

**AGREEMENT**

**BETWEEN**

**THE TOWN OF EAST LYME**

**AND**

**LOCAL 3377, INTERNATIONAL ASSOCIATION  
OF FIRE FIGHTERS, AFL-CIO**

**JULY 1, 2019 – JUNE 30, 2022**

## TABLE OF CONTENTS

<u>PREAMBLE</u> .....	1
<u>ARTICLE I - RECOGNITION</u> .....	1
<u>ARTICLE II - WAGE DEDUCTIONS</u> .....	1-2
<u>ARTICLE III - MANAGEMENT RIGHTS</u> .....	2-3
<u>ARTICLE IV - NONDISCRIMINATION</u> .....	3
<u>ARTICLE V - NO STRIKE - NO LOCKOUT</u> .....	4
<u>ARTICLE VI - PROBATIONARY PERIOD</u> .....	4
<u>ARTICLE VII - HOURS OF WORK AND OVERTIME</u> .....	4-5
<u>ARTICLE VIII - NIGHT SHIFT</u> .....	5-6
<u>ARTICLE IX - DISCIPLINARY ACTIONS OF POST PROBATIONARY EMPLOYEES</u> .....	6
<u>ARTICLE X - GRIEVANCE PROCEDURE</u> .....	6-7
<u>ARTICLE XI - VACATIONS</u> .....	7-9
<u>ARTICLE XII - SICK LEAVE</u> .....	9-10
<u>ARTICLE XIII - LEAVE PROVISIONS</u> .....	10-12
<u>ARTICLE XIV - HOLIDAYS</u> .....	12-13
<u>ARTICLE XV - INSURANCE</u> .....	13-16
<u>ARTICLE XVI - PENSION PLAN</u> .....	16-18
<u>ARTICLE VXII - SAFETY, HEALTH AND MISCELLANEOUS</u> .....	18-19
<u>ARTICLE XVIII - MISCELLANEOUS</u> .....	19
<u>ARTICLE XIX - WAGES</u> .....	19-20
<u>ARTICLE XX - INJURY LEAVE</u> .....	20

<u>ARTICLE XXI - SENIORITY</u> .....	21
<u>ARTICLE XXII - PROPERTY REPLACEMENT</u> .....	21
<u>ARTICLE XXIII - ENTIRE AGREEMENT</u> .....	21
<u>ARTICLE XXIV - SAVINGS CLAUSE</u> .....	21
<u>ARTICLE XXV - DURATION</u> .....	21-22
<u>SIGNATURE PAGE</u> .....	23
<u>APPENDIX A - WAGE SCALE</u> .....	24
<u>APPENDIX B - OVERTIME POLICY</u> .....	25-26
<u>APPENDIX C - MEMORANDUM OF AGREEMENT</u> .....	27

## **PREAMBLE**

This Agreement is entered into by and between the Town of East Lyme, hereinafter referred to as the "TOWN" or the EMPLOYER and Local 3377, International Association of Fire Fighters, hereinafter referred to as the "UNION".

## **ARTICLE I** **RECOGNITION**

- 1.0 The Town hereby recognizes the Union as the sole and exclusive bargaining agent for all uniformed non supervisory full time paid Fire Fighters as specified in the Decision and Certification of Representation issued by the State Board of Labor Relations in case number ME-13,194 excluding Fire Marshal and dispatching and/or clerical personnel.
- 1.1 Unit employees as defined in Section 1.0 are full time employees of the Town of East Lyme and are subject to supervision by First Selectman or his supervisory designee. Unit employees shall not be subject to supervision by part time and/or volunteer personnel with regard to wages, benefits and/or conditions of employment.

## **ARTICLE II** **WAGE DEDUCTIONS**

- 2.0 The Town agrees to deduct four equal payroll deductions in each month, Union dues in an amount as specified by the Secretary of the Union, when furnished a signed authorizing statement from the employee.
- 2.1 The Town agrees that upon written, voluntary authorization by any employee covered by this Agreement, it will make weekly deduction from the wages of such employee for Union dues in accordance with established practice. Such deduction shall be discontinued in the event of termination of the employee's services or upon the employee's written, voluntary request. The total amount deducted each month in accordance with the provisions of this Section will be remitted by the Town, together with a list of the employees from whose wages such deductions have been made, to such individual and at such address as shall be specified by the secretary of the Union. Such remittance shall be made by the last day of the month in which the deductions are made.
- 2.2 The Union agrees to indemnify and save the Town harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Town for the purposes of complying with the provisions of the Article, including attorneys' fees and costs.
- 2.3 The obligations of the Town for funds actually deducted under this Article terminates upon the delivery of the deductions so made to the person authorized to receive such amounts from the Town. Neither any employee nor the Union shall have any claim against the Town for errors in processing of deductions unless a claim of error is made in writing

to the First Selectman or his designee within thirty (30) calendar days after the date such deductions were or should have been made.

- 2.4 The Town will give each present employee at the time this Agreement is approved by the Board of Selectmen and to each new employee at the time of hire a copy of this Agreement.
- 2.5 The Town shall permit the use of a bulletin board, located in the Fire House(s), by the Union for the posting of notices concerning Union business and activities.

**ARTICLE III**  
**MANAGEMENT RIGHTS**

- 3.0 The Town has and will continue to retain, whether exercised or not, all of the rights, powers and authority heretofore had by it and except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of the Agreement, it shall have the sole and unquestioned right, responsibility and prerogative of management of the affairs of the Town and direction of the working forces, including but not limited to the following:
  - (a) To determine the care, maintenance and operation of equipment and property used for and on behalf of the purposes of the Town.
  - (b) To establish or continue policies practices and procedures for the conduct of Town business and, from time to time, to change or abolish such policies, practices, or procedures.
  - (c) To increase, change or discontinue processes or operations or to discontinue their performance by employees.
  - (d) To select and to determine the number of types of employees required to perform the Town's operations including but not limited to the use of part-time employees and/or volunteers to supplement or fill in for full time Fire Fighters or the use of volunteers after the regularly scheduled work hours of bargaining unit members.
  - (e) To employ, transfer, promote or demote employees, or to layoff, terminate or otherwise relieve employees from duty for lack of work or the legitimate reasons when it shall be in the best interests of the Town or the department.
  - (f) To discharge or impose other disciplinary actions upon its personnel and to prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the Town.

- (g) To establish schedules for the work force including assignment of overtime and decisions as to whether or not to call back employees after the regularly scheduled work hours of unit employees.
- (h) To establish standards of productivity and performance of the work force.
- (i) To determine the content of job descriptions including minimum experience and training requirements and to insure that incidental duties connected with departmental operations, whether enumerated in job descriptions or not, shall be performed by employees, and to determine the type of examination(s) and weights assigned to various parts of the examination(s) for selection to employment.
- (j) To take all necessary actions to carry out the mission of the Town or Department in times of emergency.
- (k) The determination of the level of services to be provided;
- (l) The direction, control, training, supervision, and evaluation of employees;
- (m) The institution of technological changes;
- (n) The revising of processes, systems or equipment;
- (p) The alteration, addition, or elimination of existing methods or equipment;
- (q) The scheduling and assigning of leaves;
- (r) The scheduling and enforcement of working hours and work breaks;

The above rights, responsibilities and prerogatives are inherent in the Board of Selectmen, First Selectman or his designee by virtue of Statutory and Charter provisions.

#### **ARTICLE IV** **NONDISCRIMINATION**

- 4.0 Neither the Town nor the Union shall discriminate against any employee covered by this Agreement in a manner which would violate any applicable laws because of race, color, national origin, age, sex, handicap, religious belief, political belief, or affiliation with any labor organization. While alleged violations of this Section 4.0 may be processed through Section 10.1, Step I and Step II of the grievance procedure, said violations shall not be submitted to Step III (arbitration). Notwithstanding anything in this Agreement to the contrary, violations of this Section 4.0 shall not constitute a breach of this Agreement.
- 4.1 Whenever the male gender is used in this Agreement, it shall be construed to include equally both male and female employees.

**ARTICLE V**  
**NO STRIKE - NO LOCKOUT**

- 5.0 During the life of this Agreement, neither the Union or any officers, agents or employees will instigate, promote, sponsor, engage in or condone any strike (including sympathy strike), slowdown, concerted stoppage of work or any other intentional disruption of the operations of the Town, regardless of the reason for so doing.
- 5.1 During the term of this Agreement, the Town will not instigate a lockout over a dispute with the Union so long as there is no breach of section 5.0 of this Article.

**ARTICLE VI**  
**PROBATIONARY PERIOD**

- 6.0 All appointments to positions within the unit, including those made by promotion, shall be subject to a probationary period of one (1) year. The probationary period required represents a total cumulative service time, and days may be adjusted upward so as to properly allow for any authorized leaves of absences or other approved breaks in service. However, should any such leave of absence or break in service be greater than two (2) months, the Town may require that the entire probationary period be restarted at the time the employee returns to work. Probationary employees shall be subject to all provisions of this Agreement except that the discipline and / or discharge of an employee who is in probationary status shall not be a violation of this Agreement and or subject to the grievance and arbitration provisions provided herein.
- 6.1 As a condition of employment, Fire Fighters shall attain from the State of Connecticut the Fire Fighter II Certification prior to the completion of the probationary period.

**ARTICLE VII**  
**HOURS OF WORK AND OVERTIME**

- 7.0 The regular work week for all day shift employees in the bargaining unit shall be five (5) eight (8) hour days per week, Monday through Friday with one (1) additional hour per day as scheduled overtime.
- 7.1 Day shift unit employees who are assigned by the Town to the Niantic Department shall work weekly rotating shifts between the hours of 6:00 a.m. and 6:00 p.m.
- Day shift unit employees assigned by the Town to the Flanders Department shall not rotate shifts and such permanent shifts shall be between the hours of 6:00 a.m. and 6:00 p.m.
- 7.2 Whenever any employee is required to work in excess of forty (40) hours in any week or eight (8) hours in any day, as provided for in Section 7.0 of this Article, he shall be paid

for such overtime work at one and one half (1½) times for Fire Fighters regular rate of pay.

- 7.3 No provision of this Agreement shall be determined to prevent the Town from ordering a Fire Fighter to work overtime.
- 7.4 In the event an employee is ordered back to duty by the First Selectman or his designee, he shall be paid at time and one-half (1½) times his regular hourly base rate, multiplied by four (4) hours, or the actual number of hours of overtime work on such occasion, whichever is greater.
- 7.5 When a working fire occurs within the Town of East Lyme, all off duty unit employees shall be ordered back to duty. The Town shall award compensatory time off (at the rate of time and one-half (1½)) for a minimum of four (4) hours or the actual number of hours worked, whichever is greater. The Town reserves the right to retain unit employees for the full four (4) hours or the actual number of hours necessary to complete safe operating conditions. The Town further reserves the right to dismiss unit employees after four (4) hours if it is determined that safe operation no longer requires their attendance. Unit employees who voluntarily report to a fire scene shall not receive compensatory time prior to the request for “call back”. Furthermore, unit employees who voluntarily remain on scene following dismissal shall not continue to accrue additional compensatory time. Compensatory time shall accrue as per section 14.4 and shall be used as set forth in section 14.5. All requests for use of compensatory time shall require approval by the First Selectman or his designee.
- 7.6 Overtime work shall be distributed equally among unit employees. Overtime work shall be scheduled in accordance with the provisions set forth by the policy detailed in APPENDIX B.
- 7.6(a) If a request is made or a situation occurs that requires the scheduling of Fire Department personnel outside of normal (Section 7.0) working hours, (special events, etc.) available Bargaining Unit members shall receive first consideration. Nothing herein prevents the Town from scheduling or consideration of part-time personnel or volunteers for events.

**ARTICLE VIII**  
**NIGHT SHIFT**

- 8.0 Effective July 7, 2019, two (2) full-time firefighters will be assigned to the night shift. Manning of the night shift shall not impact the number of full-time firefighters assigned to the day shift.
- 8.1 The regular work week for firefighters assigned to the night shift shall be Sunday through Thursday with a nine (9) hour workday from 10:00 p.m. to 7:00 a.m.
- 8.2 If funding for the night shift is reduced or eliminated, the Town may, in its discretion, either:

- (a) eliminate the night shift; or
  - (b) reduce the number of full-time firefighters assigned to the night shift.
- 8.3 If the Town eliminates a night shift position (or both positions), the impacted employee(s) will be provided with ninety (90) calendar days advance written notice of layoff.

**ARTICLE IX**  
**DISCIPLINARY ACTIONS OF POST PROBATIONARY EMPLOYEES**

- 9.0 Disciplinary actions of post probationary employees shall normally be progressive and corrective in nature for just cause. However, an employee may be warned (verbal or written), suspended, demoted or dismissed for just cause at the discretion of the First Selectman or his designee when the seriousness of an offense or other relevant considerations justify such action.
- 9.1 The First Selectman or his designee shall be the authority for meting out penalties to all employees. Whenever such disciplinary action is taken, except for verbal warnings, the employee shall receive a written statement from the First Selectman or his designee stating the reason for such action and the penalty imposed. A copy shall be sent to the Union President.

**ARTICLE X**  
**GRIEVANCE PROCEDURE**

- 10.0 A grievance shall mean a complaint by an employee that there has been a violation, misinterpretation or misapplication of a specific provision(s) of this Agreement.
- 10.1 Adjustment of all grievances shall be sought as follows:

**Step 1.** The aggrieved employee, who may be represented by a Union representative, shall present in writing the grievance or dispute to the First Selectman or his designee within fifteen (15) calendar days of the date of the occurrence. The written grievance shall include a statement of the grievance and the facts involved, the alleged violation of the agreement and the remedy requested. The First Selectman or his designee shall render his decision in writing within seven (7) working days. In the absence of a First Selectman's designee, Step 1 will be considered a submission under Step 2 of the Grievance procedure. A decision by the Town, other than a denial of a grievance, must be ratified by the First Selectman or his designee.

**Step 2.** If the complainant and his representative are not satisfied with the decision rendered by the First Selectman or his designee, the employee shall within five (5) working days, but in no event longer than twenty-seven (27) days following the occurrence, of receipt of the Step 1 decision submit said written grievance to the First

Selectman or his designee. Within fifteen (15) working days after receiving such grievance, the First Selectman or his designee shall render a decision.

**Step 3.** If the matter is still unsettled, the Union may within ten (10) working days after receipt of the Step 2 decision, submit the grievance to arbitration. Notice of intention to proceed to arbitration must be given, in writing, to the First Selectman at the same time notice is given to the appropriate arbitration board or association. Arbitration shall be by the State Board of Mediation and Arbitration, except in the case of grievances involving discharges, reprimands; reductions in rank or compensation, suspensions without pay or contract language interpretation which may have a significant financial impact which may at the option of the Town by submitted to American Arbitration Association. If the Town elects to exercise this option, the Town shall bear the expense of the process.

The jurisdiction and authority of the arbitrator and his opinion and award shall be confined to the interpretation and/or application of the provision(s) of this Agreement at issue between the Union and the Town. He/she shall have no authority to add to, detract from, alter, amend, or modify any provision of this Agreement. The arbitrator shall not have jurisdiction to hear or decide more than one (1) grievance without the mutual consent of the Town and the Union. The written award of the arbitrator on the merits of any grievance adjudicated within his jurisdiction and authority shall be final and binding on the aggrieved employee, the Union, and the Town. The standard of proof in disciplinary case shall be based on a preponderance of the evidence.

- 10.2 The decision of the arbitrator shall be final and binding on the parties.
- 10.3 The time limits provided for in this Article may be extended by written agreement of the parties.
- 10.4 The number of bargaining unit employees who may be released from duty with pay in order to present grievances, under Section 10.1 of this Article shall not exceed one (1) at any one time, unless the attendance of additional witnesses is required. No Union business or meetings of Union officials shall be permitted on Town time including the processing of grievances.
- 10.5 Failure at any step to appeal shall be considered acceptance of the decision rendered.
- 10.6 The mediation services of the State Board of Mediation and Arbitration may be used prior to or after filing a grievance for arbitration provided both parties mutually agree on the desirability of this service.

## **ARTICLE XI** **VACATIONS**

- 11.0 Annual vacation leave with pay shall be earned by all employees covered by this Agreement as follows:

- (a) Employees shall earn vacation at the rate of .83 day per each full month of employment commencing at date of hire through the employee's fifth anniversary.
  - (b) Employees with more than five years to fifteen years of service shall earn vacation at the rate of 1.34 days per month = sixteen (16) days per year.
  - (c) Employees with more than fifteen to twenty years of service shall earn vacation at the rate of 1.5 days per month = eighteen (18) days per year.
  - (d) Employees with more than twenty years of service shall earn vacation at the rate of 1.67 days per month = twenty (20) days per year.
- 11.1 For the purpose of computing vacation time, the fiscal year shall be used. Normally employees must take all vacation time earned during the year following the fiscal year in which it is earned. Requests to carry over earned but unused vacation leave, not to exceed a maximum of two (2) years earned vacation into a subsequent fiscal year must be approved by the First Selectman or his designee. If carry over of vacation is authorized, this time shall normally be taken in the following fiscal year or be forfeited unless the First Selectman allows further carryover of said vacation time on year-to-year basis.
- 11.2 Employees desiring to take vacation time off from work any time during the year must notify the immediate supervisor fifteen (15) days in advance, except in emergency situations where as much advance notice as practicable shall be provided. The timing and number of days that may be taken at one time are subject to prior approval by the First Selectman or his designee (such designee shall be the Fire Chief). Whenever there is a conflict in requested vacation days, preference shall be given to employees according to seniority, the needs of the department and the activities scheduled for the time period involved. Regardless of seniority, an employee may not preempt a vacation period, which another employee has already been granted. An employee may not change or cancel a vacation period except with prior approval of First Selectman or his designee (such designee shall be the Fire Chief).
- 11.3 Vacation pay shall be given at the employee's base hourly rate pay multiplied by eight (8) hours and will not include any other forms of compensation. Pay will not be given to an employee in lieu of vacation time taken.
- 11.4 Unless an employee is terminated consistent with the terms of this Agreement, he shall be entitled to vacation pay as defined in Section 11.3 above for any unused vacation accrued up to a maximum of two (2) years earned vacation or thirty (30) days whichever is less upon his resignation or retirement from the Town provided three (3) weeks written notice is given by the employee to the First Selectman or his designee. In the event of the employee's death, such payment shall be made to his dependent survivor or his estate if there is no dependent survivor provided the estate is a member of the immediate family.

- 11.5 In the event of illness during an employee's vacation period, the employee shall be charged with vacation time and not sick time. When a holiday occurs during a regular vacation, said Holiday shall not be charged against the employee's vacation time.
- 11.6 Vacation may be taken in no less than half day increment.

**ARTICLE XII**  
**SICK LEAVE**

- 12.0 Full time Fire Fighters/Drivers shall be granted sick leave with pay for personal illness or injury, except where directly connected to employment by an employer other than the Town.
- (a) Employees who have less than five years of service shall receive .83 days per month. Employees, upon completion of ninety (90) days, shall be eligible for sick leave figured from their date of employment.
- (b) Employees with more than five years but less than ten years of service shall receive 1.00 days per month.
- (c) Employees with more than ten years of service shall receive 1.25 days per month.
- 12.1 The maximum amount of sick leave an employee may accumulate is two hundred (200) days. Once an Employee has attained the maximum sick leave allowance, he will cease to accrue further sick leave until his balance falls below two hundred (200) days. Forfeited sick leave will not be reinstated.
- 12.1a. **Sick Leave Incentive.** In recognition of excellent attendance, an employee shall earn one (1) Paid personal day for each calendar quarter in which there has been no sick leave usage, to a maximum of four (4) days in one calendar year. A period perfect attendance may include vacation, personal and holiday leave, but not incidences of tardiness or other leaves of absence. Any personal day earned shall be taken in the fiscal year or, if earned in the fourth quarter, no later than ninety (90) days after it is earned or the day shall be forfeited. Sick leave incentive days may be taken in no less than one-half (½) day increments.
- 12.2 Sick leave pay is at the employee's base rate excluding any other forms of compensation. A full day of sick leave shall be computed at such employee's base hourly rate multiplied by eight (8) hours.
- 12.3 An acceptable medical certificate signed by a licensed physician whose method of healing is recognized by the State of Connecticut may be required at the discretion of the First

Selectman or his designee of an employee to substantiate a request for sick leave for the following reasons:

- (a) For any period of absence in excess of three (3) consecutive working days;
- (b) For leaves of any duration, if absences from duty occur frequently or habitually, or the employee has a pattern of absenteeism;
- (c) When evidence indicates reasonable cause for requiring such form;
- (d) The First Selectman or his designee may make provisions for a physician other than the employee's family doctor to make a further examination.

Such medical certificate must be from the licensed physician who treated the employee for the condition that caused the employee's absence.

12.4 Sick leave shall be charged in no less than one half-day(1/2) increment.

12.5 Upon retirement from the Town, in accordance with the provisions of the Town Pension Plan, provided proper notice has been given, employees with ten (10) years but less than twenty (20) years of service shall be entitled to forty percent (40%) of the balance of accrued sick leave, to a maximum of fifty (50) days. Upon retirement from the Town, in accordance with the provisions of the Town Pension Plan, provided proper notice has been given, employees with twenty (20) years of service shall be entitled to fifty percent (50%) of the balance of accrued sick leave, to a maximum of sixty two and one half (62.5) days. Employees retiring or terminating, other than for cause, with twenty-five years or more of continuous service will not receive pay in lieu of sick leave nor will payment be made for unused sick leave to a retiring or terminating employee except fifty percent (50%) payment accumulated sick leave up to a maximum of one hundred (100) days shall be paid at current base rate. The employee may elect to apply sick leave days for retirement in Section 12.6.

12.6 Upon retirement, an employee will be given an additional percentage above and beyond his actual service time retirement benefit, for unused sick leave, as follows:

<u>Number of Days Exchanged</u>	<u>Percent</u>
100	1%
150	2%
200	3%

**ARTICLE XIII**  
**LEAVE PROVISIONS**

- 13.0 **Funeral Leave** - Employees are allowed up to five (5) days leave per funeral for spouse, child, parent (in-law), sibling (in-law), grandchildren, grandparent, and, at the discretion of the First Selectman or his designee (such designee shall be the Fire Chief), up to one day for attendance at a funeral other than those mentioned, may be granted. Pay during funeral leave will be at the employee's regular rate.
- 13.1 Two (2) Union members designated by the Union shall be permitted time off with pay to attend negotiations sessions with the Town if such negotiation sessions are held within regularly scheduled working hours. One (1) member 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 member is scheduled to be working. The Union shall provide the Town with the name of the individual who will be representing the Union grievance committee.
- (a) Not more than two (2) members of the Union, per day, may be granted leave from duty with full pay for Union business, such as attending labor conventions and educational conferences, provided that the total leave for the bargaining unit, under this Section, shall not exceed five (5) working days in any fiscal year. All such leaves shall be requested at least one (1) week in advance of the leave whenever possible and are subject to approval by the First Selectman or his designee.
- 13.2 (a) An employee required to report for jury duty shall receive the difference between his regular base pay and that he receives for jury duty, for a maximum of four (4) weeks. The Town reserves the right to request exclusion for that employee from jury service.
- (b) **Court Leave.** An employee subpoenaed to serve as a witness in a civil, criminal, or administrative trial, concerning a matter arising out of or within the scope of the employee's employment, shall be entitled to leave with pay from regularly scheduled hours of work for the time spent in such service. For each hour of such leave taken, the employee will be compensated by the Town in an amount equal to his straight time rate of pay less the amount received, if any, by the employee from the government or other party. An employee, who reports for such service and is excused there from, shall immediately contact his immediate supervisor and stand ready to report for work, if requested. In order to be paid by the Town for such leave, the employee must submit, if requested, written proof of having served, the duration of such service, and the amount of compensation received for such service.
- 13.3 **Personal Days** - After one (1) full calendar year of employment with the Town in a bargaining unit position covered by this Agreement, an employee shall be credited with four (4) days on July 1<sup>st</sup> per contract year. Personal time shall be taken in four (4) or eight (8) hour increments and compensatory time may also be taken in four (4) or eight (8) hour increments as long as shift coverage is scheduled.

Employees who commence work for the Town after July 1<sup>st</sup> of any contract year, shall be credited with up to one (1) day of personal leave for every three (3) full calendar months worked until either: (a) July 1<sup>st</sup>; or (b) he/she has been credited with four (4) personal days, whichever occurs first.

- 13.4 Pay for leave provisions within this Article shall be computed at such employee's base hourly rate multiplied by the hours of leave to a maximum of eight (8) hours. Employees shall receive approval in advance for said leave and shall provide the First Selectman or his designee (such designee shall be the Fire Chief) with as much advance notice as is practical prior to requesting time off.
- 13.5 Employees entering the Armed Forces of the United States, pursuant to the Provisions of the Universal Military Training and Service Act, as amended by the Military Selective Service Act of 1967, and as further amended by the Uniform Services Employment and Reemployment Act (and as may be hereafter amended) shall be granted all rights and privileges provided by law. During required annual training, the employee shall be paid the difference, if any, between his / her regular base pay and military base pay.
- 13.6 **Scheduled Time Off** - In the event an employee has scheduled four (4) hours of approved leave and is unable to use such time due to an emergency call which requires the employee to remain at work, the employee shall respond to the call.

The employee will either: (1) work the entire four (4) hours and reschedule the time off; or (2) if the emergency requires the employee for less than four (4) hours, with the approval of the First Selectman or his designee, the employee shall work the time needed due to the emergency and take the remainder of the four (4) hours off.

The employee will be paid his regular rate of remuneration for the time worked and shall use his leave time for the remainder of the four (4) hours. The leave time not used due to the emergency shall remain available for use by the employee in accordance with the applicable terms set forth herein.

#### **ARTICLE XIV** **HOLIDAYS**

- 14.0 Fire Fighters shall receive eight (8) hours' pay at their base rate for each full day holidays listed in this Section and four (4) hours' pay at their base rate for the one half (½) day holiday listed in this Section.

New Year's Day	Labor Day
Martin Luther King Day (observed)	Columbus Day (observed)
President's Day	Veteran's Day (observed)
Floating Holiday	Thanksgiving Day
Good Friday	Thanksgiving Friday
Memorial Day (observed)	Christmas Day

Independence Day (observed)                      Christmas Eve (1/2)

Floating Holidays: The First Selectman will make every effort to designate the Floating Holiday on or before July 1<sup>st</sup> of the fiscal year.

- 14.1 Whenever any of the holidays set forth under Article XIV, Section 14.0 occurs while an employee is out on paid sick leave, the holiday will not be charged to his accrued sick time.
- 14.2 Whenever any of these holidays shall occur during the paid vacation of an employee, he shall be charged with the holiday and the time will not be charged as a vacation day.
- 14.3 Employees who are assigned or choose to work on a holiday shall receive compensation in one of the following manners:
  - (a) In the event the employee elects to be paid for working on the holiday, he shall receive two and one-half (2½) times his base rate of pay for an eight (8) hour day or four (4) hour day as the case may be.

OR

- (b) In the event the employee elects to receive compensatory time off for working on the holiday, he shall receive one and one-half (1½) times his base rate of pay for an eight hour day or four hour day as the case may be, and one eight hour compensatory day paid at his regular base rate or four hour compensatory day paid at his regular base rate as the case may be.
- 14.4 Compensatory time may be accrued to a maximum of two hundred (200) hours. For all compensatory hours beyond two hundred (200) hours, the Town shall pay the individual for such hours until the number of accrued hours falls below two hundred (200) compensatory time hours.
- 14.5 Fire Fighters shall request approval of the First Selectman for the use of compensatory days and approved compensatory days shall be used in accordance with State and Federal wage and hour laws.
- 14.6 Holidays which fall on a Saturday shall be celebrated on the preceding Friday and holidays which fall on Sundays shall be celebrated on the following Monday.

**ARTICLE XV**  
**INSURANCE**

- 15.0 A. Effective July 1, 2019, the Town shall offer the following health insurance, dental insurance and waiver of coverage during the term of this Agreement:

- a. The Connecticut State Partnership Plan (as administered by United HealthCare) and the prescription drug plan offered through the Connecticut State Partnership Plan (as administered by CVS Caremark) with the benefits outlined in the attached (See Appendix B “Partnership 2.0 Benefit Summary - Medical”), provided, if the plan design changes during the period of time that the Town is a participating member, the new plan design will be adopted).
- b. Within eighteen (18) months of joining the plan, all employees and dependents must meet the minimum requirements of the Connecticut State Partnership’s Health Enhancement Program (“HEP”), as outlined in the attached (See Appendix C “Partnership 2.0 Benefit Summary - HEP”).
- c. As set forth in the Connecticut State Partnership Plan, employees who do not meet the minimum HEP requirements will be subject to deductibles of three hundred fifty dollars (\$350.00) for individual or one thousand four hundred dollars (\$1,400.00) for family coverage, as well as an additional one hundred dollars (\$100.00) in premium payments per calendar month.
- d. The carrier network for the plan will be the Oxford Freedom network for providers in Connecticut, New York and New Jersey, and the United HealthCare Choice Plus network for carriers in all other states.
- e. In the event that the State imposes additional fees or increases the Town’s cost of the premium at the end of any contract year that the plan has been adopted, enrolled employees shall pay a percentage of such increase(s) based upon the employee’s premium share contribution as set forth above.

In the event that the Town decides to discontinue participating in the State Partnership Plan during the term of this Agreement or upon expiration of this Agreement, the co-pays, deductibles, co-insurance maximums, out of pocket maximums and prescription costs under the State Partnership Plan shall not be considered the baseline for negotiating subsequent plan(s). Additionally, at any time during the term of this Agreement, the Union may discontinue participation in the State Partnership Plan and substitute the UPFFA Sponsored Trust, provided the Town’s total cost toward the Trust shall be no greater than the Town’s total cost toward the State Partnership Plan.

B. The cost share of the health and dental plan shall be as follows:

July 1, 2019	18.5%
July 1, 2020	18.5%
July 1, 2021	18.5%

Employee payment shall be made through a payroll deduction, which shall be done by the adoption of an Internal Revenue Code Section 125 pre-tax premium conversion account so that health insurance contributions may be made from pre-

tax dollars.

Annually, upon request by the Union President, the renewal rates for health insurance shall be provided within a reasonable period of time of the request to the Union President.

- C. **WAIVER OF COVERAGE OPTION.** Employees may voluntarily elect to waive, in writing all medical insurance coverage outlined above. Payment to those employees waiving such coverage shall be in July of each year for the previous year, in the amount set forth below:

**Number of Eligible employees who elect to waive:**

<b><u>2 or less</u></b>	<b><u>3 or more</u></b>
\$2,000.00	\$3,000.00

Where a change in an employee's status prompts the employee to resume Town provided insurance coverage, the written waiver may, upon written notice to the Town be revoked. Employees electing this option shall be able to change their options on July 1<sup>st</sup>, for any reason, and not more than one time during each fiscal year, if there has been a significant change in the employee's circumstances, such as divorce, death of a spouse, etc., which warrants such change in option.

Upon receipt of revocation of the waiver, insurance coverage shall be reinstated as soon as possible; subject, however, to any restriction, including waiting periods, which may be proscribed by the appropriate insurance carriers. Depending upon the effective date of reinstated coverage, appropriate financial adjustments shall be made between the employee and the Town to ensure that the employee has been compensated, but not overcompensated, for any waiver elected in this section.

Notice of intention to waive insurance coverage must be sent to the Town not later than May 1<sup>st</sup>, to be effective on July 1<sup>st</sup> of each contract year. The election waiver coverage shall only be approved after the employee has provided the Town with proof of alternative insurance coverage. Waiver of coverage procedures must be acceptable to the applicable insurance carrier.

The Town shall provide to all bargaining unit employees and their enrolled dependents dental insurance. The benefits and carrier of said plan shall be determined by the Town.

- 15.1 The Town shall provide and pay for each employee a fifty thousand dollar (\$50,000.00) term life insurance policy and a fifty thousand dollar (\$50,000.00) accidental death and dismemberment policy.

- 15.2 The Town shall have the right to change current insurance carriers, health plan(s) or self-insure for all of or for some of the aforementioned insurance, if service, administration and benefits remain comparable to or are better, provided that the substitute benefits are comparable to or better than the benefits in this Agreement on an overall plan benefit basis.
- 15.3 Upon the retirement of a full-time firefighter, the health benefits entitlement for the retired firefighter (retiree) and his/her spouse (who is the spouse of such retiree at the time of such retiree's retirement and who remains as the retiree's spouse) (spouse), shall continue until such time that the retiree and/or spouse becomes eligible for Medicare or age 65, which is earlier, with fifty percent (50%) of the current applicable rate being paid by the retiree.
- 15.4 The Town shall provide full-time Fire Fighters with Long Term Disability (LTD) insurance, which shall be administered in accordance with the Plan. All disputes involving interpretation or application of the Plan to participants between the Town and the Union, or employee(s) shall be resolved in accordance with the procedures specified in the Plan or by applicable law and shall not be subject to arbitration under this Agreement.

**ARTICLE XVI**  
**PENSION PLAN**

- 16.0 Pension rights are defined in the Town Pension Plan and shall continue for the duration of this contract.
- Firefighters in the Town Pension Plan shall contribute six percent (6.0%) of total regular and overtime pay to the Town Pension Plan.
  - Effective July 1, 2020, firefighters in the Town Pension Plan shall contribute six and one-quarter percent (6.25%) of total regular and overtime pay to the Town Pension Plan.
  - Effective July 1, 2021, firefighters in the Town Pension Plan shall contribute six and one-half percent (6.5%) of total regular and overtime pay to the Town Pension Plan.
  - Total earnings for the purpose of obtaining Final Average Earnings (FAE) shall include up to twenty thousand dollars (\$20,000.00) of overtime income annually.
  - Effective July 1, 2020, total earnings for the purpose of obtaining Final Average Earnings (FAE) shall include up to twenty-one thousand dollars (\$21,000.00) of overtime income annually.

- Effective July 1, 2021, total earnings for the purpose of obtaining Final Average Earnings (FAE) shall include up to twenty-two thousand dollars (\$22,000.00) of overtime income annually.

- 16.1 The normal retirement will be at age fifty (50) with twenty five (25) years of continuous service as a full time East Lyme Fire Fighter.
- 16.2 The Town of East Lyme provides a defined benefit retirement program. Employees become vested after five (5) years of continuous, full-time service to the Town. The Town of East Lyme provides a Governmental 401(a) Defined Contribution (DC) Plan for new employees effective July 1, 2002.

The Town will make a contribution to the employee's 401(a) DC Plan equal to five and one-half percent (5.5%) of the employee's regular pay. Effective July 1, 2020, the Town will make a contribution to the employee's 401(a) DC Plan equal to six percent (6%) of the employee's regular pay.

The Town will make an additional contribution (not to exceed two percent (2%) of regular pay) to the 401(a) DC Plan of one-half the amount that the employee contributes from payroll to the 401(a) DC Plan, except as stated below:

1. For employees with five (5) years continuous service the Town will make an additional contribution (not to exceed percent (3%) of regular pay) to the 401(a) DC Plan of one-half the amount that the employee contributes from payroll to the 401(a) DC Plan.
  - Effective July 1, 2020, for employees with five (5) years continuous service the Town will make an additional contribution (not to exceed four percent (4%) of regular pay) to the 401(a) DC Plan of one-half the amount that the employee contributes from payroll to the 401(a) DC Plan.
2. For employees with ten (10) years continuous service the Town will make an additional contribution (not to exceed four percent (4%) of regular pay) to the 401(a) DC Plan of one-half the amount that the employee contributes from payroll to the 401(a) DC Plan.
  - Effective July 1, 2020, for employees with ten (10) years continuous service the Town will make an additional contribution (not to exceed five percent (5%) of regular pay) to the 401(a) DC Plan of one-half the amount that the employee contributes from payroll to the 401(a) DC Plan.

For the Town of East Lyme contribution to the 401(a) DC Plan the employee becomes twenty percent (20%) vested with one year of continuous, full-time service in the 401(a) DC Plan with additional vesting of twenty percent (20%) each year to become fully vested (100%) at five (5) years of continuous, full-time service in the Plan.

For the employee contribution, the employee is fully one hundred percent (100%) vested at the time of contribution.

- 16.3 A Cost of Living Adjustment (COLA) of one percent (1%) per annum shall commence one year after retirement and shall continue for the remainder of the retiree's natural life.

**ARTICLE VXII**  
**SAFETY, HEALTH AND MISCELLANEOUS**

- 17.0 Annually, at the request of the First Selectman, each employee must have a physical examination by a physician of the Town's choice as well as receive medical clearance in the manner prescribed by OSHA for the use of self-contained breathing devices. The results of the examination and report will be made available to the employee and the Town. An employee shall not be compensated for time spent at the annual physical examination.

- 17.1 The Town in its sole discretion shall determine the safety equipment to be used and the uniforms and turn out gear to be supplied. In each fiscal year, each employee shall receive a clothing allowance of seven hundred fifty dollars (\$750.00) for the purpose of requisitioning the prescribed uniforms needed by the employees with payment as taxable income annually by September 15<sup>th</sup> or as reimbursable business expense. Each member shall inform the Finance Office in writing by July 1<sup>st</sup> each year of which option the member chooses to use.

Additionally, in each year of the contract, employees shall receive a one hundred fifty dollar (\$150.00) safety shoe allowance.

For the July 1, 2019 through June 30, 2020 contract year, such safety shoe allowance payment shall be made within two (2) weeks of approval of the contract by the Board of Selectmen.

For each subsequent contract year, such safety shoe allowance payment shall be made by September 15<sup>th</sup>.

The language set forth herein regarding taxable income for the clothing allowance shall also apply to the safety shoe allowance.

- 17.2 Employees shall be required to wear or utilize safety equipment as specified by the Town or be subject to disciplinary action.
- 17.3 All incidents of personal or vehicular accidents shall be reported to the employee's immediate supervisor as soon as possible after the accident. Accident reports of the incident shall be filed as soon after the accident as possible.

- 17.4 Fire Fighters shall not smoke while on duty.
- 17.5 Termination of employment as a result of medical inability to perform their required duties shall not be considered a disciplinary act and such action shall not be subject to the grievance procedure.

**ARTICLE XVIII**  
**MISCELLANEOUS**

- 18.0 As a condition of continued employment, Fire Fighters shall license, hold and maintain a valid Class 2 Motor Vehicle license, hold and maintain a State Emergency Medical Technicians certificate and State Fire Fighter II certification.
- 18.1 The Town reserves the right and prerogative to unilaterally adopt and enforce work rules and to amend said work rules from time to time, provided the same are not specifically abridged by this Agreement.
- 18.2 If an employee is required or permitted to attend an educational function outside of his scheduled working hours, he shall be compensated in accordance with Article 8.
- 18.3 Effective in the first payroll period after January 1, 2020, all bargaining unit employees shall be paid via direct deposit. Accordingly, all remuneration owed to employees shall be paid via direct deposit. Bargaining unit employees shall complete necessary documentation in order for the Town to implement direct deposit.

**ARTICLE XIX**  
**WAGES**

- 19.0 The wages for all employees shall be in accordance with Appendix A, attached hereto.
- 19.1 Longevity pay shall be considered as added compensation to employees. The payment schedule includes two hundred fifty dollars (\$250.00) for State Mandated EMT Certifications.
- (a) Five (5) years up to nine (9) years of service, Fire Fighters shall receive four hundred fifty dollars (\$450.00) annually.
  - (b) Ten (10) years up to fourteen (14) years of service, Fire Fighters shall receive six hundred dollars (\$600.00) annually.
  - (c) Fifteen (15) years up to nineteen (19) years of service, Fire Fighters shall receive seven hundred fifty dollars (\$750.00) annually.

- (d) Twenty (20) years up to twenty-four years of service, Fire Fighters shall receive nine hundred fifty dollars (\$950.00) annually.
  - (e) Twenty-five (25) years or over of service, Fire Fighters shall receive one thousand fifty dollars (\$1,050.00) annually.
- 19.2 Such longevity payments shall be paid annually to the Fire Fighter within thirty (30) days of the anniversary month of hire.
- 19.3 Employees who leave the Fire Department (in good standing) for any reason shall receive a prorated amount of longevity pay to which the employee would be entitled on his next anniversary date.

**ARTICLE XX**  
**INJURY LEAVE**

- 20.0 In the event of injury to an employee in the performance of his duties compensable under the Workers' Compensation Act, he shall be entitled to injury leave from the date of injury until such time as: (1) the workers' compensation temporary total or temporary partial disability benefits cease; or (2) he reaches the point of maximum medical improvement; (3) or he returns to work (full duty), whichever comes first.
- (a) The unit employee shall have the option of using earned sick leave and vacation to fund the difference between the unit employee's average weekly pay (as determined by a fifty-two (52) week average prior to the date of injury) and workers' compensation benefits. Such use shall be charged to the employee's sick leave and/or vacation. Differential pay shall end upon exhaustion of all of the employee's accrued sick leave and vacation. The parties understand and agree that the differential pay shall be subject to applicable state and federal taxes.
  - (b) At the sole discretion of the First Selectman, an employee may use future sick leave and/or vacation earnings to fund the difference between the unit employee's average weekly pay and workers' compensation benefits. Such use shall not exceed a total of fifteen (15) unearned days. Used but unearned days shall be repaid to the Town upon return to work at a rate of up to one (1) day per month. If an employee does not return to work or leaves employment with the Town prior to repayment of such used leave the Town shall withhold from pay due the employee eight (8) hours pay for each leave day owed the Town.
  - (c) Upon request to the Finance Office an employee may receive a check per pay period from the Town for the amount of expected workers' compensation to be reimbursed with funds received from workers' compensation insurance or for the amount of average weekly pay if the employee chooses to use available earned sick/vacation time. The employee shall make arrangements with the Finance Office for deductions of health plan payments, dues, etc.

**ARTICLE XXI**  
**SENIORITY**

- 21.0 The seniority rights of all members of the bargaining unit shall be based upon the length of full time paid service as a full time Fire Fighter/Driver for the Town of East Lyme and shall be determined from the day each member or members were officially hired by the Town of East Lyme as a full time Fire Fighter/Driver.

**ARTICLE XXII**  
**PROPERTY REPLACEMENT**

- 22.0 Watches/jewelry (up to a maximum of thirty-five dollars (\$35.00)) eyeglasses, contact lenses and dentures damaged in the line of duty will be repaired or replaced by the Town provided such loss is reported to the Town within seventy-two (72) hours.

**ARTICLE XXIII**  
**ENTIRE AGREEMENT**

- 23.0 This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and together with any letters of understanding executed concurrently (or after) with this Agreement constitutes the complete and entire Agreement between the parties, and concludes collective bargaining for its term.

**ARTICLE XXIV**  
**SAVINGS CLAUSE**

- 24.0 Should any Article, Section or portion thereof, of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction such decision of the court shall apply only to the specific Article, Section or portion thereof directly specified in the decision; upon issuance of such decision, the parties agree, where applicable, to negotiate a substitute for the invalidated Article, Section or portion thereof.

**ARTICLE XXV**  
**DURATION**

- 25.0 This Agreement shall be effective as of the 1<sup>st</sup> day of July, 2019 and shall remain in full force and effect through the 30<sup>th</sup> day of June, 2022. Successor Agreements and interim bargaining shall be negotiated in accordance with applicable State Statutes.

The parties agree that in the event that the total cost of a group health plan or plans offered by the Town to bargaining unit employees represented by the Union meets the thresholds that would trigger an excise tax under the Internal Revenue Code Section 4980I, the parties agree to meet for the sole purpose of negotiating over health insurance. In the event that the parties cannot reach an agreement over health insurance under this provision, the issue will be submitted to interest arbitration.

**SIGNATURE PAGE**

IN WITNESS WHEREOF, the parties have set their hands this \_\_\_\_ day of \_\_\_\_\_,  
2019.

FOR THE TOWN OF EAST LYME

---

MARK NICKERSON, FIRST SELECTMAN

FOR LOCAL 3377 OF  
INTERNATIONAL ASSOCIATION OF  
FIRE FIGHTERS, AFL-CIO

---

DAVID P. CONNOLLY  
PRESIDENT

**APPENDIX A – WAGE SCALE**

**Effective retroactive with the first full payroll period in July of 2019:**

**2.25%**

Probationary Fire Fighter/Driver.....	\$26.36
Step 1 (years 2-5) .....	\$28.91
Step 2 (upon completion of five (5) years of service).....	\$31.48

**Effective with the first full payroll period in July of 2020:**

**2.50%**

Probationary Fire Fighter/Driver.....	\$27.01
Step 1 (years 2-5) .....	\$29.63
Step 2 (upon completion of five (5) years of service).....	\$32.26

**Effective with the first full payroll period in July of 2021:**

**2.25%**

Probationary Fire Fighter/Driver.....	\$27.62
Step 1 (years 2-5) .....	\$30.30
Step 2 (upon completion of five (5) years of service).....	\$32.99

In each year of the contract, firefighters working on the night shift shall be paid a fifty cent (\$.50) per hour shift differential.

Whenever a night shift bargaining unit employee is absent due to approved leave time, shift coverage shall first be offered to day shift bargaining unit employees. If no day shift bargaining unit employee is available to fill the shift, a part-time employee may be offered the shift.

## **APPENDIX B** **OVERTIME POLICY**

To ensure the equal distribution of overtime, a list shall be utilized. The list shall be in the form of a password protected file placed on the Fire Department Computer Network. Each Chief and Union Officer shall have access to this file. The initial list shall utilize the seniority list of the bargaining unit members as of July 1, 2010. Future bargaining unit members shall be added to the bottom of the list upon appointment. Whenever a bargaining unit member is contacted for overtime, the member will be called on the primary number he/she provided to the Town. If the member does not respond, he/she will be contacted via text message.

### **Scheduled Overtime**

When overtime arises, the member on the top of the list shall be called to fill the shift first. If the member on top of the list declines or is not able to be contacted, he shall remain on top of the list. The next person on the list shall be called. This process will be repeated until the shift is filled. Once the shift is filled, the members name filling the shift shall be moved to the bottom of the list. Scheduled overtime shall be assigned when the monthly schedule is prepared.

### **Unanticipated Overtime**

If an unanticipated shift is needed to be filled due to an illness or the necessity for additional personnel, the following procedure shall be utilized: Using the same list as is used for Scheduled Overtime, the member on top of the list shall be called (and, if necessary, texted, as set forth above) and given fifteen (15) minutes to respond. If the member accepts the shift, their name shall be moved to the bottom of the list. If the member refuses the shift or fails to respond within fifteen (15) minutes, the next member shall be called. This process will continue until the shift is filled.

### **Working Fires**

The procedure for call back for Working Fires is specified in Section 7.5 of the bargaining agreement, and shall be utilized for this purpose.

### **Mandatory Overtime**

In the event the overtime list is exhausted without filling a shift, the first member contacted shall be subject to being ordered back in accordance with Section 7.3 of the bargaining agreement. If a member is found to have intentionally ignored a call to be ordered back, after first being offered a shift, his name shall be moved to the bottom of the list. In the event of an on duty bargaining unit member is required for continuous service past the completion of his work shift (due to an emergency), their position shall not be affected.

### **Eligibility**

In order for a bargaining unit member to be eligible to fill a shift in question, they must be qualified on the apparatus at the station where the overtime shift is being offered. Qualifications shall be at the discretion of the Chief of the respective department.

### **Qualifications**

- 1) In order to be considered for overtime, members shall be qualified on apparatus as recommended by the Chief of the station the overtime is at.
- 2) Training requirements for said station shall be at the discretion of the Chief of the station.
- 3) Training shall be made available while on duty, provided adequate coverage is provided for normal station coverage.
- 4) Bargaining unit members shall not be eligible for overtime shifts at stations where they lack driver qualifications.

**APPENDIX C**  
**MEMORANDUM OF UNDERSTANDING**

If any Article, Section or Subsection herein, where a reference is made regarding the “First Selectman or his (supervisory) designee”, such designee shall not be the Emergency Management Director or Fire Marshal.

\_\_\_\_\_  
David P. Connolly, For the Union

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mark Nickerson, For the Town

\_\_\_\_\_  
Date