

COLLECTIVE BARGAINING AGREEMENT

Between the
TOWN OF SUFFIELD
and the
SUFFIELD FIRE FIGHTERS ASSOCIATION
I.A.F.F. Local 3565

Effective July 1, 2021 through June 30, 2024

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PREAMBLE

This Collective Bargaining Agreement between the TOWN OF SUFFIELD, hereinafter referred to as "the Town" and the SUFFIELD FIRE FIGHTERS ASSOCIATION, hereinafter referred to as the "Union," is designed to promote and maintain a harmonious relationship, along with a peaceful and equitable procedure for the resolution of differences.

ARTICLE I RECOGNITION

Section 1.1 The Town recognizes the Union as the sole and exclusive bargaining agent for the purposes of collective bargaining on matters of wages, hours of employment, and other conditions of employment, for all full-time paid fire fighters working for the Town of Suffield, in accordance with the Consent Agreement filed with the Connecticut State Board of Labor Relations.

ARTICLE II MANAGEMENT PREROGATIVES

Section 2.1 Except where such rights, powers, and authority are specifically relinquished, abridged, or limited by the provisions of this Agreement, the Town has, and will continue to retain, whether exercised or not, all the rights, powers, and authority heretofore had by it, and except where such rights, powers, and authority are specifically relinquished, abridged, or limited by the provisions of this Agreement, it shall have the sole and absolute right, responsibility, and prerogative of management of the affairs of the Town in the direction of the working force, including but not limited to the following:

2.1.1 To determine the care, maintenance, and operation of the equipment and property used for and on behalf of the purposes of the Town;

2.1.2 To establish or continue policies, practices, and procedures for the conduct of Town business and, from time to time, to change or abolish such policies, practices, or procedures;

2.1.3 To discontinue processes or operations, or to discontinue their performance by employees;

2.1.4 To select and to determine the number and types of employees required to perform the Town's operations;

2.1.5 To employ, transfer, promote, or demote employees, or to lay off, terminate, or otherwise relieve employees from duty for lack of work or other legitimate reasons when it shall be in the best interest of the Town or an individual department;

2.1.6 To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the Town, provided such rules and regulations are made known in a reasonable manner to the employees affected by them;

2.1.7 To ensure that incidental duties connected with department operations, whether enumerated in job descriptions or not shall be performed by employees;

2.1.8 To establish contracts or subcontracts for municipal operations provided that this right shall not be used for the purpose or intention of undermining the union or of discriminating against its members;

2.1.9 The employer will not exercise the rights in a manner inconsistent with the contract.

ARTICLE III VACATION LEAVE

Section 3.1

If you have:	You will be credited with the following number of vacation hours annually on your anniversary date of service:
*Six months to 1 year of service	40 hours
At least 1 year of service	80 hours
At least 5 years of service	120 hours
At least 8 years of service	160 hours
At least 20 years of service	200 hours

* In the first year of employment, 5 work days of earned vacation may be taken upon completion of the first 6 months of service. The overall earned vacation for the first year of employment shall not exceed 10 days.

Employee's anniversary date of employment will govern the accrual, usage and carryover date for purposes of vacation.

Section 3.2 Anniversary date shall be on the employee's date of hire.

Section 3.3 The following employees shall not be entitled to vacation pay:

3.3.1 Those discharged for just cause.

3.3.2 Those laid off for lack of work who refuse to accept recall.

3.3.3 Those on unpaid leave of absence.

Section 3.4 Employees may take their vacation leave in accordance with schedules established by the administration of the fire department. The administration may, however, limit the number of employees on vacation at any one time because of the operating requirements of the department. In the event there is a conflict concerning the choice of vacation weeks between the employees, the administration shall give preference on the basis of greatest length of service.

Section 3.5 For the purposes of computing vacation leave, only dismissal and unpaid leave of absence of more than thirty (30) days will break the continuity of service except for employees on unpaid family or medical leave. Other leave will not deter vacation leave accrual during such leave. Vacation leave shall not be granted to employees with less than six months of service. However, upon completion of six months service, employees shall have their accrual of such leave computed from the date of their original appointment.

Section 3.6 There shall be no accumulation or carryover of unused vacation time from year to year without approval of the Fire Chief. The maximum amount of vacation time that may be carried over from one year to the next shall be forty (40) hours. Employees who are terminated or laid off, or who resign, shall not be entitled to pay for unused vacation time. If an employee elects to be paid out up to 40 hours of unused accrued vacation leave, it will be paid out at 50% paid out at the rate of pay applicable when the vacation time was earned.

Section 3.7 Employees shall notify the Chief, on an approved form, of their request for vacation leave at least two weeks in advance. The Chief may make an exception in the case of illness or a bona fide emergency.

Section 3.8, Employees shall submit to the Chief, on an approved form, the vacation leave they plan on taking off up to the end of the present anniversary year. Because July 1 will no

longer operate as the cutoff date for usage of vacation time, all earned vacation time that is unused at the end of the anniversary year will be forfeited unless the employee has been approved to carry over time by the Fire Chief pursuant to Section 3.6. In the event an employee has been unable to use his/her time during an anniversary year due to illness or injury, the time will either be carried over or paid out, at the sole discretion of the Fire Chief.

ARTICLE IV HOLIDAYS

Section 4.1 Subject to the provisions below, all bargaining unit employees will be granted leave with pay in observance of the following thirteen (13) holidays:

New Year's Eve Day	Labor Day
New Year's Day	Columbus Day
Martin Luther King Day	Veteran's Day
President's Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Christmas Day
Independence Day	

Section 4.2 All bargaining unit members shall be paid for eight (8) hours at the straight time rate for the holiday in the pay period in which the holiday falls. If the employee is on vacation leave or sick leave, no charge will be made against the employee's vacation or sick leave for the holiday.

Section 4.3 Holidays shall be based upon an eight (8) hour shift. If a holiday falls on an employee's scheduled shift longer than eight hours, the holiday shall cover the entire shift.

Section 4.4 Employees who request a holiday off shall make note on the duty roster at least two weeks in advance of a holiday.

Section 4.5

When a bargaining unit member is scheduled to work on a holiday they shall receive 1.5x their normal hourly rate of pay for any hours actually worked on the holiday (holiday as

defined in section 4.1), except on Christmas and Thanksgiving when employees shall receive 2x their normal rate of pay.

ARTICLE V SICK LEAVE

Section 5.1 Each employee shall be granted ten (10) sick days per year, which shall not be cumulative.

The Town shall compensate each bargaining unit member for one-half of the sick days authorized under this provision but not used by the employee. The Town shall compensate each employee for one-half of the unused days in accordance with the following:

Compensation shall be at the rate of pay in effect during the contract year when the days were earned.

Compensation shall be provided thirty (30) days after the end of the anniversary year during which the days were earned.

- a. All employees shall be covered by a Short Term Disability (STD) and Long Term Disability (LTD) Plan which shall be administered by the Town and paid for by the employees. Payment shall be made through payroll deductions upon the written authorization of each employee on a form entitled "Authorized for Short Term Disability and Long Term Disability Plan Premiums Deductions." The parties agree that, just as Union dues or any agency fee are treated as a condition of employment, the STD and LTD deductions also shall be treated as a condition of employment. Each employee shall be compensated a gross monthly dollar amount, which amount shall be equal to the gross dollar amount of his portion of the monthly premium for his coverage under this section. Since that dollar amount shall be subject to state/federal withholding, any difference needed to pay the full premium amount shall be deducted from the remaining portion of the employee's paycheck. If, as a result of tax law revisions, STD/LTD benefits become taxable income, despite the fact that the premiums are being paid through employee payroll deductions, then the parties agree to reopen the provisions regarding the method by which premiums are paid.
- b. STD benefits shall be payable on the first day of a non-job related injury or on the eighth day after the onset of an illness, whichever is applicable. Upon request of the

- Department Head, verification of such injury or illness shall be provided (in connection with sick pay or disability insurance benefits).
- c. STD benefits shall continue for up to twenty-six (26) weeks for each separate occurrence of illness or injury per fiscal year up to a \$1,000 cap. STD benefits shall consist of sixty percent (60%) of the employee's regular weekly wage plus sixty percent (60%) of the employee's average scheduled overtime for the three full calendar months previous to the leave.
 - d. LTD benefits shall become payable if total disability continues beyond twenty six weeks (at which point STD benefits shall cease). LTD benefits shall consist of sixty percent (60%) of the employee's regular weekly wage (not to include scheduled overtime or any other compensation). LTD benefits shall continue for the period of covered disability until the employee is no longer disabled under the terms of the policy, is deceased, or reaches a normal retirement date, whichever comes first.
 - e. It is agreed that STD and LTD benefits shall be payable and administered in accordance with the carrier's policy. There shall be no change in benefit payments made without prior negotiations with the Union. However, any administrative changes that do not significantly affect the employees shall not require prior negotiations with the Union.
 - f. The parties agree to reopen the STD/LTD provisions of the Agreement if the premiums increase in cost by 50% or more, or if unforeseen administrative problems arise (in which case negotiations shall focus on those "problems"). In the absence of such an increase or such unforeseen administrative problems, the parties agree to "lock-out" any negotiations of the STD/LTD provisions of the Agreement for the duration of this Agreement and for six additional years thereafter, subject to an insurer's willingness to continue coverage. If no carrier is willing to insure the STD/LTD program, then the parties agree to reopen the STD/LTD sections of the agreement and commence negotiations of said sections at their earliest mutual availability. While said negotiations are pending, the Town agrees to grant any employee who incurs a non-job related illness or injury which would have otherwise been covered by the STD/LTD program a maximum of 150 paid sick days to cover the absences necessitated by reason of such illness or injury. Said sick days may not be accumulated by any employee and no employee shall be entitled to any payout for said sick days (i.e., at the end of the year, or upon any type of separation from employment).
 - 1. Employees shall receive credited service for Pension Plan purposes for any period of time in which they receive STD benefits, so long as they continue to make their pension contributions during such period, according to the requirements set forth by the Town Retirement Commission. The basis used for determining the employee contribution will be used in the calculation of final average pay.

2. Employees shall not receive credited service for Pension Plan purposes for any period of time in which they receive LTD benefits and such period of time shall not be used in calculating the employee's average final compensation.
 3. It is understood that once an employee satisfies the eligibility for benefits requirements under the Pension Plan or the LTD policy, benefits may be payable in accordance with said plan or policy regardless of whether actual employment is terminated.
- g. The Town shall provide job security for each employee while that employee is on short-term disability and/or long-term disability for a period up to twelve (12) months or equal to the illness whichever is less.
 - h. The Town shall make reasonable efforts to encourage the short-term disability/long-term disability insurance carrier to provide payment within two weeks. Both parties acknowledge that the payment schedule is subject to carrier approval.
 - i. The Town will amend the short-term disability/long-term disability plan to cover employees whose regular schedule is 25 or more hours per week.

Section 5.2 An employee absent on account of illness or injury shall notify the Chief one hour in advance of the scheduled reporting time. Failure to do so will result in denial of sick leave with pay for the period of absence.

Section 5.3 Each absence must be supported by a physician's statement if the absence exceeds three (3) scheduled days, unless the illness or injury is of such a nature that the Chief or his designee waives the furnishing of a physician's statement. The Department reserves the right to require a doctor's certificate before permitting an employee who is on sick leave to return to work.

ARTICLE VI BEREAVEMENT LEAVE

Section 6.1 An employee shall be entitled to four (4)-working days off with pay if a death occurs in his or her immediate family. "Immediate family" is defined as wife, husband, mother, father, son, daughter, mother-in-law, father-in-law, brother, sister, and relatives who are living in the employee's household.

Section 6.2 Permission may be granted by the Fire Chief for one additional day.

ARTICLE VII HOURS OF WORK

Section 7.1 The work week shall start on Monday at 7:00 a.m. and continue for seven consecutive days.

Section 7.2

Shifts will be as designated by the Fire Chief in consultation with the Union President.

Section 7.3 The Chief shall have the right to require employees to work over their normal forty (40) hour work week as necessary to provide adequate coverage and safety to the residents of the Town. Generally, overtime shall be offered and distributed as equally as practicable among employees. The Chief shall keep and maintain the overtime list.

Section 7.4 Employees shall not work over their normal forty (40) hours per week unless authorized by the Chief or his designee. However, employees may respond to calls when they are alerted by tones.

Section 7.5 Vacancies on work shifts are to be filled as follows:

7.5.1 Full-time employees shall have preference on call-in for shift vacancies caused by vacations, holidays, personal days, training days and sick days.

7.5.2 Full-time employees shall have preference for all outside work that requires any firefighter duties such as fire watches or fire standbys required by the Fire Department of the Town of Suffield.

Section 7.6 The Chief reserves the right not to fill vacant shifts caused by employees taking time off.

Section 7.7 Hours worked in excess of forty (40) hours per week shall be compensated at one and one-half the employee's regular hourly rate of pay. Sick leave shall count as hours worked for overtime purposes.

Section 7.8 Off-duty bargaining unit members shall be paid a minimum of two (2) hours for being called in to perform Fire Marshal work or to respond to calls in accordance with Section 7.4 above. The Fire Chief reserves the right to require employees to perform additional duties during the two-hour period.

ARTICLE VIII

FAMILY, MEDICAL, AND PREGNANCY LEAVE

Section 8.1 Employees will be entitled to family and medical leave in accordance with the Federal Family Medical Leave Act.

ARTICLE IX

PERSONAL LEAVES WITHOUT PAY

Section 9.1 Upon completion of the probationary period and upon recommendation by the Fire Chief, an employee may be granted leave without pay for a specified period of time.

Section 9.2 At the expiration of such leave, the employee shall return to the same position or to a similar position with comparable compensation.

Section 9.3 Failure of the employee to report promptly at the expiration of such leave shall be considered a resignation.

Section 9.4 Personal leave without pay in excess of thirty (30) calendar days shall constitute a break in service. During leave without pay in excess of thirty (30) days, benefits shall not accrue nor be paid.

ARTICLE X

PROBATIONARY PERIOD

Section 10.1 New employees shall be considered probationary during their first year (12 months) of employment. During such probationary period, employees shall not obtain seniority rights under this Agreement, and such probationary employees will be subject to discipline or discharge by the Town, without access to the grievance procedure contained herein. At the successful completion of the probationary period, seniority shall be retroactive to the commencement of employment.

ARTICLE XI MILITARY LEAVE

Section 11.1 Military leave will be granted in accordance with state and federal law.

Section 11.2 Military leave will not be charged to the employee's vacation.

ARTICLE XII PAID PERSONAL LEAVE

Section 12.1 Employees shall be permitted absences without loss of pay and without deduction from sick leave accumulation up to a total of not more than five (5) days in any year to conduct personal business which cannot be conducted during the employee's normal working hours. Both parties acknowledge that personal leave is intended for the limited situations which are not under the control of the applicant but which make such absence from service necessary. Some examples of approvable requests would be those involving court appearances, closing of homes, or graduation of a relative.

Section 12.2 An employee requesting personal leave for any of the reasons specified above must notify the Chief or his designee as soon as practicable, but in no event less than forty-eight (48) hours prior to taking such leave (except in cases of emergency), giving the reasons for his contemplated absence.

Section 12.3 Personal leave will ordinarily not be granted the day before or the day following a holiday or vacation, except in the case of death or serious illness in the family. Personal leave days shall be available to employees who have completed their probationary period.

Section 12.4 Personal leave shall be used by the employee's anniversary date and shall not be cumulative.

Section 12.5 Earned personal leave not used shall be paid to the employee at the end of their anniversary year.

ARTICLE XIII

GRIEVANCE PROCEDURE

Section 13.1 A grievance shall mean a complaint by an employee who believes there is a violation or misinterpretation, or misapplication of a specific provision of this Agreement.

Section 13.2 Any grievance not presented in writing for disposition, through the grievance procedure set forth below, within ten (10) days of the time the grievant knew or reasonably should have known of their occurrence, whichever comes later, or any grievance not appealed within the specified time limits, shall not thereafter be treated or processed as a grievance under this Agreement. Failure of the administration at any step to communicate their decision to the aggrieved within the specified time limits shall permit the grievant to proceed to the next step.

Step 1 The aggrieved person shall submit their grievance, in writing, to the Fire Chief or his designee within ten (10) days of the event giving rise to the grievance. The Fire Chief shall respond to the grievant or the Union, as the case may be, within ten (10) days of receipt of the grievance.

Step 2 If the grievance is not resolved to the satisfaction of the employee or the Union at Step 1, the grievance may be submitted to the First Selectman within seven (7) days of receipt of the Fire Chief's decision. The First Selectman may hold a hearing with the aggrieved but in any event shall respond to the grievance within ten (10) days.

Step 3 If the grievance is not resolved to the satisfaction of the employee or the Union at Step 2, the grievance may be submitted to the State Board of Mediation and Arbitration within seven (7) days of receipt of the decision from the First Selectman. The decision of the arbitrators shall be final and binding upon both parties. The arbitrators shall be bound by and must comply with all of the terms of this Agreement and shall have no authority to amend, modify, or revise the conditions contained herein.

ARTICLE XIV

UNION BUSINESS LEAVE

Section 14.1 One member of the Union may be designated to process grievances and such member shall be granted leave of duty with full pay while engaged in processing said grievances at each step of the procedure through arbitration.

Section 14.2 One or more members of the Union may be granted leave of absence from duty with full pay to attend annual conventions or other Union business, but said employee(s) shall not be granted or entitled to reimbursement from the Town for any expenses incurred in travel or otherwise. Such leave shall not exceed a total of five (5) days per year.

ARTICLE XV NO DISCRIMINATION

Section 15.1 The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination because of race, color, religion, national origin, age, sex, disability, or any other protected classification under state or federal statute.

ARTICLE XVI DISCIPLINE

Section 16.1 All disciplinary action shall be applied in a fair and equitable manner and shall be consistent with the infraction for which disciplinary action is being applied. No non-probationary employee shall be disciplined or terminated without just cause.

Section 16.2 All suspensions and discharge must be given in writing with reasons stated and a copy given to the employee and the Union at the time of the suspension or discharge.

Section 16.3 Procedures for disciplinary action shall be governed by Standard Operating Procedures of the Suffield Fire Department.

ARTICLE XVII WAGES

Section 17.1 The wage rates for all employees covered by this collective bargaining agreement shall be set forth in Appendix A attached hereto. The Town may establish a bi-monthly pay schedule instead of the current bi-weekly pay schedule provided however that

other bargaining units (Police, Town Hall, Highway and Library) agree to the same pay schedule.

Section 17.2 The regular job duties of Firefighter I and Firefighter II shall continue to include supervisory functions to the extent they have performed such duties in the past. If supervisory functions increase substantially in the future, the union and the Town shall meet to discuss establishment of a new classification and/or rate of pay to reflect the extensive changes made in the duties of the position. Unless otherwise mutually agreed to, rate adjustments, if any, shall be effective at the start of the next fiscal year.

ARTICLE XVIII INSURANCE & PENSION

Section 18.1 The Town agrees to provide the following program of medical, hospital and dental insurance for all full-time employees (regularly scheduled to work a minimum of twenty (20) hours per week) and their enrolled dependents, including medical and prescription coverage for dependents through age 26 in compliance with federal law and dental coverage for dependents in higher education programs until age 23 at the following rates:

- Dental Insurance Employee Premium Cost Share:
 - o Effective July 1, 2021 – nineteen percent (19%)
 - o Effective July 1, 2022 – twenty percent (20%)
 - o Effective July 1, 2023 - twenty-one (21%)
-
- For the High Deductible Health (HDHP):
 - o Effective July 1, 2021 – fourteen percent (14%)
 - o Effective July 1, 2022 – fifteen percent (15%)
 - o Effective July 1, 2023 - sixteen percent (16%)

Section 18.2 The Town may substitute an alternative medical and dental plan from time to time, but not more than once in any calendar year through competitive bidding. However, covered services and benefits shall not be reduced by any such change in plan or carrier, and there shall not be any loss due to pre-existing condition. Any change in insurance carrier or

substitute insurance plan shall be reasonably comparable and have a high quality network. Such change in carrier or plan shall be discussed with the bargaining unit prior to implementation.

Section 18.3 Employees under age 65 shall be required to enroll in the High Deductible Health Plan design as outlined below:

High Deductible Health Plan (HDHP)

Health Savings Account \$2,000/\$4,000

Non- Gatekeeper

In-Network

\$2,000/\$4,000 Deductible* - Plan Year

100% Co-insurance, after deductible

\$2,000/\$4,000 out of pocket max

\$0 Wellness, deductible waived

Out-of-Network

\$2,000/\$4,000 Deductible

80%/20% Co-insurance, after deductible

\$4,000/\$8,000 out of pocket max

In Network Prescription Benefits

Rx \$0 after deductible - unlimited max

Mail Order \$0 after deductible

*HDHP - Annual HSA Funding - 40%

Employer funds individual HSA \$800

Employer funds 2 person & family \$1600

Regular Fees/Incentives - Town Pays

Cost Savings Measures: effective July 1, 2023

Rx co-pay after deductible \$5/\$30/\$45

Rx co-pay after deductible mail order \$5/\$60/\$90

Accredo Specialty Pharmacy: Mandatory mail order for certain specialty drugs to treat cancer and diseases like Parkinson's.

Care Management: Pre-certification required for in-patient admissions and certain outpatient procedures including outpatient surgery.

ASH Medical Management: Authorization required after five (5) visits for physical therapy, occupational therapy and chiropractic care (NOTE: this provision may only be implemented by the Town after all bargaining units approve it).

One half of the Town's portion of the deductible shall be deposited into employee HSA accounts on or about the first payroll in January of each year and one half of the Town's portion of the deductible shall be deposited into employee HSA on or about the first payroll in July of each year. The Town will pay all fees related to initial account set up as well as maintenance fees for basic online statement and services. Any additional bank-generated fees for voluntarily selected items such as a lost card or a paper statement shall be paid by the employee.

Flex Dental Plan shall consist of the following key provisions:

Deductible \$50 Individual, \$150 Family (waived for Preventive Care, Applies to Type II Basic Care and Type III Major Care only)

Maximum \$1000 per person per calendar year

Orthodontia Rider \$1000 per Lifetime Maximum

Dependent Children Maximum-Age-Limit 19, 23 if student

Section 18.4 The Town of Suffield shall provide the medical insurance for employees and dependents of such employees as set forth in this Article, as amended, who retire because of job connected total disability (regardless of years of service), reduced by benefits available under all parts of Medicare.

Section 18.5 For those employees hired on or before June 30, 2007 who have reached 10 years of accredited service and age 50 and who have retired on a normal retirement, the Town shall pay the medical premium cost of retiree and his/her legally married spouse, if

any, at the time of employee's retirement reduced by benefits available under all parts of Medicare, according to the following schedule:

Years of Accredited Service	Premium Paid
15 – 20	50%
21 – 25	75%
Over 25	100%

Section 18.6 Employees with less than 10 years accredited service or under the age of 50 may be carried on such policies if the retiree pays the full cost of such coverage. This payment schedule shall be effective only for employees who are hired after June 30, 1990 and before June 30, 2007.

Section 18.7 When a retiree or spouse becomes eligible for Medicare, the employee or spouse must enroll in Medicare and the Town will provide Medicare Supplement Plan F with prescription coverage at \$10/\$20/\$40 with the premium of such supplement shared in accordance with the above schedule.

Employees hired on or after July 1, 2007 who are participating in the medical insurance plan as provided in 18.3 at the time of retirement and who have reached 25 years of accredited service, he/she and spouse may be carried on such policies if the retiree pays fifty percent 50% of the premium.

The Town's contribution toward the deductible for retirees participating in the High Deductible Plan until age 65 shall be thirty five percent (35%) of the applicable deductible.

Section 18.8 Life Insurance: \$50,000 for employees only, with double indemnity for accidental death and dismemberment.

Section 18.9 The provisions of an ordinance establishing a Pension Plan for Town employees, enacted by vote of the special town meeting for the Town of Suffield on June 29, 1961, as amended, are made part of this agreement, together with such amendments to said ordinance as may have been made during the term of this agreement.

For employees hired on or after July 1, 2016, the Town will provide a Defined Contribution Plan for retirement purposes. Employees will be required to contribute a minimum of five percent (5%) of the employee's annual base salary and may contribute up to the maximum

allowed by law. The Town will match the employee's contributions at 100% to a maximum amount equal to seven percent (7%) of the employee's annual base salary. Employees must be employed for at least five years before they "vest" in the Defined Contribution Plan, i.e. are entitled to the Town's contributions in the event employment is terminated.

Section 18.10 The pension Plan is amended further to provide the following:

- a. The employee participant contribution provided in Section 2-110(h) of the Plan shall be increased to 6% of monthly earnings effective July 1, 2001.
- b. For employees who retire after the effective date of this agreement, the monthly-accrued benefit provided in Section 2-105(a) shall be equal to 2.25 percent of the participant's average monthly earnings multiplied by his/her credited service.

ARTICLE XIX

UNIFORMS

Section 19.1 Work uniforms shall consist of clothing articles as defined in the Standard Operating Procedures of the Suffield Fire Department, which shall also govern wearing of the uniform.

Section 19.2 The Town shall provide and replace due to damage incurred in the performance of duty the following work uniform items required for full-time employees: Shirts, neckties, pants, footwear (capped at a cost of up to \$300.00 per annum unless replaced due to damage within the same fiscal year), and coats. The Town shall provide cleaning reimbursement for required uniforms for full-time employees.

Section 19.3 While in uniform, members are representing the Fire Department and the Town and shall act in a manner becoming the uniform and shall conduct themselves accordingly.

Section 19.4 The Town shall reimburse an employee for the documented cost of repair or replacement of eyeglasses, dentures, watch, or other personal equipment (other equipment is at the sole discretion of the Fire Chief) not to exceed \$200 or the actual cash value of such

items, whichever is less, when such item is damaged or destroyed in the line of duty and not through the negligence of the employee.

Section 19.5 The Town shall provide employees yearly or as needed with:

- 2 blue button-down dress shirts
- 3 pairs of navy blue pants
- 3 pairs of navy blue shorts
- 2 long sleeve navy blue Fire Department tee shirts
- 5 short sleeve navy blue Fire Department tee shirts
- 3 navy blue polo shirts with collar, including name/insignia
- 1 navy blue Fire Department sweatshirt
- 1 winter jacket (as needed)
- 1 black belt (as needed)

ARTICLE XX DURATION

Section 20.1 This Agreement shall become effective July 1, 2021 and shall be in full force and effect through June 30, 2024. There shall be no alteration, variation, nor amendment of the terms and conditions of this Agreement unless made and agreed to in writing by both parties. Any agreement must be ratified by the union membership and the Board of Selectmen.

Section 20.2 If there is any previously adopted policy, rule, or regulation of the Town, or any practice between the parties which is in conflict with any provision of this Agreement, this Agreement will prevail.

Section 20.3 This Agreement contains the full and complete agreement between the parties and nullifies all existing past practices.

ARTICLE XXI

TRAINING

Section 21.1 On Duty Training: The Fire Chief shall schedule all on duty training. During On Duty training, members shall remain available for emergency response.

Section 21.2 Off Duty Training: When an employee is required by the Fire Chief to attend off duty training, the employee shall be compensated per Article 7, Section 7.7 of this agreement. If the employee is required to return for training after leaving work, the employee shall be paid a minimum of two hours at time and one-half.

Section 21.3 Mandatory Training shall be scheduled and documented by the Fire Chief. Mandatory training shall include by not necessarily be limited to the following:

- i. Emergency Medical Responder
- ii. Hazardous materials training to the level provided by the Department as required by OSHA.
- iii. Other courses in Fire Fighting, Rescue and Emergency Medical Services, which are applicable to the work performed by employees, at the discretion of the Fire Chief.

Section 21.4 Elective Training: Subject to prior approval by the Fire Chief, the Town shall pay the cost of training and provide coverage for on duty members of the Fire Department who participate in and successfully complete certification courses, seminars, or conferences in Fire, EMS, and/or other related subjects, which courses or subjects are designed to increase the employee's proficiency in his/her present or future assignment within the Fire Department.

Section 21.5 Tuition Reimbursement: The Town shall contribute up to \$1,000 per full-time employee per calendar year toward tuition for members of the Bargaining Unit who elect to, participate in and receive a grade of B or better in courses in Fire Technology, Fire Administration, EMS and other related subjects at an accredited school or college (excluding the CT Fire Academy), which courses or subjects are designed to increase the employee's proficiency in his/her present or future assignment within the Fire Department, subject to prior approval by the Fire Chief.

Section 21.6 Any bargaining unit member who is part of a specialized team (i.e. urban search and rescue, dive team etc.) shall be permitted leave for training or activation

provided the member is responsible for the use of his/her own time or swap process to cover their scheduled shifts.

TOWN OF SUFFIELD



COLIN MOLL
FIRST SELECTMAN

10/18/2022
DATE



ZACHARY LOUIS
SUFFIELD FIRE FIGHTERS ASSOCIATION
I.A.F.F. LOCAL 3565

10/18/2022
DATE

APPENDIX A

GWI:							
7/1/2021							
2.75% Increase retro							
CLASSIFICATION	Probation	STEP I	STEP II	STEP III	STEP IV	STEP V	Step VI
Firefighter	\$27.66	\$28.23	\$28.78	\$29.41	\$30.89		
Senior Firefighter						\$32.43	\$34.05
Lieutenant	\$35.39						
Captain	\$37.25						
7/1/2022							
2.5% Increase							
CLASSIFICATION	Probation	STEP I	STEP II	STEP III	STEP IV	STEP V	Step VI
Firefighter	\$28.35	\$28.94	\$29.50	\$30.14	\$31.66		
Senior Firefighter						\$33.24	\$34.90
Lieutenant	\$36.27						
Captain	\$38.18						
7/1/2023							
2.5% Increase							
CLASSIFICATION	Probation	STEP I	STEP II	STEP III	STEP IV	STEP V	Step VI
Firefighter	\$29.06	\$29.65	\$30.24	\$30.90	\$32.45		
Senior Firefighter						\$34.07	\$35.77
Lieutenant	\$37.17						
Captain	\$39.13						

All new hires must have Firefighter I, Firefighter II and EMT-B certifications in accordance with CT Fire Academy Certification levels.

Probation 0-1 year of service all probationary Firefighters upon completion of Training Forms (which include all department apparatus, Town Streets, Fire Department Equipment and Department SOPs/SOGs etc.)

Step I (inc 2%) After completion of 1 year of service and all requirements of Probation and CT Fire Academy Pump Operator certification

Step II (inc 2%) After completion of 2 years of service and all requirements of Step I and CT Fire Academy Aerial Operator certification

Step III (inc 2%) > After completion of 3 years of service and all requirements of Step II and CT Fire Academy Core Rescue certificate

Step IV (inc 5%) > After completion of 4 years of service and all the requirements of Step III and Fire Service Instructor I certification*

Step V (inc 5%) > After completion of 5 years of service and all the requirements of Step IV and Fire Officer I certification

Step VI (inc 5%) > After completion of 6 years of service and all the requirements of Step V and Fire Officer II certification

Continuing Education Incentive -Will receive bonus amount each year as long as the required education is maintained

Certified Code Inspection Official and Hazmat Inspection \$1,000 >=8 years

Fire Investigator Official \$500 >=10 years

BOTH CERTIFICATIONS \$1,500

Eligible to be Lieutenant - upon completion of Fire Officer I certification.

Eligible to be Captain -currently holding rank of Lieutenant and completion of Fire Officer II certification.

Eligible to be Chief - 5 years as a Captain and Fire Officer III.

* Any Firefighter grandfathered to remain at Step IV in the Firefighter Classification regardless of the certifications currently held will remain at Step IV, but movement to Step V will require all specified certifications.

NOTE: Volunteer status does not transfer to full time paid firefighter position.

Fire Marshal duties will be removed from the bargaining unit on 1/1/23 or when position is filled whichever comes first. The MOU dealing with Acting Fire Marshal will be effective until 1/1/23 or until position is filled at which point the MOU will expire, whichever comes first.

APPENDIX B

DRUG & ALCOHOL TESTING

The procedures outlined in this Appendix for drug and alcohol testing shall be subject to all other applicable Articles of this Collective Bargaining Agreement between the Town of Suffield and the Suffield Fire Fighters Association.

Section 1: POLICY

The Town of Suffield and the Suffield Fire Fighters Association recognize that illegal drug use by employees would be a threat to the public welfare and the safety of Fire Department personnel. It is the goal of this Policy to eliminate or remedy illegal drug usage through education and rehabilitation of the affected personnel. The use of alcoholic beverages or unauthorized drugs shall not be permitted at the employer's work sites and/or while an employee is on duty, nor shall an employee be under the influence of alcohol or illegal drugs while on duty.

Section 2: INFORMING EMPLOYEES ABOUT DRUG & ALCOHOL TESTING

All employees shall be fully informed of the Fire Department's Drug and Alcohol Testing Policy. Employees will be provided with information concerning the impact of the use of alcohol and drugs on job performance. In addition, the Town shall inform the employees on how the tests are conducted, what the test can determine, the consequence of testing positive for drug use, and any drug or alcohol counseling, rehabilitation, and employee assistance programs that are available. All newly hired employees will be provided with this information during their initial period of training. No employee shall be tested before this information is provided to him/her. All Fire Department employees who hold a supervisory position will be required to attend training which is mutually accepted by the Union and the Town with regard to drug and alcohol use and the physical, behavioral and performance indicators of possible drug and alcohol use that will be used in determining whether an employee is subject to reasonable suspicion testing as outlined in this Appendix.

Section 3: EMPLOYEE TESTING

Any Fire Department officer who has reasonable suspicion to suspect that an employee is under the influence of illegal drugs or alcohol while on duty shall immediately inform the Fire Chief for purposes of confirming the reasonable suspicion. The Fire Chief, shall contact the Union President and/or available Union representative. The Fire Chief, may then order the employee to report to a medical facility to provide urine and/or blood samples for testing.

In the presence of the employee and Union representative, the supervisor shall present the observations establishing the reasonable suspicion for testing. Upon hearing the supervisor's confirmed observations, the employee shall receive a written description of the Drug and Alcohol policy, rights, obligations, and options and shall be presented with the opportunity to immediately self-refer to the employee assistance program. This "self-referral after confrontation" option shall only be available to an individual once in any two (2) year period.

While the observations of the Union representative may be solicited and are relevant in the context

of the joint Employer/Union commitment to addressing the problem of substance abuse, Union representatives will not be expected to give their assent to the decision to require testing or to take other management action.

An employee who does not self-refer into the employee assistance program and refuses to go to a medical facility, after being informed of the observations establishing probable cause and of the requirement for immediate fitness for work examination and provision of blood and urine samples, will be subject to disciplinary action, up to and including discharge.

If requested, the employee shall sign consent forms authorizing:

1. The medical facility to withdraw a specimen of blood and urine.
2. The testing laboratory to release the results of the testing to the medical facility for physician review and to the Employer.

At the employee's discretion, he/she may authorize the same release as defined in (2) to the Union. By signing these consent forms, the employee does not waive any claim or cause of action under the law.

An employee's refusal to sign the release shall constitute a refusal to be examined and tested, subject however, to the following:

An employee who refuses to be examined and tested shall be encouraged to go to the medical facility for this purpose, with the understanding that blood and urine samples drawn will not be tested unless that employee, within twenty-four (24) hours, authorizes that these be tested. If, at the end of this period, the employee still refuses to have the samples tested, the employee will be subject to disciplinary action, up to and including discharge, unless the employee agrees, within the same twenty-four (24) hour period, to self-refer into the employee assistance program.

Any officer who has begun this process by notifying a superior officer that an employee appears to be under the influence of illegal drugs or alcohol shall submit in writing to the Fire Chief a confidential report of the physical, behavioral or performance indicators observed which resulted in that suspicion. Such report shall be made within forty-eight (48) hours of the incident and shall be considered within the scope of said officer's employment. Failure to follow any of these procedures shall result in the elimination of the test results as if no test had been administered. The test results shall be destroyed and no discipline shall be levied against the employee.

Section 4: REASONABLE SUSPICION

"Reasonable Suspicion" means a basis for forming a belief based on specific facts and rational inferences drawn from those facts. Reasonable suspicion shall not be based solely on an observation (for example, an employee has bloodshot eyes). In general, reasonable suspicion exists where one or more of the following occur:

1. A supervisor personally saw the employee consume drugs or alcohol while on duty or on Town property; or
2. A supervisor personally observed signs of drug or alcohol use, such as the odor characteristic of alcoholic beverages on the employee's breath, slurred speech, impaired

coordination when walking, bizarre or irrational behavior, odor of marijuana about the person, etc. and the supervisor believes that the employee is presently under the influence of alcohol or drugs; or

3. An informant who identifies him/herself and is willing to testify, reports to a supervisor that he/she saw the employee use drugs or alcohol while on duty or on Town premises; or
4. An employee is charged with a drug-related arrest.

Paragraphs one through four above are for the purpose of illustration and do not exhaust all possibilities. In general, reasonable suspicion does not exist where:

1. An anonymous letter alleges the employee is a drug user; or
2. A telephone caller who will not identify him/herself, or who is not willing to testify, claims, for example, to have seen the employee smoke marijuana; or
3. The allegation is based on mere rumors within the Fire Department.

Paragraphs one through three above are for the purpose of illustration and do not exhaust all possibilities.

Section 5: CONFIDENTIALITY

Confidentiality must be maintained during the entire process. No individual involved in the process shall reveal any of the details or particulars of any incident to anyone other than is necessary to implement the process or in connection with the any grievance that relates to such an incident. Any violation of this confidence will subject the violator to the most severe disciplinary action. It is also agreed that anyone knowingly bringing false charges against an individual or using this procedure for harassment or personal reasons will be subject to disciplinary action up to and including discharge.

Section 6: SAMPLE COLLECTION

The collection and testing of samples shall be performed only by a laboratory and by a physician or health care professional qualified and authorized to administer and determine the meaning of any test results. The laboratory used shall be one whose procedures are periodically tested by National Institute on Drug Abuse (NIDA), where they analyze unknown samples sent to an independent party.

Collection of blood or urine samples shall be conducted in such a manner, which provides the highest degree of security for the sample and freedom from adulteration. Recognized strict chain-of-custody procedures must be followed for all samples, as set by NIDA. The Union and the Town agree that security of the biological urine and blood samples is absolutely necessary; therefore, the Town agrees that if the security of the sample is compromised in any way, any positive test shall be invalid and may not be used for any purpose.

A split sample shall be reserved in all cases for an independent analysis in the event of a positive test result. The second sample, the "split," exists solely as an added safeguard for an employee who has been notified that he/she has tested positive for drugs. Within seventy-two (72) hours after an employee has been notified by a Medical Review Officer of a confirmed positive drug test, the employee can request that the "split" be sent to another NIDA certified laboratory for analysis. All samples must be stored in a scientifically acceptable preserved manner as established by NIDA. All positive confirmed samples and

related paperwork must be retained by the laboratory for at least six (6) months or for the duration of any grievance, disciplinary action, or legal proceeding, whichever is longer.

Tests shall be conducted in such a manner that an employee's legal drug use and diet does not affect the test results.

Section 7: TESTING PROCEDURES

The laboratory shall test for only the substances and within the limits for the initial and confirmation test as provided within NIDA standards. The initial test shall use an immunoassay, which meets the requirements of the Food and Drug Administration for commercial distribution. The testing shall be done by the selected laboratory and the standards shall be those spelled out in 49 CFR Part 40, page 540 (10-1-93 edition or current equivalent).

Any sample, which has been adulterated or is shown to be a substance other than urine, shall be reported as such. All samples which test positive on a screening test shall be confirmed by gas chromatography mass spectrophotometry or other new and improved procedure. No records of unconfirmed positive tests shall be released by the laboratory.

A Medical Review Officer who is suitably trained to interpret test results shall interview the tested employee to determine that any positive test results are the result of illegal drug use. All results shall be evaluated by the Medical Review Officer prior to being reported to the Fire Chief.

The test results shall not be reported outside of the Fire Department except as is necessary to implement this process.

Section 8: ALCOHOL TESTING

A breathalyzer or similar test equipment shall be used to screen for alcohol use and, if positive, shall be confirmed by a blood alcohol test performed at the laboratory. This screening test shall be performed by a qualified individual or laboratory, utilizing equipment certified by the Connecticut State Police. An initial positive alcohol level shall be above the legal limit as determined by Connecticut Statute. If initial testing results are negative, testing shall be discontinued, all samples shall be destroyed and records of the testing shall not be entered into the employee's file. Only specimens identified as positive on the initial test shall be confirmed using a blood alcohol level. Sample handling procedures, as detailed in Section 6, shall apply. A positive blood alcohol level shall be above the legal limit as determined by Connecticut Statute. If confirmatory testing results are negative, all samples shall be destroyed and records of the testing shall not be entered into the employee's file.

Section 9. RESULTS

Employees will be notified of the results of all screening tests at the earliest appropriate time (to be determined by particular facts and circumstances). Those tests results which do not indicate the presence of a drug or alcohol will be sealed and there will be no indication of testing in the employee's personnel file. The employee who receive a negative report will be immediately returned to duty.

Any test resulting in a positive report will be referred to the First Selectman for a complete investigation. Upon completion of such investigation, if it is found that an employee has used any drug which has not been legally prescribed and/or dispensed, or has abused a legally prescribed drug or has reported for duty under the influence of illegal drugs or alcohol, a report of such shall be prepared. Upon service, the employee against whom such report has been made shall receive a copy of the laboratory test results and shall be subject to disciplinary action. In addition, such employee shall be offered the opportunity to participate in rehabilitation.

The opportunity for rehabilitation (rather than discipline) shall be granted for any employee who is not involved in any drug/alcohol related criminal activity and who voluntarily admits to alcohol or drug abuse prior to testing. Any employee who voluntarily admits to the First Selectman his/her use of or dependence upon illegal drugs or alcohol shall be afforded the opportunity to participate in a mutually acceptable rehabilitation program.

An employee may use any available sick or vacation leave for the period of absence for the purpose of obtaining treatment. All treatment will be at the sole expense of the employee, to the extent not covered by the employee's health benefits plan.

Section 10. RIGHT OF APPEAL

Each employee retains the right to challenge any aspect of the drug testing program in the same manner that he/she may grieve an action in accordance with the Collective Bargaining Agreement.

Section 11. RIGHT OF UNION PARTICIPATION

At any time, the Union, upon request, will have the right to inspect and observe any aspect of the drug and alcohol testing program with the exception of individual test results and Town administrative discussions. The Union may inspect individual test results if the release of this information is authorized by the employee involved.

Section 12: UNION HELD HARMLESS

The Town shall be liable solely for its' legal obligations and costs arising out of the provisions and/or application of this Collective Bargaining Agreement relating to its' responsibilities for drug and alcohol testing. The Union shall be held harmless from any claims concerning the Town's responsibilities for drug and alcohol testing.

Section 13: CONFLICT WITH OTHER LAWS

This Appendix is in no way intended to supersede or waive an employee's federal or state constitutional rights.

