

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

July 1, 2023 - June 30, 2025

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

ARTICLE 1 - RECOGNITION

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

ARTICLE 2 - UNION SECURITY

Section 2.1 Any present or future employee who is not a member of the Union may voluntarily pay the Union a monthly service charge as a contribution toward the administration of this Agreement. Payment of such a service charge or union dues is not required as a condition of employment with the Town.

Section 2.2 The Director of Finance, or his designee, for the Town of Manchester is authorized to deduct once-a-month dues and assessments in an amount certified to be current by the Treasurer of this Local from the pay of those employees who individually authorize the Town, in writing, that such deductions be made. An employee may revoke his or her authorization to deduct union dues or service charges by giving notice to the Union and the Town. Upon notice of revocation, the Town will cease all deductions pursuant to the revocation.

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

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

Section 2.5 Long/short term disability payroll slot: The Town will provide to Local 1579 of the IAFF a single payroll deduction opportunity for the purpose of payroll deductions for a supplemental life, disability and health insurance program to be selected by Local 1579. The payroll deduction opportunity will be available solely for the purpose of this supplemental program. Local 1579 will be solely responsible for the selection of the insurance provider and or agents, and will indemnify and hold the Town harmless from any and all causes of action, damages and liability, direct or indirect, resulting from the selection of the insurance provider or from the payroll deduction program. The Town will not be responsible for any cost associated with this payroll slot now or in the future.

ARTICLE 3 - SENIORITY

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 4 - DISCIPLINARY ACTION

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

receiving such appeal, said Fire Chief and/or the Assistant Fire Chief shall arrange to and shall meet with the Union's Grievance Committee for the purpose of attempting to resolve this dispute.

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

Section 4.3 If such Committee is dissatisfied with the results of such meeting, it may, no later than ten (10) days thereafter, submit such dispute to arbitration by the Connecticut State Board of Mediation and Arbitration, which Board shall hear the dispute and render a decision which shall be final and binding on all parties. Said Board of Mediation and Arbitration shall have the power to uphold the action of the Town or to rescind or modify such action, and such power shall include, but shall not be limited to, the right to reinstate a suspended or discharged employee with full back pay.

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

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

ARTICLE 5 - GRIEVANCE PROCEDURE

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

- (a) Within ten (10) days the Union shall submit such grievance in writing, on the standard form provided, to the Fire Chief or the Assistant Fire Chief of the Fire Department, setting forth the nature of the grievance and the facts involved, the alleged violation of the Agreement and the remedy requested. Within ten (10) days after said Fire Chief or the Assistant Fire Chief receives such grievance, he shall meet with the representatives of the Union, for the purpose of adjusting or resolving such grievance.

- (b) If such grievance is not resolved to the satisfaction of the Union by the Fire Chief or the Assistant Fire Chief within ten (10) days after such meeting, the Union may present such grievance in writing within ten (10) days thereafter to the Town Manager. Within ten (10) days after said Town Manager receives

such grievance, he shall arrange to and shall meet with the representatives of the Union for the purpose of adjusting or resolving such grievance.

- (c) If such grievance is not resolved to the satisfaction of the Union by the Town Manager within ten (10) days after such meeting, the Union may, within ten (10) days thereafter, submit the dispute to arbitration by the Connecticut Board of Mediation and Arbitration. The arbitrator shall be limited to the expressed terms of the Contract and shall not have the power to modify, amend or delete any terms or provisions of the Agreement. However, the decision of the arbitrator shall be final and binding on both parties.
- (d) For the purpose of clarification, all days in this Article shall be normal Town business days.
- (e) Time periods specified in this Article can be waived by mutual consent of all parties, on a case by case basis.

ARTICLE 6 - UNION BUSINESS LEAVE

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

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

Section 6.3 **Union Business Leave - Chargeable:** Such officers and members of the Union, as may be designated by the Union, shall be granted leave from duty with full pay for Union business such as attending labor conventions, line of duty funeral details, association meetings and educational conferences provided that the total leave for all the purposes set forth in this Section shall not exceed 300 hours in any fiscal year and shall be subject to approval of the Fire Chief for scheduling purposes.

ARTICLE 7 - STAFFING

Section 7.1 **Staffing:** In order to protect the health and safety of the employees in the bargaining unit, there shall be a minimum of twenty-four (24) assigned positions comprised of Battalion Chief, Fire Lieutenants, Firefighters, Firefighter-Paramedics (duty strength) on duty, with a minimum of four (4) of the twenty-four (24) being Firefighters with Paramedic Responsibilities. Notwithstanding the above, the Department in its sole discretion may if it

deems necessary reduce shift strengths mentioned herein between 18:00 and 08:00 (“Nights”) to a minimum of twenty-three (23) assigned positions comprised of a Battalion Chief, Fire Lieutenants, Firefighters, Firefighter-Paramedics. If such a determination is made, the Fire Chief or his designee shall meet with the Union prior to taking such action. Such action shall not result in the laying off of existing personnel. The number of Lieutenants assigned to a shift shall be at the sole discretion of the Fire Chief, or his designee, and shall be defined in the form of a policy statement. Prior to any change in minimum Lieutenant strength policy, the Fire Chief, or his designee, shall meet and confer with the Union.

Day Shift Staffing: Shall consist of two (2) Battalion Chiefs, One (1) Battalion Chief of EMS Training and Battalion Chief of Fire Training. Day Shift Battalion Shifts time off through Vacation or Sick will not be filled to maintain daily operations.

The increase in minimum staffing will be effective March 1, 2024 in response to the merger of the South Fire Manchester District and Eighth Utilities District.

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

It is understood that there may be situations where there will not be twenty-four (24) duty strength in Town during an assigned shift and/or assigned to apparatus in the exact numbers mentioned herein. Examples of these situations include, but are not limited to, mutual-aid, training and staff retrieval. When these situations occur for an extended period of time the Fire Chief, or his designee, may consider making staffing enhancements to cover the Town.

In cases of training which occurs outside of the borders of the Town, employees shall, if necessary, be hired on an overtime basis to ensure a minimum staffing level of twenty-one (21) Firefighters on duty strength when the minimum duty strength is twenty-three (23).

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

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

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

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

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

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

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

Section 7.4 In cases of mutual aid response and commitment of on-duty resources for an extended period, as determined by the Fire Chief or his designee, regardless of the jurisdiction to which such aid is being provided, the Fire Chief, or his designee, shall make staffing enhancements to maintain minimum staffing as established in Section 7.1 herein.

ARTICLE 8 - WORKWEEK

Section 8.1 Workweek: The workweek of all employees who perform regular firefighting duties, including employees regularly assigned as Shift Commanders, shall be an average forty-two (42) hours. The schedule shall consist of 24-hour shifts with a rotation of one (1) shift ON, two (2) shifts OFF, one (1) shift ON, four (4) shifts OFF. A 24-hour shift consists of a ten (10) hour day from 8:00 am to 6:00 pm and a fourteen (14) hour night from 6: 00 pm to 8: 00 am. A workweek starts on Sunday morning and ends with Saturday night.

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

Support Services Officers, the Master Mechanic, and personnel assigned to the Fire Marshal's Office shall normally work forty (40) hours per week, Monday through Friday. These employees may be authorized, under special circumstances, to work a modified day, partial day or week schedule including a week consisting of four (4) ten (10) hour days, to accommodate the needs of their programs and assignments, or to accommodate a personal need which occurs on a normal business day. The Fire Chief or his designee may authorize such requests case by case. Schedule modifications must be approved by the Fire Chief or his designee and ensure that at least one (1) fully-qualified person assigned to the Fire Marshal's Office shall be on duty at all times during the normal Monday through Friday workweek.

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

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

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

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

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

Section 8.3 No more than eight (8) line personnel, including any combination of Firefighter/EMTs, Firefighter/Paramedics and Lieutenants using personal time off in the form of vacation, banked holiday or banked compensatory time shall be off at any one time per shift. Line personnel using personal time off in the form of sick, jury duty, union business, family emergency, administrative or bereavement shall not be included in the computation of the above restriction.

ARTICLE 9 - OVERTIME

Section 9.1 Overtime Hiring Procedures: Recognizing that overtime hiring can be a complicated and dynamic process, an Overtime Hiring Committee is established and charged with the responsibility of managing an effective and efficient overtime hiring system. The Committee consists of the Chief, Assistant Chief, Local 1579 President, Vice President and a representative from the group of Battalion Chief Shift Commanders. All decisions must be mutually agreed upon by labor and administration. An Overtime Hiring Practices manual will be maintained and periodically updated as necessary. All overtime hiring will comply with the practices outlined in the manual. The Overtime Hiring Committee shall have the flexibility to modify the practices as deemed appropriate to providing an efficient and equitable system. The Committee will hear all appeals for special consideration on a case by case basis. Mutually agreed upon decisions implemented by the Committee for resolution of specific, one-time appeals will not establish precedent or prejudice. The Overtime Hiring Practices Manual shall be based on the following foundational principles:

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

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

- 1) The approval of the Fire Chief for scheduling purposes.
- 2) Such request is made prior to such overtime.
- 3) When an employee requests to use the compensatory time and approval is granted, no type of leave, other than sick or injury, may be substituted for time taken off.
- 4) When, on the “Day” or “Night” the employee has requested off, there is an overtime situation, that employee may take that “Day” or “Night” and be charged eighteen (18) hours. However, if on the “Day” or “Night” requested no overtime situation results, the employee may have that “Day” or “Night” off and be charged twelve (12) hours. In either case, said employee requesting the compensatory time will be notified if, on the “Day” or “Night” he or she has requested off, there was an overtime situation.
- 5) A Limit of two-hundred forty (240) hours of compensatory time (banked overtime) can be banked. Those individuals who, on July 1, 2019, had more

than two-hundred forty (240) hours compensatory time can draw down the surplus hours at their own discretion but once below the two-hundred forty (240) hour threshold they will not be able to exceed it.

- 6) A member who has the maximum allowable banked compensatory time will be paid for all subsequent overtimes during the pay period in which they are normally paid.

Overtime shall be offered to line personnel based on a combination of seniority and accrued overtime hours, as defined in the overtime hiring practices manual.

Personnel shall not be required or allowed to work more than 48 consecutive hours. A 10 hour break is required following a 48 hour work period with the exception of emergency callbacks.

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

Section 9.2 Partial Overtimes: Employees shall be offered partial overtimes according to their position on the master overtime list following the established Overtime Hiring Practices.

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

- a) Four (4) or less hours = four (4) hours pay
- b) Four (4) hours up to six (6) hours = pay for actual hours worked
- c) Over six (6) hours shall be handled as a full overtime as covered in this Article.

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

- a) Four (4) or less hours = four (4) hours pay
- b) Four (4) hours or more hours = pay for actual hours worked

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

When a Deputy Chief, Battalion Chief, or the Master Mechanic calls in as provided in Section 8.1, if the employee is off duty and is directed to return to duty, the employee shall receive compensation for the additional hours worked outside his/her regular work schedule at the rate of time and one-half the employee's hourly rate. The employee may request compensatory time in lieu of such overtime pay.

Section 9.3 Shift Commander Overtime: Shift Commander overtime is handled independently of the overtime hiring procedures defined for other line personnel. The Chief reserves the right to resolve any discrepancies, and may deny an employee the right to take

leave, or may order an employee to work, based on the following procedures. The Town shall not be liable for errors in the offering of overtime in accordance with this Section.

9.3a Overtime opportunities that result from the use of a Shift Commander's Vacation Day shall first be offered to Shift Commanders and then to Support Service Officers if no Shift Commander chooses to take the overtime. A Shift Commander Vacation Overtime Rotation list shall be maintained for tracking Vacation Day Overtime Coverage and the farthest back Shift Commander shall be given the first opportunity to work the overtime, then the second farthest back on the list etc. Support Services Battalion Chiefs shall not be included on the list. If no employee agrees to work an overtime shift, the farthest back Shift Commander (eligible to work the shift) shall be ordered.

9.3b All other overtime opportunities to fill Shift Commander's vacancies shall be offered to Shift Commanders and Support Services Officers on a rotating basis. An Overtime Rotation list shall be maintained for tracking other overtime coverage for said rotation, and the farthest back Officer Shift Commander or Support Services Officer shall be given the first opportunity to work the overtime, then the second farthest back on the list etc. No penalty or refusal shall be recorded for not working overtime. The employee's placement on the list remains constant, until he/she works an overtime shift, (then he/she advances on the list). If no employee agrees to work an overtime shift, the farthest back Shift Commander (eligible to work the shift) shall be ordered.

Section 9.4 Emergency Overtime Hiring Procedures: Any potential or actual situation or occurrence of a serious nature that requires an immediate need for additional staffing as determined by the Fire Chief, or his designee in his absence, may be hired by the following means: "Known and Available" (a physically present off duty employee or an employee that is otherwise known to be immediately available for an overtime assignment). An employee that reports for work, under the emergency overtime hiring procedure, may be kept and paid for a minimum of four (4) hours except that, if the obligation for additional staffing has been met and the employee's presence is no longer required, the employee can be dismissed by the chief officer and still be eligible to receive the four (4) hour minimum overtime compensation.

Section 9.5 Holdovers: No employee shall be relieved from duty at the change of shift if his or her respective relief has not reported. The employee shall be required to holdover and shall be paid at their regular overtime rate and will stay on duty until the relief employee has reported for duty. When an overtime is required, the holdover employee shall be offered the opportunity first.

Section 9.6 Related Agreements: The Town and Local 1579 agree to utilize the Overtime Hiring Practices Manual to identify overtime related hiring practices not necessarily found in other documentation and agreed to exist by Labor and Management or to modify current overtime hiring procedures on a temporary basis without prejudice or precedent. The Overtime Hiring Practices Manual will contain the related practices established through mutual agreement by a joint labor-management committee. All Related Agreements shall be signed by

the Fire Chief and the Union President and have a mandatory review and/or termination date as agreed.

Section 9.7 Fire Marshal's Office: Individuals assigned to the Fire Marshal's office shall only work overtimes that are specific to the Fire Marshal's Office.

Section 9.8 Fire Mechanic: Individuals assigned to the Fire Mechanic positions shall only work overtimes that are specific to the Fire Mechanic position

Section 9.9 Master Mechanic: The Master Mechanic shall only work overtimes that are specific to the Master Mechanic position.

ARTICLE 10 - HOLIDAYS

Section 10.1 Each employee, except individuals working in the Fire Marshal's Office, Deputy Chiefs, Battalion Chiefs, and the Master Mechanic working a forty (40) hour day schedule, at his option, shall receive holiday pay or time off for each of the following fourteen (14) holidays:

Martin Luther King Jr. Day	Juneteenth
Lincoln's Birthday	Washington's Birthday (President's Day)
Good Friday	Memorial Day
Independence Day	Labor Day
Columbus Day	Veteran's Day
Thanksgiving Day	Day after Thanksgiving Day
Christmas Day	New Year's Day

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

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

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

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

ARTICLE 11 - VACATIONS

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

<u>Years of Service</u>	<u>Hours</u>	
	<u>Line Staff</u>	<u>Day Staff</u>
0-1	As below	42
Date of Hire: May 1 st – Oct 31 st	48	N/A
Date of Hire: Nov 1 st – April 30 th	24	N/A
1-4	96	80
5	144	120
7	156	128
9	168	136
11	180	144
13	192	152
15	192	160
20	204	168
21	216	176
22	228	184
23	228	184
24	240	200

Vacation accrual increases are credited on May 1st of the calendar year in which an anniversary resulting in increased vacation time occurs.

For Line staff: 1 day = 12 hours; 1 week = 4 days (12 hour days). For Day staff: 1 day = 8 hours; 1 week = 5 days (8 hour days).

In the first year of employment vacation time will be prorated from the date of hire to the end of the vacation year (April 30th) as follows:

Date of hire between May 1 – October 31	48 hours
Date of hire between November 1 – April 30	24 hours

In limited circumstances and at the discretion of the fire chief, a first-year employee may be permitted to borrow vacation time against the employees next year of accrual. When permitted, the time borrowed may not exceed the total vacation time the employee is entitled to for that next year.

No employee shall be entitled to take vacation time while attending the Recruit Training Academy.

Each vacation period shall be from the first full week of May through the following last full week of April, inclusive. New vacation time balances will be posted May 1st of each year.

Section 11.2 Vacation Carryover and Payouts: Vacations may not be accrued from year to year without written approval of the Fire Chief. Any employee who has had service with the

Fire District or any employee who returns to the Fire Department from military service, shall have such service included in determining vacation eligibility. At the sole discretion of the Fire Chief, line bargaining unit personnel will be offered the opportunity to sell back up to forty-eight (48) hours of vacation time per year. Offers to buy back vacation time will be made by March 15th of each year and shall be limited to days remaining in the current vacation year.

Section 11.3 Vacation Selection: Each vacation period shall be from the Sunday of the first full week of May through the Saturday of the last full week of April. The date for submission of vacation lists shall be established by the Fire Chief and vacation schedules shall be posted by the end of December. Preference shall be on the basis of departmental seniority.

During July and August, vacations shall be limited to two (2) weeks. No employee who is entitled to more than two (2) weeks of vacation shall be allowed to choose such additional vacation leave until all employees, who are entitled to two (2) weeks or less of vacation leave, have chosen same.

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

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

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

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

Section 11.4 In the event that any employee retires or resigns in good standing from the Fire Department, having given advance notice of at least fourteen (14) calendar days, or dies, and he is entitled to vacation leave at the time of such retirement, resignation, or death, he or his

dependent survivors, as the case may be, shall receive one (1) week's pay for each week of such vacation leave. There shall be no vacation payout for any employee who is discharged.

ARTICLE 12 - SICK LEAVE

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

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

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

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

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

Employees hired after July 1, 2005, shall upon retirement or death be eligible to receive from the Town payment for 50% accumulated sick leave, not to exceed 540 hours in total (1080 hours paid at 50% = 540 hours) with the payment on the basis of an average of the last three (3) years of base salary. Employees who subsequently resign their employment with the Town shall not be eligible to receive payout of unused, accumulated sick time if they have less than ten (10) years of service with the Town. Employees who resign with more than ten (10) years of service shall be eligible to receive from the Town payment for 25% accumulated sick leave, not to exceed 276 hours, on the basis of an average of the last three (3) years of base salary. Employees terminated for just cause shall receive no benefit under this section.

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

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

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

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

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

- (a) For any period of absence in excess of two (2) consecutive regularly scheduled twenty-four (24) hour shifts.

- (b) For leave of any duration of absence from duty which recurs frequently or habitually, provided that the employee has been notified that a certificate will be required.
- (c) When evidence indicates reasonable cause required such a certificate.
- (d) To support a request for sick leave on a day which the employee had previously requested to use vacation, personal leave, or earned time, and the request had been denied.

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

ARTICLE 13 - INJURY LEAVE

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

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

ARTICLE 14 - MISCELLANEOUS LEAVE

Section 14.1 An employee shall be granted leave of absence with pay for the following reasons listed below. Whenever possible, absences for any such purposes must be approved by the Fire Chief in advance. If the Fire Chief is not available, the highest ranking officer on

duty has the authority to grant emergency leave. With exceptions of paragraphs (c), (f), and (g) below, said leave shall be chargeable to sick leave.

- (a) For medical, dental, or eye examination or treatment, for which arrangements cannot be made outside of working hours.
- (b) When his presence at duty will expose others to contagious disease.
- (c) In the event of death in the immediate family of an employee, or the immediate family of his or her spouse, when as many as three (3) working “Days” or “Nights” leave with pay shall be granted. The Fire Chief may grant said “Days” or “Nights” off after the day of the funeral. Immediate family, for purposes of this clause is defined as parents, grandparents, spouse, brother, sister, child or grandchild and also any relative who is domiciled in the employee’s household.
- (d) In the event of unforeseen, unscheduled illness, severe injury, or other emergencies to an employee or a member of the immediate family of an employee or the immediate family of his or her spouse, which occurs during working hours or within four (4) hours of the start of a shift which the employee is working and requires the attendance of the employee. The length of leave shall not exceed the duration of the remainder of the regularly-scheduled “Days” or “Nights”, and such leave may not be taken consecutively without approval of the Fire Chief or his designee. This leave may not be used to accompany a spouse or child to a medical appointment, including an operation which is scheduled in advance. No more than a total of three (3) “Days” or “Nights” leave with pay in the calendar year shall be granted, and said days may not be taken consecutively. Immediate family for the purpose of this Section is as defined in Section 14.1(c).
- (e) If requested and approved in advance, the appointing authority may grant an employee necessary time not to exceed in the aggregate a total of three (3) working “Days” or “Nights” special leave per calendar year to fulfill obligations of: going to, attending, and returning from funerals of persons other than members of the immediate family, and for court appearances other than those required by (f) below.
- (f) Because of a demand which is made for the employee by another governmental agency as a result of employment by the Town.

Section 14.2 Maternity Leave:

Childbearing employee pregnancy related leave shall be provided in accordance with state and federal law. Employees who comply with the provisions of this Section may resign or take Pregnancy related leave as provided below: An employee who wishes to return to her same position must so notify the department head, in writing, prior to the last scheduled workday.

Depending on the timing of the leave, an employee on a pregnancy related leave is eligible for paid parental leave as set forth in Section 14.2. In addition, an employee on pregnancy related leave of absence, who is either ineligible for paid parental leave or who has exhausted paid parental leave, is eligible to use paid sick leave in accordance with the sick leave provisions of this Agreement except they may opt to keep one week of Annual Leave. An employee who exhausts paid leave will be carried on leave of absence without pay for the balance of the pregnancy related leave period. Such employee shall have up to ninety well (90) days from the date of birth of the child to return to work. Before the expiration of the leave, application may be made to the Town Manager for extension of said leave. Extensions shall normally only be granted as a result of medical complications related to birth. Such extension is in the sole discretion of the Town Manager. If the application for extension is denied or if the employee decides not to return after the 90-day period (90), the employee may request to the Town Manager that they be placed on a reemployment list for a period not to exceed two (2) years. During the two-year period of time, should a vacancy occur in the department where the employee last worked and should the vacancy be in a position which the employee previously occupied and should the employee be qualified to perform the work as required without further training, then the employee shall be certified to the appointing authority for consideration. The individual shall receive a salary that is closest to the salary she was receiving at the time she went on the reemployment list and will be credited for the years of service she had prior to being placed on the reemployment list. Any unused, accumulated sick time paid out shall be deducted from any future available unused, accumulated sick time eligible to the employee upon retirement or termination.

While the employee is on pregnancy related leave, including any extensions to the original ninety (90) day period, the Town will continue to provide any and all insurances that are referred to in this collective bargaining agreement and the employee shall pay in a manner prescribed by the Town any applicable cost sharing amounts. The employee will not be eligible for any other benefits of the agreement during any time of unpaid pregnancy related leave.

Section 14.3 Paid Parental Leave

Employees with at least one year of service are eligible for up to six (6) weeks of Paid Parental Leave (PPL). PPL is available to new parents who need time to bond with a new child entering their life either by birth, adoption, or foster care placement. This leave must be taken within the first year of the child's birth, adoption, or foster care placement. During the leave period, the employee shall be paid 100% of her or his base wages for the first two (2) weeks, and 50% of base wages for the remaining four (4) weeks. Employees shall be eligible to use any accrued leave in order to receive compensation up to 100% of base pay during the weeks reimbursed at 50%. This paid leave will run concurrently with and count towards other leaves for which the employee may be eligible, including the federally mandated twelve weeks of Family and Medical Leave Act (FMLA).

ARTICLE 15 - TEMPORARY LIGHT DUTY

Section 15.1

- a. Employees who are on authorized leave due to temporary illness or injury, which is work-connected and which is expected to last longer than four (4) working days, shall, in a timely manner, present to his or her physician the Temporary Limited Disability (TLD) explanation package and release form attached to this Contract as Appendix C. Employees shall request that their physician complete the release forms as soon as they are capable of performing temporary limited duty or have reached maximum medical improvement, whichever occurs earlier. The completed release form should be submitted to his/her supervisor as soon as possible after completion by the treating physician. The employee, at the discretion of the Fire Chief, may be required to return to a TLD assignment within the Fire Department if release for such work is indicated on the form. The nature of the assignment and duration shall be at the discretion of the Fire Chief, taking into consideration the temporary physical restrictions of the employee as identified by the treating physician.

- b. The intent of this provision is to permit the return to work as soon as is medically possible of employees who are affected, as set forth in the above paragraph. Employees shall make every effort to encourage their treating physician to allow them to return to work at the earliest possible time. Nothing herein shall affect the Town's rights under applicable Workers' Compensation Statutes. Further, the parties understand that TLD assignments are assignments other than normal duties, and it is not the intent that said assignments are to be of a make work or permanent nature. Employees who at any time are determined to be unable to perform the essential functions of their position on a permanent basis shall not be eligible to receive or continue to receive a TLD assignment.

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

ARTICLE 16 - MILITARY LEAVE

Section 16.1 An employee who leaves the Fire Department for military service shall be restored to his position provided he is physically and mentally able to perform the duties thereof and he offers to return to duty within ninety (90) days after date of his discharge. The time spent in such military service shall be included in determining salary advancement and eligibility for promotional examinations. This Article shall not apply to an employee who,

because of voluntary recruitment, has been absent from the Fire Department for a period of more than five (5) years in addition to war service or compulsory service.

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

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

ARTICLE 17 - LEAVE OF ABSENCE WITHOUT PAY

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

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

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

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

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

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

ARTICLE 18 - SHIFT EXCHANGE

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

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

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

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

Section 18.2 Normal Relief: A normal relief is defined as an occurrence where one employee reports to duty to relieve another employee less than three (3) hours prior to the normal ending or less than three (3) hours after the normal beginning of a shift. No paperwork is required for a normal relief of one (1) hour or less (except in the case where one employee stays for another employee where paperwork is required for any length holdover), but a normal relief of more than one (1) hour but less than three (3) hours does require paperwork to be completed and delivered or faxed to the Shift Commander prior to its becoming effective. No exemptions from overtime are granted for normal reliefs.

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

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

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

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

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

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

- 1) Such holdover is between two (2) Firefighters; Firefighter-Paramedics; Lieutenants. However, a Firefighter-Paramedic can holdover for a Firefighter EMT for up to three (3) hours when a Firefighter EMT has a last minute emergency need for the holdover. This allowance to holdover out of classification is intended to address personal emergencies and is not to be used as a regular scheduling tool.
- 2) The Chief of Department, or designee, must approve the holdover request and such request is received and posted not less than one (1) hour prior to its becoming effective except for a sudden and unexpected emergency in which case a request may be received and posted in under one (1) hour.
- 3) Such holdover does not impose any additional cost to the Town.

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

ARTICLE 19 – UNIFORM ALLOWANCE

Section 19.1 Work Uniforms (Class B): Each employee, upon hire, shall be issued a work uniform, as authorized by the Department. The work uniform shall consist of three (3) polo work shirts, five (5) T-shirts, five (5) work pants which shall be one hundred percent (100%) cotton, and a job-shirt. Upon receiving appointment to shift as manpower, employees shall

receive two (2) of the appropriate buttoned work shirts, five (5) of the appropriate colored polo work shirts, one (1) appropriate job-shirt, and five (5) FFR Cotton work pants, a foul weather cap, one (1) foul weather coat, a uniform nameplate and badge and thereafter will fall into the annual allowance policy.

Employees shall receive two (2) of the appropriate buttoned work shirts, five (5) of the appropriate colored polo work shirts, one (1) appropriate job-shirt, uniform nameplate and badge upon promotion and thereafter will fall into the annual allowance policy.

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

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

Section 19.2 Uniforms, Personal Protective Equipment: The Town shall provide each employee with his or her own personal protective equipment that meets applicable industry standards. Structural fire fighting protective ensemble meeting N.F.P.A. standards will consist of a helmet with company I.D. shield, turnout coat, turnout pants, boots, hood, fire gloves, and a safety harness. Additional personal protective equipment will consist of a S.C.B.A. mask and protective bag, safety glasses with protective case, extrication gloves and general work gloves.

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

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

Employees shall receive dress bell cap, when necessary, appropriate buttoned shirt authorized patches, nameplate, badge and proper modifications to the dress uniform coat upon promotion.

At the discretion of the Fire Chief, the Town shall pay for the repair of the employee's dress uniform.

Section 19.4 Uniform Maintenance: The department will provide laundering capability with a washing machine, dryer, laundry detergent and bleach in sufficient amounts in each station for the disinfection and laundering of uniforms and linen. Employees shall be responsible for launder their own personal issue uniforms and linens.

ARTICLE 20 - POSITION CLASSIFICATION

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

ARTICLE 21 - MEAL ALLOWANCE

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

ARTICLE 22 - PENSION AND SURVIVOR BENEFITS

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

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

ARTICLE 23 - INSURANCE

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

- a) A Preferred Provider Option Plan (OAP Preferred), with in-network and out-of-network options - with the employee contributing through payroll deductions, which shall be on a pretax basis as allowed by the Internal Revenue Service Code as provided for in Section 23.6. The OAP Preferred Plan will only be offered to employees in the Plan as of July 1, 2016 and will no longer be offered after June 30, 2022.

Plan highlights include:

- Prescription co-pays of \$5/\$20/35.
- In-patient hospital admission copayment of \$200.
- Out-patient copayment of \$100.

- b) For employees hired before ratification of the 2019-2023 Agreement an OAP Plus formerly the OAP Plus Plan with in-network and out of network options with employee contributing through payroll deductions, which shall be on a pretax basis as allowed by the Internal Revenue Service Code as provided for in Section 23.6. When the High Deductible/HSA becomes the core plan on July 1, 2022 the Town will no longer offer the OAP Plus to active employees.

Plan highlights include:

- Prescription copayments of \$5/\$20/\$35
- Inpatient hospital admission copayment of \$200
- Outpatient copayment of \$100
- Provider Office visit copayment of \$15

- c) For employees hired before ratification of the 2019-2023 Agreement an OAP Basic, formerly OAP Basic Plan, with in-network coverage only. When the High Deductible/HSA becomes the core plan on July 1, 2022 the Town will no longer offer the OAP Basic or HMO to active employees.

Plan highlights include:

- Prescription copayments of \$5/\$20/\$35
- Inpatient hospital admission copayment of \$200
- Outpatient copayment of \$100
- Provider Office visit copayment of \$15

- d) High Deductible/HSA, as set forth below, which will be the only plan available to employees hired after ratification of the 2019-2023 Agreement and an option for employees hired before ratification of the 2019-2023 Agreement for fiscal years 2019-2020, 2020-2021 and 2021-2022 only, after which it shall become the only plan offered by the Town effective July 1, 2022. The platform for covered services under the High Deductible/HSA plan shall be the same as the platform of the OAP Plus Plan.

The following are the key features of the High Deductible/HSA Plan:

- i. Deductibles shall be \$2,000 for an individual and \$4,000 for family (individual plus spouse and/or dependents).
- ii. Out-of-pocket maximums shall be \$3,000 for an individual and \$6,000 for a family.

- iii. Payment after the deductible shall be 100% for in-network services and 80% for out-of-network services.
- iv. Prescription co-pays of \$5/\$10/\$20 shall apply to prescriptions after the exhaustion of the HDHP deductibles up to an additional \$1,000 single and \$2,000 two person and family.
- v. The Town shall contribute fifty percent (50%) of the deductible amount to the employee's HSA. The contribution to the HSA for an employee hired on or after the start of the plan year shall be prorated for the plan year based on the employee's date of hire.
- vi. For an employee hired prior to the start of the plan year, the Town will make a deposit of the 50% in a lump sum in the first pay period in July. Starting in the 2022 plan year the Town will deposit one-half of the Town's contribution fifty percent (50%) in the first pay period of July and January of the plan year. The contribution to the HSA for an employee hired after 7/1 shall begin in the month in which the employee is hired, within thirty (30) days of the date of hire. The Town shall have no obligation to fund any portion of the HSA deductible for retirees or other individuals upon their separation from employment.
- vii. Any employee who is not eligible to enroll in the High Deductible/HSA due to IRS regulation will be eligible for the same benefits as those offered above via an HRA. If the member enrolls in the High Deductible/HRA the annual maximum reimbursement by the Town shall not exceed the Town's annual deductible contribution for those in the HSA. Premium contributions for those employees in the HRA shall be the same as the HDHP/HSA. Any monies in the members HRA will be allowed to roll over from year to year as per IRS limits. When an employee exits the Town plan all contributions in the HRA account will go back to the Town as required under HRA regulations. The Town shall have no obligation to reimburse any portion of the HRA for retirees or other individuals upon their separation from employment, except as set forth below in Section 23.3.

Employees will contribute to the cost of the High Deductible Plan through payroll deductions which shall be on a pretax basis as allowed by the IRS code as provided for in Section 23.6.

- e) Full Service Dental Plan with ninety percent (90%) benefit payment.

f) **Waiver of Health Insurance:** An employee may elect to waive the health insurance coverage of this section, provided that the employee provides proof that he or she has alternative coverage. The option to waive coverage must be elected at the time of the annual open enrollment, on such form as the Town shall provide. An employee who waives coverage shall not be required to contribute toward the cost of health insurance benefit during the period of the waiver of coverage. An employee who waives health insurance coverage shall be eligible to re-enroll only as follows:

1. During annual open enrollment; or
2. Upon the occurrence of a qualifying life event as defined by law and submission of documentation to the Town of such qualifying event. Details qualifying life event can be found here:

<https://www.healthcare.gov/coverage-outside-open-enrollment/special-enrollment-period/>

Section 23.2 Group Life Insurance/Accidental Death and Dismemberment. The Town shall provide and pay for a \$20,000 Group Life Insurance policy and a \$20,000 accidental death and dismemberment policy for each regular member of the bargaining unit. An additional \$30,000 of Group Life Insurance may be purchased at the employee's expense at rates determined by the Town. In addition, the initial Group Life coverage to which the employee is entitled to shall contain a double indemnity clause.

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

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

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

Retired employees under the age of 65 who retire on or before June 30, 2022, shall receive the same medical coverage specified in Section 23.1(b), (c) or (d), as limited by this section, for active employees of the Unit, until they reach age 65 at which time they shall be provided the medical insurances of a Post 65 Medicare supplemental plan F or G (If plan F is not available) with a PDP rider for prescription drugs.

For the Pre 65 retiree who enrolls in the HDHP plan, the Town will reimburse up to the percentage of the plan deductible contributed to active employees HSA accounts as may be changed after retirement to match the active employees up to a maximum of 50% of the plan deductible through an HRA. The HRA can only be funded by the Town and all contributions in the HRA may roll over from year to year as allowed by the IRS. When a retiree exits the Town plan all contributions in the retiree HRA account will go back to the Town as required under HRA regulations.

Retired employees under the age of 65, who retire on or after July 1, 2022, shall receive the same medical coverage specified in Section 23.1 (d), including reimbursement up to the percentage of the plan deductible contributed to active employees HSA accounts as may be changed after retirement to match the active employees up to a maximum of 50% of the deductible through an HRA as limited by this article, for active employees of the Unit, until they reach age 65 at which time they shall be provided the medical insurances of a Post 65 Medicare supplemental plan F or G (If plan F is not available) with a PDP rider for prescription drugs.

If an employee on disability retirement is receiving insurance benefits under this Section and becomes employed elsewhere and is eligible to receive or purchase insurance benefits of any type from his new employer or dies, then the Town shall have no further obligation to the employee or his spouse to provide said insurance benefits from the date of said new employment regardless of the employee's future employment status or the date of death. Employees on disability retirement shall be required to notify the Town immediately if they secure employment which provides benefits.

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

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

Upon retirement, employees may not elect the OAP Preferred insurance coverage.

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

Section 23.3a OPEB Contributions: All employees hired after ratification of the 2019-2023 contract shall contribute one and one half percent (1.5%) of the base pay of a top step firefighter per pay period through payroll deductions to the Town’s Other Post Employment Benefits (OPEB) Trust on a pre-tax basis as allowed by the Internal Revenue Service Code. All employees hired before ratification of the 2019-2023 contract shall contribute a total of four hundred dollars (\$400) per year, which amount shall be paid through payroll deductions to the Town’s Other Post-Employment Benefits (OPEB) Trust on a pre-tax basis as allowed by the Internal Revenue Service Code.

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

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

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

Section 23.6 Active Employee Cost Sharing: Employees shall authorize contributions through payroll deductions in an amount as listed below per employee per year toward the cost of those insurances identified in Section 23.1 of this Article.

Insurance Type	% of Insurance Cost	
	7/1/23-6/30/24	7/1/24-6/30/25
Preferred	N/A	N/A
OAP Plus and OAP Basic	N/A	N/A
HDHP/HSA	16%	16%

ARTICLE 24 - WAGES

Section 24.1 Wages:

1. Effective July 1, 2023 for those employees on the payroll as of the effective date of this Agreement, wages shall be increased by two-and-a-quarter percent (2.25%)

2. Effective July 1, 2024 for those employees on the payroll as of the effective date of this Agreement, wages shall be increased by two-and-a-quarter percent (2.25%)

In recognition of the current economic climate, the Town shall provide a one-time lump sum payment to employees on the payroll as of the effective date of this Agreement as follows:

1. \$3,500 paid on or about the first regular payroll date following July 1, 2023.

The lump sum payment will not increase an employee's base pay.

The Job Class Code T960 Battalion Chief 8.0 will receive a "day pay incentive" as set forth in Section 24.5.

The Job Class Code T960 Battalion Chief 8.0 will be eligible for overtime compensation for hours worked above forty (40) hours per week for administrative duties when pre-approved by the Chief or his designee.

Promotion

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

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

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

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

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

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

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

Firefighters with Paramedic responsibilities and the Support Services, EMS Officer shall receive a bonus each year in accordance with the following schedule:

years two & three	\$2,000.00
years four, five & six	\$2,500.00
years seven-ten	\$3,500.00
year eleven & over	\$5,000.00

Lieutenants (except those defined in Section 24.4a), individuals working in the Fire Marshal's Office and Battalion Chiefs (excluding the Support Services, EMS Officer) shall be eligible for the EMT bonus only.

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

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

Section 24.4a Lieutenants Holding Medical Control on the Date of 2019-2023 Contract Ratification: A Lieutenant with a Paramedic license and medical control with ECHN at the time of contract ratification may continue to maintain said medical control and continue to receive the annual paramedic bonus defined in Section 24.4 with the understanding that the role will include new responsibilities. These new responsibilities could include activities related to coordinating and conducting training, quality assurance or other EMS management activities as directed by the Support Services Battalion Chief – EMS Officer.

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

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

ARTICLE 25 - MISCELLANEOUS

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

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

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

Section 25.4 The Fire Chief shall have the ability to administratively reassign members anytime during the year to balance shift strength. Whenever a vacancy exists in a firehouse due to termination, retirement, or for any other reason except for vacancies of Fire Inspector, Battalion Chief or Deputy Chief, the members of the bargaining unit shall have the privilege of bidding on the position. Positions will be filled by the Fire Chief with due consideration for the expressed wishes and seniority (as set forth below) of the bidders, consistent with the best interest of the operations of the Fire Department. The Fire Chief shall post the vacancy for ten (10) days after which bidding will close. The Fire Chief will select from the pool of bidding candidates to fill the vacancy. In making his selection for assignment, the Fire Chief will consider the following criteria: experience; credentials; training; and work history. The bidder with the most seniority will be selected when the Fire Chief deems that all other factors are equivalent. Seniority for purposes of this section will be based on seniority in classification for which there is a vacancy. Bidding will be initiated annually in September, unless mutually agreed upon between the Department and Union. If no one bids on the position, the Fire Chief shall assign the member of his choice. Bid awards are final upon authorization of the Fire Chief. Once the bid has been awarded by the Fire Chief, it will be for a period of not less than one (1) year, with exception to be designated by the Fire Chief. New employees of the Department shall be assigned to a shift and considered part of the staffing levels, as defined by Article 7, Sections 7.1-7.3, after a reasonable training period. The length and content of said training program shall be determined by the Fire Chief. Firefighter-Paramedics shall be allowed to bid on any vacant Firefighter position once they are within six (6) months of completion of their commitment to said position. Newly promoted Lieutenants will be administratively assigned and will not be permitted to bid until they have completed their probationary period.

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

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

Section 25.6 All uniformed employees of the Fire Department shall be required to have a physical examination on an annual basis. The content of the physical examination shall be in accordance with the schedule attached as Appendix B. In addition, employees shall have their physician complete Appendix B and return the document to the Town's Fire Chief. The employee agrees that if the doctor refuses to sign said document, then the Town is eligible to receive medical records of the employee as they relate to the employees duties in the department and to discuss the case with the employee's physician. The cost of such physical shall be processed through the employee's insurance coverage. Costs for said physical which exceed that provided for by the insurance plan, or for the cost of tests not specified in Appendix B, shall be the responsibility of the employee. Employees must schedule their physical examination during off-duty time. The Town will pay employees for two (2) hours at the employees' overtime rate for time spent attending the Town required physical examination off-duty.

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

Section 25.8 Medical Commitments: All bargaining unit members, excluding ex-firefighter-paramedics, shall be required to maintain EMT certification throughout their career. Firefighters who previously had Paramedic responsibilities for the Department must maintain medical certification to a minimum level of EMT, after leaving the medic program. This can be accomplished by maintaining their paramedic license. It shall be the employee's responsibility to provide the Department with their annual license renewal in a timely manner. The Department will pay the State directly for the cost of the license renewal. As an alternative, ex-firefighter-paramedics may choose to secure an EMT certification at their own expense. At no time is a lapse in medical certification allowed during this transition.

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

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

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

as possible after said time provided that such release does not negatively impact the ALS service delivery levels or staffing levels established by the Department.

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

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

Section 25.9 There shall be no smoking, vaping or use of other tobacco or nicotine products allowed in Fire Department buildings, apparatus or staff vehicles.

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

Section 25.11 The Town and Union agree to incorporate within the Department the Fire Service Joint Labor Management (IAFF/IAFC) Wellness/Fitness Initiative which shall be an overall wellness/fitness system to maintain uniformed personnel physical and mental capabilities. Any program of physical fitness must be positive and not punitive in design; require a minimum level of participation by all uniformed personnel in the department as defined and agreed upon; is safe for all participants; allow for on-duty-time participation utilizing facilities and equipment provided by the department; provide for rehabilitation support for those in need; contain training and education components, and, be reasonable and equitable

to all participants. Peer fitness trainers will provide the services. The Joint Labor Management Wellness Committee has been established to operate according to mutually agreed upon bylaws. The Wellness Committee operate(s) under the jurisdiction of the Chief/Executive Board forum.

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

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

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

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

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

Time off requests (excluding sick leave) for the night portion of a 24-hour shift must be submitted no later than 18:30 of the preceding shift. Requests submitted after 18:30 will not be accepted. However, an employee may have the time off if he/she is able to find their own coverage (another member of the same classification willing to work the overtime). The employee must find their own coverage and the individual accepting coverage shall call the shift commander and advise him/her of the agreement. This pertains to vacation, comp and holiday time. This requirement does not pertain to time off requests for a "Day" or a full 24-hour shift.

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

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

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

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

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

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

Section 25.21 Job-related and Jury Duty Court time

1. **Job-related:** Any employee required to appear in court or subpoenaed for deposition as a result of the performance of his/her regular duties, shall be compensated.

- a) If required to appear on an unscheduled work day, the employee will be paid at the rate of one and one-half (1 ½) times his regular rate for all time spent in court. If the employee is scheduled to work the fourteen (14) hour portion of his/her shift the night before, the employee shall be released at 22:00 hours the night before and the Town shall provide the employee leave with full pay for the remainder of the shift.
- b) If required to appear on a regularly-scheduled work day, the employee will receive leave with pay for court time and must then return to duty and complete the remainder of the 24-hour shift.

2. **Jury Duty:** The Town agrees to provide all employees of the Fire Department leave from duty with full pay throughout the duration of time required by the Court for the purposes of serving jury duty. Employees who are requested to appear for jury duty will be granted leave from duty with full pay under the following circumstances:

- a) If the employee is required (confirmed by the court at 17:00 the night before) to appear for day 1 of jury duty on a shift in which he/she is off but is scheduled to work the fourteen (14) hour portion of his/her shift the night before, the employee shall be released at 22:00 hours the night before he/she serves jury duty and the Town shall provide the employee leave with full pay for the remainder of the shift.
- b) If the employee is required to appear for day 1 of jury duty on a regularly-scheduled work day, the employee will receive leave with pay for court time

and if not required to return the next day to serve on a jury, must then return to duty and complete the remainder of the 24-hour shift.

- c) If the employee is selected to serve on a jury, he/she will receive leave with pay for all regularly-scheduled day work hours when they are required to attend court. Additionally, the employee will receive leave with pay for all regularly-scheduled night work hours that are scheduled immediately before or after a court appearance day, for the duration of the trial.

3. Employees who experience unforeseen hardships (late departure from court or additional appearance on the following day) as a result of their jury service or other job-related court appearance, will have the right to request additional leave time through the on-duty Shift Commander. No reasonable request will be denied.

Section 25.22 Wherever used herein, a pronoun in the masculine gender shall be considered as including the feminine gender unless the context clearly indicates otherwise.

ARTICLE 26 - RESIDENCY

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

ARTICLE 27 - EDUCATION/TRAINING

Section 27.1 Department Training, New Hires: The Town shall provide for the initial training for all members to include precepting, The Connecticut Fire Academy or equivalent (as determined by the Fire Chief), emergency vehicle operation and pump operations and fire operations.

Section 27.2 Recruit School: Each new hire shall be given training at the Connecticut Fire Academy's recruit firefighter program or equivalent as determined by the Chief of the Department. The Town shall be responsible for providing tuition, books and necessary materials related to recruit school training. New hires attending the Connecticut Fire

Academy's Recruit Firefighter Program shall be compensated at their hourly rate at a forty-two (42) hour work week and will not be eligible for overtime pay.

The above paragraph notwithstanding, a new hire who, at or just prior to appointment, is an active career firefighter and graduated from an accredited, professional fire academy recruit class shall, at the discretion of the Fire Chief, not be required to attend the Connecticut Fire Academy's Recruit Firefighter Program.

Section 27.3 Fire Schools - Non College: Subsequent to the initial training of members, the Town will be responsible for providing ongoing training as may be required for maintenance of licenses and certifications necessary to fulfill the job description of the position held by the member.

In the event the member is scheduled to attend required training out of town during their regular duty hours, they shall be granted leave with full pay. Members shall be paid at straight time for training, which is conducted during the member's regular duty hours. In the event such training is scheduled during the member's off duty hours, the member shall be paid at appropriate overtime hourly rates. The Town shall be responsible for providing tuition, books and necessary materials related to training. If a member enrolls for a training course and the Town expends funds for said course and the member does not attend they may become liable for said funds.

Section 27.4 Tuition reimbursement: Employees hired after July 1, 1994, who opt for tuition reimbursement, pursuant to the terms of this Section, will not be eligible for college degree incentive pay as provided for in Article XXIV, Section 24.3 of this Agreement. Employees who leave the Town employ for any reason, except retirement, within three (3) years of being reimbursed under this Section, shall have deducted from any payouts for which the employee is eligible under Article XI, Section 11.4 and Article XII, Section 12.4 of the Agreement, the total amount of tuition reimbursement received under this Section.

Section 27.5 Fire Related Degrees: To attend college and take courses of study, all of which will contribute to or increase the knowledge of the employee with regard to the current job or position as determined by the Fire Chief, the Town shall pay for necessary books and tuition, taking into consideration budgetary limitation, as approved for by the Fire Chief. Such approval for reimbursement must be received in advance of taking the course and approval will be granted only where budgeting provision has been made for the above-mentioned purpose and the provided the employee receives a grade of "C" or better. The procedure is identified in the Department GOG.

Section 27.6 On-The-Job Training: Formal Department training shall be conducted as per the most current iteration of the MFRE Rules and Regulations. Assigned training shall be completed during daytime hours when possible, however, evening training is appropriate and expected if required to meet obligations and maintain proficiency. Nothing herein prohibits Companies from conducting individual company drills to augment

assigned training at a time of their choosing pursuant to the safety constraint herein. There will be no mandatory or scheduled training on holidays.

Section 27.7 Training Safety: Weather related restrictions for outside training shall be as follows:

- Exterior training with PPE shall be suspended when the Heat Index is > 91°F according to the current NWS Heat Index.
- Exterior training without PPE shall be suspended when the Heat Index is > 99°F according to the current NWS Heat Index.
- Cold weather training shall be suspended when the Wind Chill Index is < 25°F according to the current NWS Wind Chill Index.

Nothing herein shall preclude the A/C, Training Officer or the on duty Shift Commander from suspending training for weather related reasons outside of these measurements should they deem there to be a safety risk.

Section 27.8 Apparatus Driver/Operator: All members are required to maintain a valid State of Connecticut driver license with either a Q-Endorsement, Commercial driver License or equivalent licensure of the State in which they reside allowing them to operate fire apparatus.

ARTICLE 28 - MANAGEMENT RIGHTS

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

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

ARTICLE 29 - NONDISCRIMINATION CLAUSE

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

ARTICLE 30 - DURATION


Section 30.1 This Agreement shall take effect on July 1, 2023, except as otherwise specified herein, and shall remain in effect until June 30, 2025. Either party wishing to terminate, amend, or modify such Agreement must notify the other party, in writing, not more than one hundred and eighty (180) days nor less than one hundred and fifty (150) days prior to such expiration date and within thirty (30) days of the receipt of such notification by either party, a conference shall be held between the Town and Union Negotiation Committee for the purpose of discussing such amendment, modification or termination.

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

In witness whereof, the parties have caused their names to be signed on this 21 day of JULY, 2023.

TOWN OF MANCHESTER

By




Steve Stephanou
Town Manager



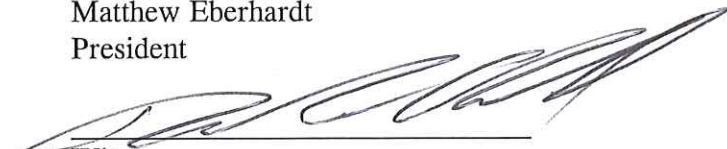
Witness

LOCAL 1579, IAFF, AFL-CIO

By



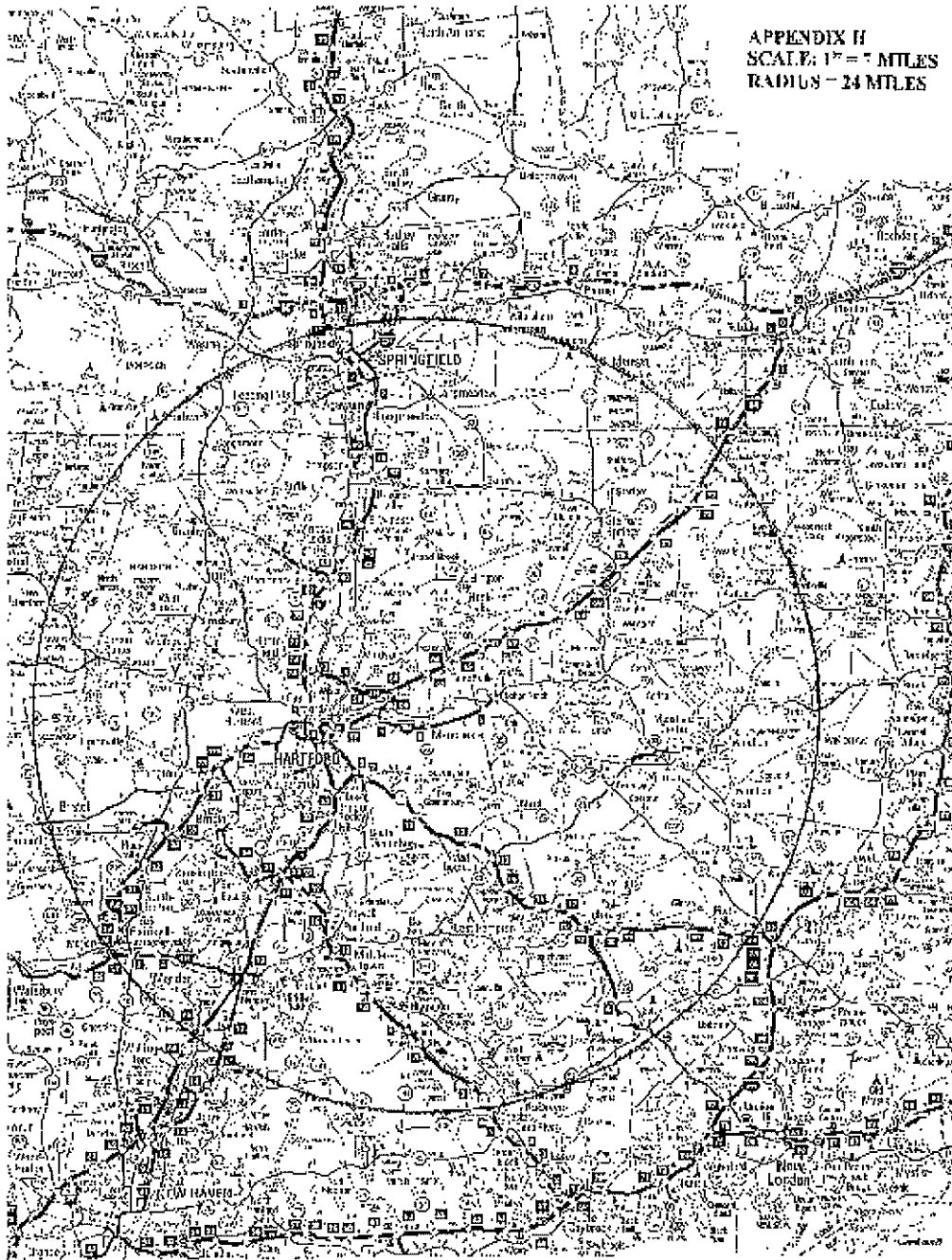
Matthew Eberhardt
President



Witness

APPENDIX A

MAP-RESIDENCY/RADIUS REQUIREMENTS



TOWN OF MANCHESTER
ANNUAL PHYSICAL EXAMINATION CRITERIA FOR FIRE PERSONNEL

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

Comprehensive health history

Vision - Snellen eye chart and Ishmahara color chart.

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

Occupational Noise Exposure

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

Weight - proportionate to height.

Routine urinalysis - Dipstick and microscopic examination

Review of chemical substance use (including cigarettes).

Physical examination including the following systems review:

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

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

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

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

Annual Resting EKG

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

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

Stress test as recommended by your physician.

*Additional testing as recommended by examining physician.

APPENDIX C

TEMPORARY LIMITED DUTY EXPLANATION PACKAGE

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

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

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

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

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

DOCTOR'S FORM

**WORK FITNESS EVALUATION
FOR
FIRE UNION LOCAL 1579 PERSONNEL**

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

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

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

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

DOCTOR'S CERTIFICATE FOR WORK AUTHORIZATION

Employee's name: _____

Employee's occupation/job title: _____

Physician name: _____

Date of exam/treatment: _____
day/month/year/hour

Date of accident: _____

How long have you been the treating physician: _____

Restriction on employee's activities:

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

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

m/d/y
- (f) Next follow-up visit scheduled: _____
m/d/y

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

Signature of Employee

Date

Signature of Examining Physician

Date

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

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

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

APPENDIX D

SUBSTANCE ABUSE POLICY

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

Section 1– Employee Assistance Program (EAP)

1. Any member who feels that he/she has developed an addiction to, dependence upon, or problem with alcohol or drugs, legal or illegal, is encouraged to seek assistance. Entrance into the EAP can occur by self-referral, recommendation, or referral by a Supervisor.
2. Requests for assistance through “recommendation” or “Supervisor referral” will be confidential. “Self-referral” confidentiality will be maintained between the individual seeking help and employee assistance personnel.
3. Member progress will be monitored by the Fire Chief, or in his absence, the Assistant Chief.
4. Rehabilitation, itself, is the responsibility of the employee. For employees enrolled in a formal treatment program, the Department will grant rehabilitation leave through the use of accumulated sick leave.
5. To be eligible for continuation of employment on a rehabilitation basis, in accordance with the language above, the employee must have been employed by the Department for at least one (1) year; must maintain at least weekly contact with the Fire Chief, or in his absence, the Assistant Chief; and must provide certification that he/she is continuously enrolled in a treatment program and actively participating in that program.

6. Upon successful completion of an approved treatment program, the employee will be returned to active status without reduction of pay, grade or seniority.

Section 2 - Alcoholic Beverages

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

Section 3 - Prescription Drugs

1. No prescription drug shall be brought upon Department premises by any person other than the person for whom the drug is prescribed by a licensed medical practitioner, and shall be used only in the manner, combination and quantity prescribed. Employees shall notify the Chief, or in his absence, the Assistant Chief, if there are any job-related restrictions related to the use of prescribed drugs.
2. Any member whose abuse of prescription drugs results in an inability to perform all duties required of said member in a satisfactory manner may be offered, at the sole discretion of the Fire Chief, or in his absence, the Assistant Chief, an opportunity to participate in the EAP for rehabilitation in lieu of disciplinary action being taken. In the event the member refuses or fails rehabilitation, disciplinary action for the violation committed may be imposed at the discretion of the Fire Chief.

3. Because possessing a valid driver's license is a condition of employment, the loss of driving privileges imposed on an employee by this or another agency due to use of alcohol or controlled substances, shall result in loss of ability to fulfill conditions of employment and such employee shall not be entitled to work until driving privileges are reinstated.
4. A valid work permit issued by the State of Connecticut that allows the employee to drive to and from work as well as drive apparatus will be considered as fulfilling the condition of employment as stated above.

Section 4 – Illegal Drugs

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

Section 5 - Random Testing

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

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

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

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

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

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

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

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

Section 6 - Post-Accident Testing

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

- 1) The accident involves the loss of human life; or

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

Section 7 – Reasonable Suspicion Procedures

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

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

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

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

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

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

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

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

2. If the employee does not sign the release form, the employee will be in violation of the collective bargaining agreement between the Town and the Union and the Fire Department's Rules and Regulations. The employee will be relieved from active duty without pay and be subject to disciplinary action up to and including termination.

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

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

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

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

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

Section 8 – Controlled Substance Testing

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

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

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

**TOWN OF MANCHESTER SALARY TABLES FOR
LOCAL 1579, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, AFL-CIO
EFFECTIVE JULY 1, 2023 - JUNE 30, 2024 - 2.25% INCREASE**

<u>Job Class Code</u>	<u>GRADE</u>	<u>STEP</u>	<u>HOURLY</u>	<u>HOURS PER WEEK</u>	<u>BI-WEEKLY</u>	<u>ANNUAL</u>
T238 FIREFIGHTER/PARAMEDIC	202	1	28.4540	42.00	2,390.14	62,143.58
		2	30.5799	42.00	2,568.71	66,786.58
		3	32.7061	42.00	2,747.31	71,430.03
		4	34.8321	42.00	2,925.90	76,073.43
		5	36.9582	42.00	3,104.49	80,716.86
		6	39.4686	42.00	3,315.36	86,199.46
T239 FIREFIGHTER/EMT	202	1	28.4540	42.00	2,390.14	62,143.58
		2	30.5799	42.00	2,568.71	66,786.58
		3	32.7061	42.00	2,747.31	71,430.03
		4	34.8321	42.00	2,925.90	76,073.43
		5	36.9582	42.00	3,104.49	80,716.86
		6	39.4686	42.00	3,315.36	86,199.46
T250 FIRE LIEUTENANT	220	1	41.4420	42.00	3,481.13	90,509.31
		2	43.4154	42.00	3,646.89	94,819.20
		3	45.3894	42.00	3,812.71	99,130.58
T260 FIRE INSPECTOR	220	1	41.4420	42.00	3,481.13	90,509.31
		2	43.4154	42.00	3,646.89	94,819.20
		3	45.3894	42.00	3,812.71	99,130.58
T034 MASTER MECHANIC	221	1	43.5141	40.00	3,481.13	90,509.31
		2	45.5861	40.00	3,646.89	94,819.20
		3	47.6589	40.00	3,812.71	99,130.58

<u>Job Class Code</u>	<u>GRADE</u>	<u>STEP</u>	<u>HOURLY</u>	<u>HOURS PER WEEK</u>	<u>BI-WEEKLY</u>	<u>ANNUAL</u>
T096 BATTALION CHIEF 12	230	1	47.6589	42.00	4,003.35	104,087.00
	230	2	48.6552	42.00	4,087.04	106,263.13
	230	3	49.6818	42.00	4,173.27	108,505.13
T060 BATTALION CHIEF 8.0	235	1	50.0419	40.00	4,003.35	104,087.00
	235	2	51.0880	40.00	4,087.04	106,263.13
	235	3	52.1659	40.00	4,173.27	108,505.13
T097 DEP FIRE MARSHAL	240	1	51.8133	40.00	4,145.06	107,771.67
	240	2	52.8491	40.00	4,227.93	109,926.26
	240	3	53.9064	40.00	4,312.51	112,125.19
T155 FIRE MARSHAL	250	1	53.5428	40.00	4,283.42	111,368.88
	250	2	54.6135	40.00	4,369.08	113,596.09
	250	3	55.7056	40.00	4,456.45	115,867.73

**TOWN OF MANCHESTER SALARY TABLES FOR
LOCAL 1579, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, AFL-CIO
EFFECTIVE JULY 1, 2024 - JUNE 30, 2025 - 2.25% INCREASE**

<u>Job Class Code</u>	<u>GRADE</u>	<u>STEP</u>	<u>HOURLY</u>	<u>HOURS PER WEEK</u>	<u>BI-WEEKLY</u>	<u>ANNUAL</u>
T238 FIREFIGHTER/PARAMEDIC	202	1	29.0943	42.00	2,443.92	63,541.81
		2	31.2680	42.00	2,626.51	68,289.28
		3	33.4419	42.00	2,809.12	73,037.21
		4	35.6158	42.00	2,991.73	77,785.08
		5	37.7899	42.00	3,174.35	82,532.99
		6	40.3567	42.00	3,389.96	88,138.95
T239 FIREFIGHTER/EMT	202	1	29.0943	42.00	2,443.92	63,541.81
		2	31.2680	42.00	2,626.51	68,289.28
		3	33.4419	42.00	2,809.12	73,037.21
		4	35.6158	42.00	2,991.73	77,785.08
		5	37.7899	42.00	3,174.35	82,532.99
		6	40.3567	42.00	3,389.96	88,138.95
T250 FIRE LIEUTENANT	220	1	42.3744	42.00	3,559.45	92,545.77
		2	44.3923	42.00	3,728.95	96,952.63
		3	46.4107	42.00	3,898.50	101,361.02
T260 FIRE INSPECTOR	220	1	42.3744	42.00	3,559.45	92,545.77
		2	44.3923	42.00	3,728.95	96,952.63
		3	46.4107	42.00	3,898.50	101,361.02
T034 MASTER MECHANIC	221	1	44.4931	40.00	3,559.45	92,545.77
		2	46.6119	40.00	3,728.95	96,952.63
		3	48.7313	40.00	3,898.50	101,361.02

Job Class Code

	<u>GRADE</u>	<u>STEP</u>	<u>HOURLY</u>	<u>HOURS PER WEEK</u>	<u>BI-WEEKLY</u>	<u>ANNUAL</u>
T096 BATTALION CHIEF 12	230	1	48.7312	42.00	4,093.42	106,428.96
	230	2	49.7500	42.00	4,179.00	108,654.05
	230	3	50.7996	42.00	4,267.17	110,946.50
T960 BATTALION CHIEF 8.0	235	1	51.1678	40.00	4,093.42	106,428.96
	235	2	52.2375	40.00	4,179.00	108,654.05
	235	3	53.3396	40.00	4,267.17	110,946.50
T097 DEP FIRE MARSHAL	240	1	52.9791	40.00	4,238.33	110,196.53
	240	2	54.0383	40.00	4,323.06	112,399.60
	240	3	55.1193	40.00	4,409.54	114,648.01
T155 FIRE MARSHAL	250	1	54.7475	40.00	4,379.80	113,874.68
	250	2	55.8423	40.00	4,467.38	116,152.00
	250	3	56.9590	40.00	4,556.72	118,474.75

**APPENDIX F - INSERT UPDATED CHARTS FROM TOWN
INSURANCE BENEFIT PLAN MATRIX**

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

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

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

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

STATE MANDATES are excluded from the OAP Preferred (PPO), OAP Plan & OAP Plus but are included in the OAP Basic.
 INFERTILITY: Coverage is subject to a \$5,000 lifetime maximum for OAP Plan, OAP Plus, & OAP Basic; Unlimited for OAP Preferred (PPO).
 ELIGIBILITY: Dependent children to age 25 for ALL plans; effective July 1, 2010 dependent children covered to age 26 for medical and prescription plans due to the passing of the Health Care Reform Act of March 30, 2010.
 PREVENTIVE CARE AGE BASED SCHEDULE: All ages one exam per year.
 DISCLAIMER: This Matrix is an illustration of the Basic elements of the Health benefits offered by the Town of Manchester as found in more detail in the Summary Plan Document on file in the Human Resources Department.

07/01/2016

BENEFIT	High Deductible Health Plan/ Health Savings Account	BENEFIT	High Deductible Health Plan/ Health Savings Account
Costshares		Inpatient Hospital	
	Deductible - \$2,000/\$4,000	General/Medical/Surgical/	Covered 100% after plan deductible met
	Coinsurance - 100% after plan deductible met for in network services	Maternity (Semi-private)	
	\$4,000/\$8,000 out of pocket maximum	Ancillary Services	Covered 100% after plan deductible met
	Coinsurance - 80% after plan deductible met for out of network services	Medication, Supplies	
	Employer Contribution	Psychiatric	Covered 100% after plan deductible met Unlimited days
	\$1,000 single coverage		
	\$2,000 double or family coverage	Substance Abuse/Detox	Covered 100% after plan deductible met Unlimited days
	Lifetime Maximum In-Network - Unlimited	Skilled Nursing/Rehabilitation	Covered 100% after plan deductible met
	Lifetime Maximum Out-Of-Network - Unlimited	Facility	Covered up to 180 days per calendar year
Preventive Care		Hospice	Covered 100% after plan deductible met
Pediatric	Covered		
		Outpatient Hospital	
Adult	Covered	Outpatient Surgery	Covered 100% after plan deductible met
		Facility Charges	(Prior Authorization Required)
Hearing	Covered	Diagnostic Lab & X-ray	Covered 100% after plan deductible met
	Screening part of physical exam		
Gynecological	Covered	Pre-Admission Testing	Covered 100% after plan deductible met
Medical Services		Other Services	
Medical Office Visit	Covered 100% after plan deductible met	Durable Medical Equipment	Covered 100% after plan deductible met

Outpatient PT/OT/ST/Chiro.	Covered 100% after plan deductible met	Prosthetics	Covered 100% after plan deductible met
	60 Combined Days	Home Health Care	Covered 100% after plan deductible met
	per calendar year per member		Unlimited days
			(Prior Authorization Required)
Allergy Services	Covered 100% after plan deductible met	Vision	Covered 100% after plan deductible met
			Covered once every 24 months
Diagnostic Lab & X-ray	Covered 100% after plan deductible met		
		Prescriptions	Rx copays apply after the deductible is met
Inpatient Medical Services	Covered 100% after plan deductible met	(Coverage through Cigna)	\$5/\$20/\$30 effective 7/1/2016
			\$5/\$20/\$35 Effective 7/1/2017
			Three Tier Formulary RX Rider
Surgery Fees	Covered 100% after plan deductible met		
		* All benefits listed are for In-Network. For Out-of-Network benefits, please refer to your Employee Benefit Summary.	
Office Surgery	Covered 100% after plan deductible met		
		** Plan is Non-Gatekeeper. No referrals are required. No primary care physician is required.	
Outpatient MH/SA	Covered 100% after plan deductible met		
		INFERTILITY: Coverage is subject to a \$5,000 lifetime maximum	
Emergency Care			
Emergency Room	Covered 100% after plan deductible met		
		ELIGIBILITY: Effective July 1, 2010 dependent children covered to age 26 for medical and prescription plans due to the passing of the Health Care Reform Act of March 30, 2010.	
Urgent Care	Covered 100% after plan deductible met		
Ambulance	Covered 100% after plan deductible met		

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (the "Agreement") is made by and between the Town of Manchester (the "Town") and Local 1579, International Association of Firefighters, AFL-CIO (the "Union") as it relates to the two (2) employees identified below.

Whereas, the 2019-2023 collective bargaining agreement, allows employees who remain on the OAP Plus or OAP Basic plans through June 30, 2022 to maintain those plans in retirement as set forth in the collective bargaining agreement, so long as they are eligible for retiree health insurance benefits and retire on or before June 30, 2022;

Whereas, as part of the discussions leading to the ratification of the 2019-2023 collective bargaining agreement, the parties discussed whether the five (5) individuals identified below, in recognition of their length of service and inability to build up their health savings accounts, could receive the OAP Plus or OAP Basic plans in retirement if they retired after June 30, 2022;

Whereas, the Town and Union signed an agreement to extend the 2019-2023 contract by two years with an agreement in July 2023;

Now, therefore, and notwithstanding any conflicting terms of the 2019-2023 collective bargaining agreement and, its two-year extension, the parties agree as follows:

1. So long as they remain on the OAP Plus or OAP Basic plans and do not switch back and forth with the HDHP/HSA between now and their retirement date, the Town will allow the following employees to maintain either the OAP Plus or OAP Basic plan in retirement as set forth in the collective bargaining agreement:
 1. Michael Lambert
 2. Gordon MacMillan
 3. Jason Mikalonis
 4. Jeffrey Sneller
 5. Michael Tomkunas

2. Consistent with the Two Year Extension of the 2019-2023 Contract, the employee cost share for health insurance premiums will stay at the percentage the above mentioned employees were paying as of June 30, 2023.


3. This Agreement will not create a practice or precedent between the parties. In addition, this Agreement will not be used by either party in any other matter, except to enforce it terms.

The Town of Manchester

Local 1579, IAFF, AFL-CIO



7-21-2023



7-21-2023

Its Authorized Agent

Date

Its Authorized Agent

Date

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (the "Agreement") is made by and between the Town of Manchester (the "Town") and Local 1579, International Association of Firefighters, AFL-CIO (the "Union") as it relates to the Master Mechanic position.

Whereas, as part of the merger between the Eighth Utilities District and Town of Manchester, the Town Fire Department will now employ a Master Mechanic position.

Whereas, both the Town and Union wish to formally incorporate this position into the collective bargaining contract,

Whereas, the Town and Union, have signed a two-year extension to the 2019-2023 collective bargaining agreement on July 21, 2023.

Now, therefore, and notwithstanding any conflicting terms of the 2019-2023 collective bargaining agreement and, its two-year extension, the parties agree as follows:

1. The Master Mechanic Position salary grade schedule will mirror the T250 Job Class Code (Fire Lieutenant) will include three steps.
 - a. Step 1- 90,509.31
 - b. Step 2- 94,819.2
 - c. Step 3- 99,130.58
2. The Town will formally update the contract salary schedule within 45 days of the signing of this MOA.
3. Jason Smith, the incumbent Master Mechanic, who is already being paid at the top step, will be placed at the top step (Step 3) of this Job Class.

The Town of Manchester



Its Authorized Agent

7-21-2023

Date

Local 1579, IAFF, AFL-CIO



Its Authorized Agent

7-21-2023

Date