

CONTRACT BETWEEN
THE TOWN OF EAST HARTFORD
AND
LOCAL 1548
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, AFL-CIO
FOR THE PERIOD JULY 1, 2001 THROUGH JUNE 30, 2006

TABLE OF CONTENTS

ARTICLE I Recognition..... 1

ARTICLE II Union Security 1

ARTICLE III Bulletin Boards 2

ARTICLE IV Grievance Procedure..... 2

ARTICLE V Union Business Leave 3

ARTICLE VI Work Week..... 4

ARTICLE VII Holidays 4

ARTICLE VIII Overtime 5

ARTICLE IX Acting Officers 7

ARTICLE X Vacations 8

ARTICLE XI Sick Leave 9

ARTICLE XII Injury Leave..... 10

ARTICLE XIII Special Leave..... 13

ARTICLE XIV Funeral Leave 13

ARTICLE XV Uniform Allowance 14

ARTICLE XVI Insurance..... 15

ARTICLE XVII Leave of Absence Without Pay 19

ARTICLE XVIII Seniority and Reduction in Force 19

ARTICLE XIX Probationary Period 21

ARTICLE XX Employee Wellness Program..... 22

ARTICLE XXI Health and Safety..... 23

ARTICLE XXII Emergency Medical Service 24

ARTICLE XXIII Miscellaneous 26

ARTICLE XXIV Savings Clause..... 28

ARTICLE XXV	<u>Wages and Longevity</u>	28
ARTICLE XXVI	<u>Duration</u>	29
APPENDIX A	SALARY SCHEDULE	2
APPENDIX B	LONGEVITY PAYMENTS.....	5
APPENDIX C	DR.'S OWN LETTERHEAD	Error! Bookmark not defined.
APPENDIX D	EAST HARTFORD FIRE FIGHTERS MEDICAL INSURANCE PLAN	1
APPENDIX E	EAST HARTFORD TRIPLE OPTION DENTAL PLAN	1
APPENDIX F	HEALTH BENEFIT OPT-OUT FORM.....	1
	MEMORANDUM OF AGREEMENT.....	2
	MEMORANDUM OF AGREEMENT - Paramedic/Drivers Pay	2

The following contract, effective as of the first day of July 2001, 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 and investigating positions within the East Hartford Fire Department, except those of Chief and Assistant Chief. 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

- A. Employees who are members of the Union as of July 1, 1986, or who later become members shall, as a condition of employment, remain members of the Union in good standing for the duration of this contract or any extension thereof.
- B. Section 1 (A) shall be modified to provide that during the term of this Agreement or extension thereof, all employees in the collective bargaining unit shall, from the signing of this Agreement, or within thirty (30) days from the date of employment by the Town, as a condition of employment, either become and remain members of the Union in good standing in accordance with the Constitution and By-Laws of the Union, or, in lieu of Union membership, pay to the Union a service fee which shall not be greater than the amount of dues uniformly required of its members. Adjustment to the service fee, if any, shall be in accordance with the procedure set forth in Article II, Section 2 of this Agreement.

SECTION 2

The Town shall deduct Union dues or a service fee weekly from the earned wages of each Union member or service fee 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 authorization card. The sum which represents such weekly Union dues deduction or service fee deductions 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 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 Personnel Director. Within ten (10) days after said Personnel Director receives such grievance, the Personnel 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 Personnel 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 five (5) 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 three (3) 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 three (3) 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 fifteen (15) days' leave from duty with full pay, for Union business such as attending labor conventions and educational conferences, provided that the total leave for the purposes set forth in this section shall be increased to twenty (20) working days during the year of the IAFF national convention.

ARTICLE VI Work Week

SECTION 1

The work week for all employees who perform fire fighting duties shall be an average of not more than forty-two (42) hours computed over a period of one fiscal year, based on a schedule of day tours of ten (10) hours each and night tours of fourteen (14) hours each.

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, based on a five (5) day, Monday through Friday, seven (7) hours per day schedule.

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.

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
Labor Day
Columbus Day
Veterans Day

New Year's Day
Martin Luther King Day
Presidents' Day
Good Friday

Thanksgiving Day
Christmas Day

Easter
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 *

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, for the purpose of remaining at the scene of a fire until he/she is properly relieved, for a period of time not to exceed thirty (30) minutes, such employee will receive no other compensation than his/her regular week's pay for such thirty (30) or less minutes of work. However, should any employee be held past thirty (30) minutes of his/her regular quitting time, for any reason, such employee 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 a minimum manpower strength for the full shift:

1. Deputy Chiefs, Captains and Lieutenants,
2. Firefighters, Firefighter/Paramedics, Pumper/Driver 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 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.

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.

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.

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. 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.

b. Employees working extra duty shall be compensated at the appropriate overtime rate of top step Firefighter.

c. 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.

d. 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.

ARTICLE IX Acting Officers

SECTION 1

Whenever any employee is required to work in a higher classification than his/her regular classification, i.e., Acting Deputy Chief, Acting Captain, Acting Lieutenant, or Acting Driver, such employee shall receive the next higher rate of pay for the higher classification in which he/she serves in this acting capacity, provided he/she has previously performed in such higher classification for fifteen (15) tours of duty based on a twelve (12) hour day. 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, nor will it count toward eligibility for step increase, time in grade for purposes of eligibility for promotional exams, nor for any purpose whatsoever.

Any employee, who is a Fire Equipment Mechanic, Fire Alarm Mechanic, or Fire Inspector will be eligible for payment for work in a higher classification, i.e., Master Mechanic, Superintendent of Fire Alarms, Fire Marshal, Chief Medical Officer, or Chief Training Officer in accordance with this Article.

A Pumper Driver who serves as Acting Lieutenant shall be covered by the provisions of this section.

SECTION 2

All acting assignments shall be offered to qualified employees on the basis of seniority. Whenever an employee is absent from duty for any reason or had died or retired 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, death or

retirement, 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. However, if the employer can reasonably determine that such absence will last more than thirty-one (31) days, then the employer may appoint said highest eligible employee any time from the first day of absence.

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

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 one (1) employee on each Fire Fighting Company on each shift, and the number of officers who may be on vacation simultaneously to two (2) officers on each shift. In the event of a conflict concerning a choice of vacations, preference shall be given on the basis of rank, then seniority, 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, and except 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 five (5) 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 into the next calendar year, provided said vacation leave is completed prior to the first day of July. 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.

SECTION 2

The term "perfect attendance" shall mean no time taken for sick leave, unauthorized leave or authorized leave without pay.

- A. Employees covered under Article VI, Section 1 of this Agreement shall earn one (1) day for perfect attendance for each of the following periods:

January 1	thru	April 30
May 1	thru	August 31
September 1	thru	December 31

- B. Employees covered under Article VI, Section 2 of this Agreement, 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

- C. 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 terminal leave for each day of unused sick leave up to a maximum of ninety (90) days, except as otherwise provided in Article XX. 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.

SECTION 4

Sick leave may be used for personal illness, injury or exposure to contagious disease and to permit absence of employees a reasonable period of time to make arrangements to care for members of their immediate family.

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:
- i. That the employee has been out of work due to his/her illness, injury or medical condition for a period of at least fourteen (14) calendar days;
 - ii. That the illness, injury or medical condition is expected to continue for an additional period of not less than thirty (30) calendar days;
 - iii. That the employee's skills and abilities and medical condition are appropriate to the light duty job to which he/she has been assigned;
 - iv. 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
 - v. 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 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.
- i. The total number of employees that may participate in the Light Duty Work Program shall not exceed three (3) percent of the total budgeted positions authorized for the Fire Department at that time, rounded to the nearest whole number. However, the Chief shall have the prerogative to grant exceptions to that total, on a non-precedent setting basis.
 - ii. Half of the available light duty positions (or the simple majority in the case of an odd number of light duty positions) shall be allocated and given preference to employees with work related injuries. The remaining available light duty positions shall be available for employees with non-work related illness, injury or medical condition.

- D. 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.
- E. 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**

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 at least 48 hours in advance;
- (D) In each calendar month, no employee shall exchange more than two (2) day shifts (tours) of special leave, excluding weekends and holidays. 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.

**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. In no event shall such leave be less than three (3) days 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, wife, 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 Short-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

Each calendar year the Town shall provide work uniforms consisting of shirts and pants to each employee. All work uniforms shall meet the specification of the turnout gear manufacturer and shall meet or exceed the NFPA and/or OSHA standards.

SECTION 4

The parties hereby acknowledge that work uniforms for the 2001-2002 contract/fiscal year have been purchased. Any new equipment necessary to comply with the language provided above will be purchased in contract/fiscal year July 1, 2002 through June 30, 2003.

SECTION 5

All full-time permanent uniformed members of the Fire Department who are on the regular payroll on August 1 of each calendar year shall receive a \$225 uniform cleaning allowance in the first pay period in August.

Effective July 1, 2002, the \$225 uniform cleaning allowance will be eliminated (See Appendix A).

ARTICLE XVI Insurance

SECTION 1

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

- A. Preferred Provider (PPO) Plan with Managed Care provisions, as described at Appendix D.
- B. Full Service Prescription Drug coverage, as described at Appendix D.
- C. The Triple Option Dental Plan, as described in Appendix E.
- D. Vision Care Endorsement for employee and spouse, as described at Appendix D.
- E. The Town shall provide and pay for a thirty thousand dollar (\$30,000) 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 five thousand dollar (\$5,000) life insurance policy for each employee who retires between July 1, 1998 and the date on which this Contract is signed. Each employee who retires after the signing of this Contract shall receive a \$10,000 retiree life insurance benefit.
- F. All members of the bargaining unit who elect insurance coverage under Sections A, B and D 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:

Effective January 1, 2002, each covered employee shall contribute 5% of the cost (the COBRA equivalent rate) of the insurance that he or she elects under Section A, B and D above through weekly payroll deductions on a pretax (IRS Code Section 125) basis.

Effective July 1, 2002, each covered employee shall contribute 7.5% of the cost (the COBRA equivalent rate) of the insurance that he or she elects under Section A, B and D above through weekly payroll deductions on a pretax (IRS Code Section 125) basis.

Effective July 1, 2003, each covered employee shall contribute 7.5% of the cost (the COBRA equivalent rate) of the insurance that he or she elects under Section A, B and D above through weekly payroll deductions on a pretax (IRS Code Section 125) basis.

Effective July 1, 2004, each covered employee shall contribute 7.5% of the cost (the COBRA equivalent rate) of the insurance that he or she elects under Section A, B and D above through weekly payroll deductions on a pretax (IRS Code Section 125) basis.

Effective July 1, 2005, each covered employee shall contribute 10% of the cost (the COBRA equivalent rate) of the insurance that he or she elects under Section A, B and D above through weekly payroll deductions on a pretax (IRS Code Section 125) basis.

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.

The employee insurance contributions described above will not exceed 3% of the employee's regular base pay in any contract year. This paragraph shall expire automatically upon implementation of the successor Collective Bargaining Agreement without prejudice or precedent to either parties' position entering the next round of negotiations.

- G. 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:

Coverage Type	Payment Amount
Individual	\$ 500.00
Individual plus one dependent	\$ 750.00
Individual plus two or more dependents	\$1,000.00

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 (\$125.00, \$187.50, \$250.00, 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.

6. 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 Blue Cross & Blue Shield only at the first of each month. Enrollment in any of the Town's Health Maintenance Organizations can be done only at Open Enrollment in May of each year.

SECTION 2

A. The Town shall provide and pay for the insurance benefits listed at Section 1, paragraphs A and B 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.

- B. For retired employees age 65 and over, who are eligible for Social Security, Parts A and B Medicare Supplemental coverage shall be provided in place of the foregoing coverage.

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 coverages to his/her spouse shall cease, unless such spouse elects to continue this coverage by the deduction of 100 percent 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 fifty (50%) percent of the monthly premium, as determined by 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. When the retired employee's spouse reaches age sixty-five (65) and enrolls in Medicare, the Town will pay 100 percent of the premium for Parts A and B Medicare Supplemental coverage.

SECTION 4

Notwithstanding the provisions of subparagraphs A and B of Section 2, and Section 3 of this Article, all retired employees (and their spouses) who are covered under the indemnification plan (irrespective of their date of retirement), shall have the option at any time to convert their indemnification health insurance plan to the Preferred Provider (PPO) Plan with Managed Care provisions by filing a written election with the office of the Personnel Director. Any such election to convert to the Preferred Provider Plan shall be irrevocable.

SECTION 5

Employees may select in lieu of Preferred Provider coverage, and subject to availability, Kaiser Foundation Health Plan of Connecticut coverage. Any HMO cost above that charged by the Preferred Provider Plan shall be borne by the employee selecting Kaiser Foundation Health Plan of Connecticut or any other health maintenance organization plan coverage.

SECTION 6

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 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, Pumper Driver and 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 or authorized leave of absence.

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

- i. Temporary employees shall be laid off before probationary employees.
- ii. Probationary employees shall be laid off before regular employees.
- iii. 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. Pumper Driver and Operator
 - e. Firefighter
 - f. Firefighter/Paramedic
 - g. Chief Training Officer
 - h. Chief Medical Officer
 - i. Fire Marshal
 - j. Deputy Fire Marshal
 - k. Master Mechanic
 - l. Fire Equipment Mechanic
 - m. Alarm Superintendent
 - n. Alarm Mechanic
- iv. Should it become necessary to eliminate a position in any of the foregoing classifications, the least senior employee in the classification will be affected by the elimination of the position within his/her classification. The least senior employee in the classification in which the elimination takes place shall be entitled to "bump" the least senior employee in the classification most recently held by such employee. The least senior person in the classification so affected shall be entitled to bump the least senior employee in the classification most recently held by such employee and this bumping procedure shall continue until the least senior person in the firefighter or firefighter/paramedic classification is laid off. Seniority within the previously

held classification shall include time served in the classification from which the demotion is made.

- v. 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 in a Firefighter or Firefighter/Paramedic, position shall be deemed final and permanent until after the expiration of a period of one year's probationary service. During the probationary period of any Firefighter or Firefighter/Paramedic, 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 hired after August 26, 1987 shall participate in a wellness program.

SECTION 2

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

SECTION 3

1. The wellness program shall require:

- (a) no smoking
- (b) an annual physical which shall include development of health related goals and objectives to be pursued by the employee over the coming year;
- (c) reasonable progress toward the annual goals including any weight standard set by the physician;
- (d) participation in a regular program of physical exercise as recommended and approved by the physician conducting the annual physical examination.

Employees enrolled in the wellness program who continue to participate as outlined above shall be eligible for payment of sick leave under Article XI, Section 3 at a maximum of one hundred twenty (120) days.

2. Participants in the program shall have two opportunities to quit smoking through participation in a smoking cessation program. If the participant then continues to smoke or resumes smoking, he/she will no longer be considered a participant in the wellness program.
3. The annual physical examination shall be performed by a physician selected by the Town. The Town shall identify the criteria to be applied by the physician in conducting the examination and developing health related goals and objectives for the employee. Medical information conveyed to the Town by said physician shall be limited to that which is relevant to the employee's participation in the wellness program and shall otherwise remain confidential.

4. If, at the time of the annual physical, the employee has failed to make reasonable progress toward the goals established the previous year, he/she shall no longer be considered a participant unless he/she makes such progress within thirty (30) days thereafter, as certified by the physician.

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. All members of the uniformed Fire Department will have a physical examination every two (2) years.
- B. The Town will conduct the physicals in the Health Department with a physician provided by the Town during an employee's working hours. The Chief or his designee will schedule the appointments.
- C. If an employee wishes to have his/her physician conduct the examination, it shall be at the employee's expense and on the employee's own time.

- D. 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.
- E. If any follow-up examination is indicated after an individual has been examined by his own physician, the cost will be borne by the employee.
- F. Job duties and specifications will accompany a medical form on which an employee's physician will certify his/her capability to perform the job. The form will require the physician's signature.

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, 2002, employees who possess paramedic license and who provide such service to the Town, shall be paid a yearly stipend the first pay period in December as follows based on that service:

0-2 years:	0%
3-4 years:	2% of the top step firefighter pay
5-10 years:	3.5% of the top step firefighter pay
more than 10 years:	4% of the top step firefighter pay

- B. Employees with EMT-Basic (EMT-A) certification shall receive four hundred seventy-five dollars (\$475) per year. Effective July 1, 2002, the EMT-Basic stipend will be eliminated.
- C. Employees who are certified less than six (6) months of the calendar year shall receive one-half of the amounts specified above for that year; employees who are certified for six months or more of the calendar year shall receive the full amount specified above for that year. However, any firefighter/paramedic who does not maintain an EMT-P license due to failure of the State Certification examination shall receive one-half (1/2) the amount specified above for the calendar year in which the license was lost due to failure of the licensing exam. These stipends shall be payable on the first pay period in December. Employees who are licensed as EMT-P shall, be paid in accordance with Article VIII, Section 1, whenever they are required to attend training courses to maintain their license.

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) licensing periods (of one year duration) 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 an EMT-P license at the time of appointment and who provide such service, shall be required to maintain that license for six (6) licensing periods (of one year duration) following appointment. All firefighter/paramedics hired on or after January 1, 2002 who hold an EMT-P license at the time of appointment and who provide such service shall be required to maintain that license for ten (10) licensing periods (of one year duration) 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.

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.

- D. Employees with an EMT-P license shall constitute no less than thirty-three percent (33%) of the total budgeted positions for employees covered by Article VI, Section 1. If the number of employees with EMT-P licensing drops below the minimum percentage expressed herein, no applicant without an EMT-P license will be hired until the minimum EMT-P percentage level is restored.
- E. If, during the period that a firefighter/paramedic is required to maintain an EMT-P license, he/she does not satisfy re-licensing requirements due to failure of the EMT-P licensing exam, he/she shall be provided a period of time not to exceed six (6) months from the date of decertification to become recertified. The period of time from decertification to recertification shall be added to the period the firefighter is required to hold an EMT-P license. The Town shall not bear any costs associated with an employee's effort to re-certify following failure of the EMT-P licensing exam.
- F. All current employees who were not required to possess an EMT-P license at the time of appointment and who elect to seek their EMT-P license following appointment, provided prior approval is granted by the Chief of the Department, shall be required to make a commitment to maintain their EMT-P license for a minimum of six (6) licensing periods (of one year duration each).
- G. 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 EMT-P license and provide such service who participate in training to maintain their license shall continue to perform the duties of an EMT-P during the remainder of their licensing period.
- H. For employees who obtain their EMT-P license 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 working on the EMS unit, 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.
- I. For employees who were required to possess EMT-P 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 working on the EMS unit, 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.
- J. 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.
- K. For purposes of this Article the terms "certification" and "license" shall be interchangeable where the context so requires.

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 equal to the rate of Temporary Promotion pay between Grade 65, Step 5 and Grade 66, Step 1. for each shift in which precepting is performed. Preceptor duties shall be assigned to the senior qualified EMT-P on each shift who is assigned to a Medic Unit.

ARTICLE XXIII

Miscellaneous

SECTION 1

No employee shall be required to stand switchboard watch after 10:00 p.m. each night, but, in the event of an alarm, the dispatcher shall be on watch until all companies report on duty.

SECTION 2

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

SECTION 3-

All promotions above the rank of Firefighter or Firefighter/Paramedic shall be made through a merit system.

SECTION 4

- A. A budget of \$10,000 shall be established from which the Town shall contribute toward necessary books and tuition to members of the Fire Department 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 \$10,000 shall be established from which the Town shall contribute toward necessary books and tuition to members of the Fire Department 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

All employees shall be required to reside within thirty (30) minutes travel time of the town line of East Hartford. Notwithstanding the above provision, employees who, on March 15, 1985 resided outside the stated limit, may continue to do so, as long as they remain at their present address of that date.

SECTION 6

All employees in Salary Grades 67, 68, 69, 71, and 72 shall be issued and shall be required to carry a pager. Pagers shall be worn on a 24-hour per day basis while both on duty and off duty. Effective upon receipt of a pager, officers will respond promptly to pagers and messages. There will be a one time adjustment to base salary as compensation for responding to pagers while off duty (See Appendix A). Pagers may be used for personal matters.

SECTION 7

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

**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**

SECTION 1

The wages for all employees shall be as set forth in Appendix A-1 attached hereto.

SECTION 2

The longevity plan as provided for in Appendix B shall continue in effect from July 1, 2001 through June 30, 2005. Employees shall receive longevity payments, based on their anniversary date, in recognition of their length of service, and payments will be made on the first payday in the following September. Except for discharge, pro rata longevity payment shall be made to an employee in the event he/she terminates his/her services with the Town. Effective July 1, 2005, longevity payments will be eliminated, and the language in this Section and Appendix B shall be deemed no longer applicable and null and void (See Appendix A).

ARTICLE XXVI

Duration

- A. The duration of this contract shall extend from July 1, 2001 through June 30, 2006 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 five (5) 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.

IN WITNESS WHEREOF, the parties have caused their names to be signed this ____ day of _____, 200__.

TOWN OF EAST HARTFORD

Witness

By: Timothy Larson
Mayor

By: Steven Bielenda
Personnel Director

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

Witness

By: _____
President

APPENDIX A
SALARIES

A. Effective July 1, 2002, the salaries in effect on June 30, 2002 shall be increased by one percent (1%) at each grade and at each step as consideration for the elimination of the uniform cleaning allowance stipend.

B. In consideration of the elimination of the pager stipend, employees in Grades 67, 68, 69, 71, and 72 will receive a one time \$1,500 adjustment to their base salary to be paid July 1, 2002 as compensation for carrying pagers.

C. Effective July 1, 2005, the salaries in effect on June 30, 2005 shall be increased by one and one-half percent (1½%) at each grade and at each step as consideration for the elimination of longevity payments.

**APPENDIX A-1
SALARY SCHEDULE**

July 1, 2001 - June 30, 2006

GRADE

65 - Firefighter, Firefighter/Paramedic*

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
7/1/2001					
7/1/2002					
7/1/2003					
7/1/2004					
7/1/2005					

* Subject to Recruit Rate, as described below.

66 - Pumper Driver and Operator

7/1/2001
7/1/2002
7/1/2003
7/1/2004
7/1/2005

67 - Fire Equipment Mechanic, Fire Alarm Mechanic, Fire Inspector

7/1/2001
7/1/2002
7/1/2003
7/1/2004
7/1/2005

68 - Lieutenant

7/1/2001
7/1/2002

7/1/2003

7/1/2004

7/1/2005

69 - Captain

7/1/2001

7/1/2002

7/1/2003

7/1/2004

7/1/2005

71 – Master Mechanic, Superintendent Fire Alarms, Fire Marshall, Chief Medical Officer, Chief Training Office

7/1/2001

7/1/2002

7/1/2003

7/1/2004

7/1/2005

72 - Deputy Chief

7/1/2001

7/1/2002

7/1/2003

7/1/2004

7/1/2005

NOTE:

Subject to the Recruit Rate, as described below, 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 4 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 5 of the salary range for his/her classification.

Recruit Rate

All Firefighters and Firefighter/Paramedics shall be hired at a Recruit Rate which shall be at an annual rate that is \$2,500 less than Step 1, and shall move to Step 1 upon completion of the recruit training period and assignment to firefighting and/or paramedic activities.

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:

7/1/2001	Three percent (3%)
7/1/2002	Three and one-quarter percent (3.25%)
7/1/2003	Three and one-quarter percent (3.25%)
7/1/2004	Three and one-quarter percent (3.25%)
7/1/2005	Three and one-half percent (3.5%)

APPENDIX B

LONGEVITY PAYMENTS

Longevity payments shall be issued to bargaining unit members, depending on date of hire, as follows:

- A. Hire Date On or Before June 30, 1992:
Upon Completion of -
- | | |
|-------------|-------|
| 6 - 8 years | \$230 |
| 9 years | \$260 |
| 10-14 years | \$400 |
| 15-19 years | \$500 |
| 20+ years | \$600 |
- B. Hire Date Between July 1, 1992 and June 30, 1998:
Upon Completion of -
- | | |
|---------------|-------|
| 6 - 9 years | \$200 |
| 10 - 14 years | \$400 |
| 15 - 19 years | \$500 |
| 20+ years | \$600 |
- C. Hire Date After June 30, 1998:
Upon Completion of -
- | | |
|---------------|-------|
| 15 - 19 years | \$500 |
| 20+ years | \$600 |

Effective July 1, 2005, longevity payments will be eliminated, and the language in Article XXV, Wages and Longevity, Section 2 and this Appendix shall be deemed no longer applicable and null and void. (See Appendix A)

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 _____ to
(date)

_____ as a result of being afflicted with
(date)

_____, during which period he/she was
(cause of illness)

under my care. 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**

Benefit	P.P.O. Plan with Managed Benefits	Proposed Century Preferred with Managed Benefits
Costshares	<p align="center">In-Network services subject to copays In-Network: \$5 Office Copay, \$25 Emergency Room Copay, \$0 Outpatient Surgical Copay \$0 Per Hospital Admission Copay, Lifetime Maximum-Unlimited</p> <p align="center">Out-of-Network services subject to deductible and coinsurance Deductible - \$200/\$400/\$500 Coinsurance - 80%/20% to \$4,000/\$8,000/\$10,000 Out-of-Pocket Maximum \$1,000/\$2,000/\$2,500, Cost share maximum per calendar year Lifetime Maximum Out-of-Network \$1,000,000</p>	<p align="center">In-Network services subject to copays In-Network: \$5 Office Copay, \$25 Emergency Room Copay, \$0 Outpatient Surgical Copay \$0 Per Hospital Admission Copay, Lifetime Maximum-Unlimited</p> <p align="center">Out-of-Network services subject to deductible and coinsurance Deductible - \$200/\$400/\$500 Coinsurance - 80%/20% to \$4,000/\$8,000/\$10,000 Out-of-Pocket Maximum \$1,000/\$2,000/\$2,500, Cost share maximum per calendar year Lifetime Maximum Out-of-Network \$1,000,000</p>
<p>Preventive Care</p> <p>Pediatric</p> <p align="center"><u>Exam Schedule</u></p> <p>Birth - 1 year 6 exams 1 year - 5 years 6 exams 6 years - 10 years 1 exam every 2 years 11 through 21 1 exam every year 22 through 29 1 exam every 5 years 30 through 39 1 exam every 3 years 40 through 49 1 exam every 2 years 50 and over 1 exam annually</p> <p>Adult</p> <p>Vision</p> <p>Hearing</p> <p>Gynecological</p>	<p align="center">\$5 Copay. Covered according to age-based schedule</p> <p align="center">\$15 Copay, covered once every 2 years</p> <p align="center">Covered once every two years, \$15 copay</p> <p align="center">\$15 Copay, One routine exam every year</p>	<p align="center">\$5 Copay. Covered according to age-based schedule</p> <p align="center">\$5 Copay, covered once every 2 years</p> <p align="center">Covered once every two years, \$5 copay</p> <p align="center">\$5 Copay, One routine exam every year</p>
<p>Medical Services</p> <p>Medical Office Visit</p> <p>Outpatient PT/OT/ Chiro, Speech Therapy</p>	<p align="center">\$15 Copay</p> <p align="center">\$15 Copay per visit Covered up to 50 combined treatments per member per calendar year. (Treatment Plan Required)</p>	<p align="center">\$5 Copay</p> <p align="center">\$5 Copay per visit Covered up to 60 combined treatments per member per calendar year. (Treatment Plan Required)</p>
<p>Allergy Services</p> <p>Diagnostic Lab and X-ray</p> <p>Surgery Fees</p> <p>Office Surgery</p>	<p align="center">\$15 copay for visits and tests (Treatment Plan Required) \$0 copay - injections</p> <p align="center">Covered</p> <p align="center">Covered</p> <p align="center">Covered</p>	<p align="center">\$5 copay for visits and tests (Treatment Plan Required) \$0 copay - injections</p> <p align="center">Covered</p> <p align="center">Covered</p> <p align="center">Covered</p>
<p>Outpatient MH/SA</p>	<p align="center">In Network covered to 40 visits per calendar year, \$15 copay Covered at 50% up to 40 visits per calendar year Out-of-Network</p>	<p align="center">In Network covered to 40 visits per calendar year, \$15 copay Covered at 50% up to 40 visits per calendar year Out-of-Network</p>
<p>Emergency Care</p> <p>Emergency Room</p>	<p align="center">\$25 Copay (Waived if admitted)</p>	<p align="center">\$25 Copay (Waived if admitted)</p>
<p>Urgent Care</p>	<p align="center">\$25 Copay</p>	<p align="center">\$25 Copay</p>
<p>Ambulance</p>	<p align="center">Covered up to \$500 per trip - land Covered up to \$3,000 per trip - air</p>	<p align="center">Covered up to \$500 per trip - land Covered up to \$3,000 per trip - air</p>

Inpatient Hospital	Note: All hospital admissions require pre-cert	Note: All hospital admissions require pre-cert
General/Medical/ Surgical Maternity (Semi-private)	Covered	Covered
Ancillary Services (medicine supplies)	Covered	Covered
Psychiatric	Covered up to 60 days per calendar year (120 partial)	Covered up to 60 days per calendar year (120 partial)
Substance Abuse/Detox	Covered up to 45 days per calendar year (90 partial)	Covered up to 45 days per calendar year (90 partial)
Rehabilitative	Covered up to 60 days per calendar year	Covered up to 60 days per calendar year
Skilled Nursing Facility	Covered up to 120 days per calendar year	Covered up to 120 days per calendar year
Hospice	Covered	Covered
Outpatient Hospital Outpatient Surgery Facility Charges	Covered	Covered
Diagnostic Lab and X-ray	Covered	Covered
Pre-Admission Testing	Covered	Covered
Other Services		
Durable Medical Equipment	Covered	Covered
Prosthetics	Covered	Covered
Home Health Care	200 visits per calendar year	200 visits per calendar year
Prescription Drugs	\$500 per covered person additional coverage Out-of-Network	\$5/\$10/\$50 pharmacy card plan, \$5,000 annual maximum, additional coverage Out-of-Network

This is a summary of benefits and is by its nature limited in detail and scope.
Refer to the Plan Document for full details of coverage.

This is a summary of benefits and is by its nature limited in detail and scope. Refer to the Plan Document for full details of coverage.

APPENDIX E
EAST HARTFORD
TRIPLE OPTION DENTAL PLAN

BENEFIT DESCRIPTION	<u>PPO IN NETWORK NO DEDUCTIBLE</u>	<u>FLEX DENTAL \$50 DEDUCTIBLE*</u>	<u>OUT OF NETWORK \$200 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
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			

	PPO IN NETWORK <u>NO DEDUCTIBLE</u>	FLEX DENTAL <u>\$50 DEDUCTIBLE*</u>	OUT OF NETWORK <u>\$200 DEDUCTIBLE</u>
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 Dependents covered to age 19	50%	50%	Not Covered

*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 \$500 for individual employee coverage, \$750 for employee plus one dependent coverage, or \$1,000 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 _____

Notary _____ Date _____

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) Fire Department personnel on duty at all times. The above shall not include the Fire Equipment Mechanic, Fire Alarm Mechanic, Fire Inspector, Master Mechanic, Superintendent of Fire Alarms, and Fire Marshal.
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.

MEMORANDUM OF AGREEMENT

Paramedic/Drivers Pay

The Town will maintain 36 Pumper Driver & Operator positions for eight pieces of apparatus. The MEDIC truck(s) will be driven by the senior Firefighter/Paramedic, or Firefighter with paramedic training or Pumper Driver & Operator with paramedic training

The senior person operating the MEDIC truck will be paid as follows:

- A. Current Firefighter/Paramedics and Firefighters with paramedic training will receive the difference between their current salary and the Pumper Driver & Operator rate for each tour of duty that they drive.
- B. Pumper Driver & Operators with paramedic training will receive the Pumper Driver & Operator rate.
- C. Any new Firefighter/Paramedic, or Firefighter with paramedic training hired after January 1, 1988 who drives the MEDIC truck will receive pay equal to the rate of Temporary Promotion pay between Grade 65, Step 5 and Grade 66, Step 1 per day above their regular rate for each tour of duty that they drive.