

THOMPSONVILLE FIRE DISTRICT #2

AND

**THOMPSONVILLE
FIREFIGHTERS IAFF LOCAL 3059**

COLLECTIVE BARGAINING AGREEMENT

2006-2010

478035 v.03

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PREAMBLE

This agreement entered into by and between the Thompsonville Fire District No. 2, hereinafter referred to as the "District," and the Thompsonville Fire Fighters, International Association of Fire Fighters, AFL - CIO, hereinafter referred to as the "Union," effective upon the signing of this agreement, has as its purpose the promotion of harmonious relations between the District and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of rates of pay, hours of work, working privileges or benefits or any other matters that come within the general meaning of the terms, working conditions or conditions of employment.

ARTICLE 1 **Recognition**

The District hereby recognizes the Union as the exclusive bargaining agent for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and conditions of employment for all of the full time fire fighters of the Thompsonville Fire District No. 2, Thompsonville, Connecticut; exclusive of the chief and incumbent Assistant Chief upon the signing of this agreement. However, the parties acknowledge that one Assistant Chief will always be excluded from the bargaining unit.

ARTICLE 2 **Union Security and Rights**

- Section 1.** As a condition of employment, all present employees, within thirty (30) days of the date this agreement is signed, shall either become and remain members of the Union or pay an agency fee established by the Union to cover the proportionate cost of collective bargaining, contract administration and grievance adjustment.
- Section 2.** All new employees, after thirty (30) days, shall either become or remain members of the Union or pay an agency fee established by the Union to cover the cost of collective bargaining, contract administration and grievance adjustment.
- Section 3.** The District agrees to deduct from the salary of any employee who authorizes in writing such deduction of union dues or agency fees as certified to the District by the Union and allowed by law. The District will remit to the Union, once each week, all amounts so deducted together with a list of employees from whose salaries such sums have been deducted. Deductions shall continue until such time as the employee is separated from the District's service or withdraws his or her authorization in writing within thirty (30) days' notice to the District or Union.

- Section 4.** Deductions shall be made from one paycheck each week.
- Section 5.** In the event that an employee receives pay insufficient to cover the amount of the deduction for dues or fees, no deduction shall be made for that week.
- Section 6.** The Union shall indemnify and hold the District harmless from any and all demands, suits, complaints, claims, costs, and liabilities including attorney's fees, caused by or arising out of the administration or enforcement of this article.
- Section 7.** There shall be no discrimination, interference, restraint or coercion by the District against any employee or Local Union representative for his activity on behalf of, or membership in the Union.

ARTICLE 3
Employee Rights

- Section 1.** No written evaluation, reprimand, unfavorable correspondence or other notice of disciplinary action shall be placed in an employee's personnel file without providing the employee with: (a) the opportunity to see and sign it (indicating receipt of such material) and (b) a concurrent copy of such material. If the employee refuses to sign, a Union representative shall sign the material (indicating receipt only) and shall be provided with a copy of such material].
- Section 2.** Written evaluations, reprimands or other notice of disciplinary action shall not be admissible in any disciplinary appeal unless the material has been included in the Employee's personnel file in a manner consistent with this article.
- Section 3.** Each employee, upon written request to the Fire Chief, shall be permitted to examine and copy any materials in his/her personnel and medical file during working hours at a time mutually agreeable to the employee and the Chief. The Union may have access to an employee's records upon presentation of written authorization signed by the employee
- Section 4.** If upon inspection of his or her personnel or medical records an employee disagrees with any of the information contained in such file or records, removal or correction of such information may be agreed upon by such employee and his/her employer. If such employee and employer cannot agree upon such removal or correction then such employee may submit a written statement explaining his/her position. Such statement shall be maintained as part of such employee's personnel or medical records and shall accompany any transmittals or disclosures from such files or records made to a third party.

Section 5. Whenever a bargaining unit employee is subject to a disciplinary action that shall or may result in a record in the bargaining unit employee's personnel file and a hearing or interview before the Chief or Commissioner, shall be given advanced written notice of the hearing or interview.

Section 6. After a management decision is made to impose a suspension, demotion, or dismissal, the District or its designee will informally notify the Union of the contemplated discipline prior to imposing the discipline. Up to 10 calendar days will be allowed for the Union and/or the employee to uniformly discuss the matter with the District or its designee.

Written notice of the formal disciplinary action shall be sent to the employee by certified mail or served in person with the Union representation. A copy of such notice shall be provided to the Union within 24 hours of the notice to the employee.

ARTICLE 4 **Fire Fighter Bill of Rights**

Section 1. An Employee shall be entitled to Union representation at each step of the grievance procedure and at the investigatory interviews that may result in disciplinary action.

Section 2. Pursuant to Conn. Gen. Stat. § 7-308 the District shall pay on behalf of any bargaining unit member all sums which such fire fighter becomes obligated to pay by reason of liability imposed upon such fire fighter by law for damages to person or property, if the fire fighter, at the same time of the occurrence, accident, injury or damages complained of, was performing fire duties and if such occurrence, accident, injury or damage was not the result of any willful or wanton act of such fire fighter in the discharge of such duties.

Section 3. An employee with an alcohol, mental health or drug abuse problem can be rehabilitated through an employee assistance program. The District shall provide the employee, on his/her first offense, the option of successfully completing a program designated and paid for by the District in lieu of discipline or discharge. The District also maintains the discretion to impose discipline up to and including termination for alcohol or drug abuse misconduct. In addition, the District may, in its discretion, grant an employee's request for such treatment.

Section 4. Discipline or discharge shall be for just cause. Progressive discipline shall normally be utilized (i.e., verbal warning, written warning, suspension and termination). An employee who is reprimanded, demoted, suspended or dismissed shall have the right to appeal such action through the grievance and

arbitration process set forth in this agreement. Progressive discipline is not necessary in cases of serious misconduct.

ARTICLE 5
Holidays

Section 1. The following holidays shall be observed:

New Years Day (January 1)	Labor Day
Martin Luther King Day	Columbus Day
Presidents' Day	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day (July 4)	Christmas Eve
	Christmas Day (Dec. 25)

Section 2. Holidays will be observed on the date of national observance except as indicated above.

Section 3. In addition to established wage rates payable to all employees for each holiday, the following premium rates shall be paid, when applicable:

- (a) Holidays shall be paid on a twelve (12) hour per day basis
- (b) One and one-half (1 1/2) times the employee's regular rate of pay if called into work on a holiday that is their scheduled day off.

Section 4. In order to receive holiday pay, an employee must work the day before, day of and the day after the holiday, if scheduled, unless the employee is sick and has a written note from a doctor certifying that the employee was sick on that day.

Section 5. The Fire Marshal shall not be required to work on holidays as indicated in Article 5, Section 1.

ARTICLE 6
Vacations

Section 1. Each employee shall be eligible for vacation benefits after six (6) months of continuous service with the District.

Section 2. Vacation benefits shall be calculated based on the employee's most recent date of hire.

Section 3. Vacation allowance shall be earned annually on the schedule outlined below. Seniority by group shall be used for the purpose of scheduling vacations. No more than one employee per group shall be allowed to take vacation at the same time.

However, in the event that an employee wishes to take a single vacation day while another employee on the same group is out on a tour or more vacation, a single day of vacation shall be permitted in accordance with seniority.

<u>Length of Continuous Service</u>	<u>Vacation Benefits</u>
6 months – 1 year of service	1 Tour
Over 1 year of service, less than 7	2 Tours
Over 7 years of service, less than 12	3 Tours (2 Tours and 6 days)
Over 12 years of service, less than 17	4 Tours (2 Tours and 12 days)

Each employee who has or will have completed seventeen (17) years of service shall be granted one (1) additional day of vacation for each year of service to a maximum of twenty-five (25) days.

Section 4. If a holiday occurs during the time in which a vacation is taken by an Employee, the employee shall receive holiday pay for the day in question, but shall not receive extra time off.

Section 5. An employee who is separated from service in good standing shall be compensated for all pro rata unused vacation days accumulated, at the employee's regular rate of pay at the time of separation. In the event of the death of an employee, his dependents or estate, as the case may be, shall receive pro rata payment for unused vacation time accumulated.

Section 6. Vacation benefits are non-cumulative. However, one (1) Tour of vacation may be carried over into the succeeding vacation year upon approval of the Chief; and must be taken within said vacation year. Denial of such request by the Chief is not subject to the grievance procedure.

Section 7. The first two (2) vacation tours earned must be taken one (1) tour at a time. Vacation days earned over two (2) tours may be taken in one (1) day increments. When an employee requests in advance to use vacation on four consecutive days of work and such request is approved, such vacation shall be deemed to have been taken as a "tour" of vacation for purposes of this Article including but not limited to Section 3.

Section 8. A vacation list shall be posted on October 1 and filled out by January 1. Vacation days must be used January 1 through December 31. In order to grant

employee vacation requests in a fair and equitable manner, the following procedure shall be utilized:

- (a) Each employee shall request their two (2) preferred vacation tours/weeks.
- (b) Vacation tours/weeks shall be awarded based on seniority.
- (c) Following the determination of each employee's vacation tours/weeks, individual days shall be requested by employees in the same manner and awarded based on seniority.

Section 9. Probationary employee's, upon successful completion of six (6) months of continuous employment, must select and take their one (1) tour vacation benefit prior to the completion of one (1) full year of service. Thereafter, said employee may not take vacation until one (1) month has lapsed between the end of the first year of employment and the next vacation leave.

ARTICLE 7 **Education and Training**

- Section 1.**
- (a) If the District requires an employee to attend a seminar or course the District shall: (a) pay for the seminar, registration fees, or tuition and required texts and (b) pay the affected employee their regular rate of pay for the time spent attending the seminar plus travel expenses.
 - (b) From time to time, the District may come upon training opportunities, which though not required, it might be willing to offer to its employees and pay all or a portion of the costs of the training because the training will enhance the operation of the District and the qualifications of the employees. If a non-required training opportunity becomes available to the employees which the District intends to: (a) pay all or a portion of the costs of the seminar, registration fees, or tuition and required texts, and/or (b) pay the affected employee their regular rate of pay for the time spent attending the seminar, plus travel expenses if the training opportunity occurs during the employee's regular tour. Otherwise, employees who participate in voluntary training opportunities shall do so on their own time without compensation. The District shall post notice of such training opportunity with a sign-up sheet for a minimum of fourteen (14) calendar days. Such training opportunities shall be awarded to an employee(s) meeting the prerequisites for such course based on seniority. The District may limit the number of employees who actually participate in such voluntary training opportunity.

Section 2. If the District grants an employee's request to attend a seminar or course, the District may pay for the seminar registration fees or tuition and required texts provided the employee offers proof of: (a) the successful completion of the seminar or course, and (b) the cost of registration and the required texts. When more than one employee requests to attend a training course or seminar on the same day for which the District would grant such request, employee attendance shall be based on: (a) relevance of the course to the employees current or future assignment with the District and (b) the date of the request, "first come, first served."

Section 3. The employer shall pay an annual premium to employees for providing Emergency Medical Service and maintaining current EMS certifications as an Emergency Medical Technician (EMT) or Medical Response Technician (MRT) as follows:

- a. Effective upon implementation of the participation of the District and its firefighters in the Town of Enfield's EMS program, including but not limited to the staffing of the Town's ambulances, employees shall receive the applicable premium that corresponds to their level of certification and involvement as set forth below:

Employees certified as EMT who staffs the Town ambulance and who acts as a First Responder	\$1550.00
Employees certified as EMT or MRT who do not staff the Town ambulance but who act as a First Responder	\$800.00
Employees without EMT or MRT certification	\$350.00

- b. In the event that the District ceases to be involved in the staffing of the Town's ambulance under the Town's EMS program, employees shall receive the applicable premium that corresponds to their level of certification and involvement as set forth below:

Employees certified as EMT who acts as a First Responder	\$800.00
Employees certified as MRT who act as a First Responder	\$750.00
Employees without EMT or MRT certification	\$350.00

c. In the event that the District ceases to be involved in the staffing of the Town's ambulance and ceases to provide service as a First Responder under the Town's EMS program, employees shall receive the applicable premium that corresponds to their level of certification and involvement as set forth below:

Employees certified as EMT	\$300.00
Employees certified as MRT	\$250.00
Employees without EMT or MRT certification	No premium

The annual premiums referenced above shall be paid in two (2) equal installments: first installment on June 1; second installment on December 1 of each year as compensation for participating during the previous six (6) months.

In order to receive the compensation described in this provision for Emergency Medical Technician and/or Medical Response Technician, a bargaining unit member must fully participate in and respond to calls in accordance with the current Town of Enfield's EMS system and the level of involvement specified. If a bargaining unit member refuses to participate, he/she shall not receive a stipend.

Shift Commanders will not be required to respond to calls while serving in that capacity. However, in order to receive the stipend, such individuals are required to participate when working in a non-shift commander capacity.

Firefighters hired on or after January 1, 2003 shall be required as a condition of employment to have and maintain EMT certification for ten (10) years. New hires hired on or after this Agreement shall be required as a condition of employment to have and maintain EMT certification for twelve (12) years and fully participate in the Town of Enfield's EMS program up to and including assignment to a transport ambulance.

If during the period that a firefighter is required to maintain their EMT certification, he or she does not satisfy recertification requirements due to failure of the EMT certification exam, he/she shall be provided a period of time not to exceed one (1) year 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 certification.

If the employee, as certified by a physician licensed under the laws of the State of Connecticut, becomes medically disqualified from working on an EMS transport unit, he/she shall be relieved of his/her commitment for the period of

the medical disqualification and shall receive pro rata payments under Section 3 for that calendar year and each calendar year thereafter during the period of the medical disqualification.

If the employee fails to keep the required commitment for reason(s) other than medical disqualification, he/she shall receive no payment pursuant to this Section 3 in that calendar year.

ARTICLE 8 Insurance

Section 1. The District will provide group medical, dental, and orthodontic coverage to all full-time employees and eligible dependents. The cost of this benefit will be shared by the District and employee receiving such benefits. As of June 1, 2007, the employee's cost shall be six percent (6%) of the total premium applicable to the level of coverage selected. As of June 1, 2007, the District shall provide health coverage through a Connecticare POS Open Access 30/45 Plan. Upon request, a summary of benefits of the plan shall be made available from the District's administrative/benefits office. In addition, a summary of benefits of the plan is attached hereto as Appendix B.

Section 2. The District may change carriers or self insure for any one or more of the medical or dental insurance benefits described in this agreement from time to time, but not more than once in any calendar year, provided that the covered services and benefits shall be reasonably comparable, have a high quality network, and shall be discussed with the bargaining unit prior to implementation. In addition, the parties agree that there shall not be any loss due to preexisting condition.

Section 3. The District agrees to establish an Internal Revenue Code section 125 plan with respect to employee cost share contributions to the group medical and dental insurance.

Section 4. The District agrees to provide and pay for group life insurance for each full-time employee in the amount of \$25,000.00.

Section 5. A Long-Term Disability Plan shall be provided. However, if the Long Term Disability Plan provides a benefit less than two-thirds of current salary, the Union has a right to request negotiations regarding a change in the benefit, provided such changes are available from a licensed insurance carrier. Group Long Term Disability shall be 60% of monthly pay, with a maximum of \$2000.00 per month to age 65, with a 180 (one hundred eighty) day elimination period. These benefits will be reduced by any other income an employee might be eligible for such as social security - sick pay etc.

