for suspension or termination.

4. Because possessing a valid driver's license is a condition of employment, the loss of driving privileges imposed on a member by this or another agency due to use of illegal drugs 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 with the following exceptions which shall be considered as fulfilling the condition of employment as stated herein:

- a. A valid work permit issued by the State of Connecticut that allows the member drive to and from work
- b. The employee is solely responsible for, able, and arranges for their own transportation to and from work.

Section 5 – 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 conduct by a trained Breath Alcohol Technician

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

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

Section 6 – Interference With or Refusal to Test

Any alteration, switching, substituting or tampering with a sample or test given under this Appendix I by any member shall be grounds for immediate suspension and subsequent disciplinary action which may include dismissal.

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

Section 7 – Rehabilitation

The opportunity for rehabilitation (rather than discipline) shall be granted once for any member 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 member shall use accumulated sick or vacation leave for the period of any absence for the purpose of rehabilitation. All treatment will at the sole expense of the member, to the extent not covered by the member's health benefits plan. As part of any rehabilitation program, the member shall be required to undergo periodic screening for drugs or alcohol as recommended by the Medical Review Officer (MRO). If, after testing, the member has tested positive, he/she will be immediately suspended and will be subject to dismissal.

Section 8 – Reasonable Suspicion Procedures

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

1. Members 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 a member is under the influence of alcohol, drugs or controlled substances, as provided for within Federal or State law, shall immediately relieve said member from duty with pay.

Step 2: The on-duty Shift Commander or appropriate Division Head as applicable shall then immediately notify Fire Chief, or his/her designee.

Step 3: The reporting supervisor and the Fire Chief or his/her designee will interview the member, and if the Supervisor and the Fire Chief, or his/her designee both being the same who interviewed the member believe, based upon reasonable grounds herein, that the member is under the influence of alcohol, drugs or controlled substances, then said member will be taken by the Department its designated hospital or testing facility. The member may request Union representation during this interview, though said request may not be a reason to delay said interview.

Step 4: The decision to relieve the member from duty assignment shall be documented as soon as possible. Both the supervisor and the Fire Chief or his/her designee must 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 member 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 testing.

1. It shall be made clear to the member before he/she signs the release form that the results will be made available to the Fire Chief or he/she designee and may be used in disciplinary proceedings against the member. In addition, said results will be made available to the member.

2. If the member does not sign the release form, the member will be in violation of the parties' Agreement and the member 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 member will be placed on sick leave until results are available.

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

2. The Fire Chief or his/her designee shall make the final determination whether the member returns to active status or remains off duty if the outcome of the test(s) is/are positive.

3. Rejection of treatment or failure to complete rehabilitation may be cause for suspension or termination.

4. Upon successful completion of treatment, the member will be returned to active status without reduction of pay, or grade or seniority.

5. No member will be eligible for EAP more than one time except at the sole discretion of the Fire Chief or his/her designee. Any cost for additional EAP treatment shall be the responsibility of the member and shall not be submitted for reimbursement through the Town. A second positive test for alcohol or drugs shall be cause for immediate termination, except in those cases where the Fire Chief or her/his designee authorizes the member to attend additional EAP treatments at the member's expense, as provided for herein. Notwithstanding any other provisions contained herein, members who have three positive test results for alcohol or drugs shall be immediately terminated.

2. Any supervisor who does not relieve a member, 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 a member or using these procedures for harassment or personal reasons will be subject to disciplinary action.

MEMORANDUM OF AGREEMENT

WHEREAS, the Town of East Hartford, herein referred to as the "Town", and the International Association of Firefighters, Local 1548, herein referred to as the "Union" have negotiated a bargaining agreement covering the period from July 1, 1989 - June 30, 1992; and,

WHEREAS, both parties have reached agreement with regard to overtime and minimum manning which amends the terms of the Agreement; and,

WHEREAS, the parties desire that these amendments last only so long as the Agreement referenced above remains in effect; and,

WHEREAS, it is not the intention of the parties to achieve minimum manning through layoffs;

NOW, therefore, the parties agree as follows:

1. Article VIII of the Agreement shall be amended to delete the term time and one-half (1 1/2) and to substitute the term time and one-quarter (1 1/4), effective on approval of both parties.
2. The parties agree that there shall be maintained a minimum of twenty-six (26) members of the bargaining unit on duty at all times. The above shall not include any employee in grade 67, grade 71 or the Emergency Manager.
3. The Town maintains the right to reduce the manning level below twenty-six (26), when financial circumstances so dictate, subject to one (1) exception set forth below. The Town is to be the sole determiner of when financial circumstances dictate the reduction; however, the Town will present to the Union the basis for its determination. Exhaustion of the overtime account in and out of itself will not be deemed a sufficient financial circumstance justifying reduction of the work force below the above minimum.

Should the Town determine the financial circumstances require a reduction below the above minimum, then this entire Memorandum of Agreement shall become null and void.