

COLLECTIVE BARGAINING AGREEMENT

TOWN OF FARMINGTON

-and-

INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS, LOCAL 3103

JULY 1, 2006 - JUNE 30, 2009

Final

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AGREEMENT

TOWN OF FARMINGTON

-and-

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 3103

This Agreement entered into by and between the Town of Farmington, State of Connecticut, hereinafter referred to as the Town, and the International Association of Firefighters, hereinafter referred to as the Union has as its purpose the promotion of harmonious relations between the Town and Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and establishment of rates of pay, hours of work, working privileges or benefits or any other matters that come within the general meaning of the terms, working conditions or conditions of employment.

ARTICLE 1 RECOGNITION

SECTION 1.1 The Town hereby recognizes the Union as the exclusive collective bargaining agent, for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and their conditions of employment for all of the full time firefighters of the Town of Farmington, Connecticut.

ARTICLE 2 UNION SECURITY-DUES DEDUCTION

SECTION 2.1 As a condition of employment (i) all present employees who are members of the Union upon the effective date of this Agreement shall either remain members for the duration of this Agreement or pay an agency fee to the Union; and (ii) all employees who are not members shall within (31) thirty-one days after the effective date of this Agreement either become members of the Union and remain members for the duration of this Agreement, or pay an agency fee to the Union.

SECTION 2.2 All employees hired hereafter, as a condition of employment shall become members of the Union on or before their thirty-first (31st) day of employment, and remain members for the duration of this Agreement, or pay an agency fee to the Union.

SECTION 2.3 The Town agrees to deduct from the salary of all employees covered herein, who authorize in writing such deductions from their salary, such dues and initiation fees or agency fees as may be fixed and certified to the Town by the Union and allowed by law. The Town will remit to the Union on or before the last day of the month in which such deductions are, made, the aggregate of amounts collected, together with a list of employees from whose salary such sums have been deducted. Such dues deductions shall continue for the duration of this Agreement and any extension thereof. The Union agrees that it will save the Town harmless from any claim for damages by reason of carrying out the provisions of this Agreement concerning the deduction from salary of such dues and fees, as hereinbefore mentioned.

SECTION 2.4 These deductions will be made on the payday of each month as specified by the Town and agreed to by the Union.

SECTION 2.5 In the event an employee receives no pay on the payday on which Union dues are deducted, no deduction shall be made for that month.

ARTICLE 3
EMPLOYEE RIGHTS

SECTION 3.1 Employees have and shall be protected in the exercise of the right, without fear of penalty or reprisal, to join and assist the Union. The freedom of employees to assist the Union shall be recognized as extending to participation in the management of the Union and acting for the Union in the capacity of a Union Officer or Representative or otherwise. The Union shall provide the Town Manager with a list of its officers and representatives and shall update the list as changes are made.

SECTION 3.2 Each employee shall have the right to review his/her personnel file upon request to the Town Manager. An employee shall be notified of any disciplinary notice that is placed in the employee's personnel file and if the employee requests a copy of the document from the personnel file, a copy shall be promptly furnished to the employee.

ARTICLE 4
MANAGEMENT RIGHTS

SECTION 4.1 The Town has and will continue to retain, whether exercised or not, all of the rights, powers and authority heretofore had by it and, except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, it shall have the sole and unquestioned right, responsibility and prerogative of management of the affairs of the Town and direction of the working forces, including, but not limited to the following:

SECTION 4.1.1 To determine the care, maintenance and operation of equipment used for and on behalf of the purposes of the Town.

SECTION 4.1.2 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.

SECTION 4.1.3 To discontinue processes or operations or to discontinue their performance by employees.

SECTION 4.1.4 To select and to determine the number and types of employees required to perform the Town's operations.

SECTION 4.1.5 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 interests of the Town or the department. In the event that the Town determines that there is a need to lay off an employee(s), the Town shall identify the position to be eliminated, by classification. The least senior employee in such classification shall be laid off, but such employee shall have the opportunity to bump the least senior employee in any lower classification.

SECTION 4.1.6 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. Supervision of the career Firefighters shall be in accordance with Chapter 29 of the Town Code, as amended (3-5-03). In the event that the Town Code is amended, the Town shall notify the Union and the membership in writing, in advance of the effective date of the change.

SECTION 4.1.7 To insure that incidental duties connected with departmental operations, whether enumerated in job descriptions or not, shall be performed by employees.

SECTION 4.1.8 To establish contracts or sub-contracts for municipal operations, provided that this right shall not be used for the purposes or intention of undermining the Union or of discriminating against its members. All work customarily performed by the employees of the bargaining unit shall be continued to be so performed unless in the sole judgment of the Town it can be done more economically or expeditiously otherwise.

SECTION 4.2 The above rights, responsibilities and prerogatives are inherent in the Town Council and the Town Manager by virtue of statutory and charter provisions and are not subject to delegation in whole or any part. Such rights may not be subject to review or determination in any grievance or arbitration proceeding, but the manner of exercise of such rights may be subject to the grievance procedure in this Agreement.

ARTICLE 5 SENIORITY

SECTION 5.1 Seniority shall commence on the day that the employee begins work as a paid full-time Firefighter except as provided in Section 5.3 below.

SECTION 5.2 An employee's seniority shall be broken and he/she shall forfeit all rights and benefits under this Agreement if the employee (1) voluntarily resigns and quits, (2) is discharged, (3) takes a leave of absence for the purposes of working at another occupation, or (4) takes a leave of absence for more than ninety (90) days, unless the leave is for military service or educational programs approved by the Town or for approved leave under the federal Family and Medical Leave Act.

SECTION 5.3 No employee shall attain seniority rights under this Agreement until he/she has continuously been employed by the Town as a full time member of the department for a period of one (1) year. During such period, the employee shall be on probation and may be discharged by the Town at will. In such event, neither the Union nor the employee shall have

recourse to the grievance and arbitration provisions of this Agreement. Upon completion of an employee's probation period, his/her seniority shall date back to the date of his/her original employment with the Town.

SECTION 5.4 Employees who are specially employed by virtue of federal or state funding or emergency programs shall not obtain any seniority rights under this Agreement unless such employee shall become a permanent employee by specific action of the Town, in which event, the seniority of said employees shall date back to the time of the employee's original employment with the Town.

SECTION 5.5 An employee's seniority shall not be lost because of absence due to illness, authorized leave, workmen's compensation, vacation, personal leave, military leave, layoff, suspension or discharge (except for cause).

SECTION 5.6.1 An employee may take leave without pay in connection with the birth or adoption of a child, as provided by the federal Family and Medical Leave Act.

SECTION 5.6.2 Upon completing a pregnancy-related leave of absence and signifying in writing her intent to return to work, an employee shall be reinstated to her original job or to an equivalent position with equivalent pay and accumulated seniority, retirement, fringe benefits and other service credits.

SECTION 5.6.3 The Town shall make a reasonable effort to transfer a pregnant employee to any suitable temporary position which may be available in any case in which any employee gives written notice of her pregnancy to the Town and the Town and pregnant employee reasonably believe that continued employment in the position held by the pregnant employee may cause injury to the employee or her fetus. An employee must give written notice of her pregnancy in order to be eligible for such a transfer to a temporary position.

SECTION 5.6.4 Any transfer of a pregnant employee pursuant to this section may be appealed under the provisions of Sections 46a-51 et seq. of the Connecticut General Statutes.

ARTICLE 6 HOURS OF WORK

SECTION 6.1 All Firefighters shall work a forty (40) hour week. They will be allowed thirty (30) minutes for lunch. The Firefighters will remain on duty during this time and will always be subject to fire calls and emergencies.

SECTION 6.2 All hours worked in excess of forty (40) per week or-eight (8) hours per day shall be compensated at one and one-half times the employee's regular computed rate of pay per hour. "Overtime that occurs as an extension of the duty day shall be calculated in fifteen (15) minute intervals. If the employee is willing to stay for the balance of the hour to perform work assigned, the employee will be paid for one (1) hour. Overtime that occurs prior to the start of the duty day shall be calculated in fifteen (15) minute intervals from the time of the initial call to the normal start of the duty day."

SECTION 6.3 All Firefighters called back to work shall be compensated for a minimum of two (2) hours.

SECTION 6.4 All Firefighters shall work eight (8) consecutive hours per day, Monday through Friday, between the hours of 7:00 a.m. and 5:00 p.m. Each Firefighter shall have a normal work schedule that begins and ends within these starting and ending times. A Firefighter's schedule may be changed for the purpose of relieving a Firefighter who is absent for thirty (30) calendar days or more, upon advance notice to the Firefighter. The Town shall give as much notice to the affective employee (s) as possible given the amount of notice received by the Town.

The following work schedules shall apply, unless changed in accordance with this section:

House in which two Firefighters work:

Firefighter A - 7:00 a.m. to 3:00 p.m.
Firefighter B - 9:00 a.m. to 5:00 p.m.

House in which three Firefighters work:

Firefighter A - 7:00 a.m. to 3:00 p.m.
Firefighter B - 7:00 a.m. to 3:00 p.m.
Firefighter C - 9:00 a.m. to 5:00 p.m.

SECTION 6.5 Selection of the work schedule shall be by seniority basis for those Fire Houses in which two or more Firefighters work.

SECTION 6.6 Any fire investigation, hazardous material inspection or life safety codes inspection shall be equitably distributed among those Firefighters who have the appropriate certification. The new language shall not be deemed to preclude the Town's continuing to use the Deputy Fire Marshal for these purposes.

SECTION 6.7 The Town shall have the right to require firefighters to work overtime.

SECTION 6.8 Firefighters shall elect member(s) of the bargaining unit to oversee and maintain records to be submitted in the following areas: Training, Fire Watch and Fire Investigation. The Town Manager shall be notified of any changes in personnel on a yearly basis.

SECTION 6.9 All station transfer requests should be submitted in writing no later than May 1 of each year. Requests will be responded to by June 1, with any changes going into effect on July 1.

ARTICLE 7
HOLIDAYS, VACATION, GOOD ATTENDANCE

SECTION 7.1.1 The following holidays shall be observed:

- | | |
|------------------------|-----------------------------------|
| * New Year's Day | Veteran's Day |
| President's Day | * Thanksgiving Day |
| Good Friday | Friday following Thanksgiving Day |
| * Memorial Day | * Christmas Day |
| * Independence Day | Floating Day (Not Cumulative) |
| * Labor Day | Columbus Day |
| Martin Luther King Day | |

SECTION 7.1.2 Employees scheduled to work on any of the above holidays shall be paid one and one-half times the regular rate of pay, except on those holidays designated * for which they shall be paid two times the regular rate of pay.

SECTION 7.1.3 Employees who are not scheduled to work on any of the holidays indicated in section 7.1.1, but who wish to work on said holidays, may make arrangements with their supervisor to do so. Employees who choose to work on a holiday shall not be compensated at holiday rates. Employees who are scheduled by their supervisor to work on holidays are provided for in section 7.1.2. In order for an employee to work on a holiday, both the employee and the supervisor must agree in advance that the employee will work that day. Employees who have permission from their supervisor and choose to work on a holiday will be compensated with one eight (8) hour day off to be taken on a date that is mutually agreeable between the employee and the supervisor. Any over time occurring on such a holiday shall be compensated as provided for in section 6.2. Time cards will be filled out to reflect that the employee worked on a holiday at straight time and earned eight (8) hours of Personal Time.

SECTION 7.2 Holidays falling on Saturday will be observed on Friday. Holidays falling on Sunday will be observed on Monday.

SECTION 7.3 If any employee is on vacation or sick leave or duty connected injury when a holiday occurs, the day will be considered a holiday, not a vacation or sick leave day.

SECTION 7.4 Vacation periods not exceeding two weeks in duration may be selected by employees according to seniority consistent with the needs of the Town.

SECTION 7.5 Employees shall receive the following annual vacation periods based on completed years of service on the anniversary date of hire:

LENGTH OF SERVICE COMPLETED	NUMBER OF VACATION DAYS
6 months through 1 year	5
1 year through 4 years	10
5 years through 9 years	15

10 years through 14 years	20
15 years and over	25

SECTION 7.6 Full vacations are expected to be taken each year. The maximum accumulated vacation time which an employee may carry over from one anniversary year to the next is twenty (20) days unless special arrangements are made in advance with the Town Manager.

SECTION 7.7 Each employee shall receive approval from his/her department head as to the particular days to be taken for vacation. Permission shall be obtained from the Town Manager for vacation periods exceeding ten (10) consecutive working days.

SECTION 7.8 In addition to holidays herein provided, if any employee shall have a perfect attendance record during any ninety (90) consecutive calendar period, the employee shall receive an extra day off with pay, up to a maximum of four (4) days per year. Absence for vacation leave and funeral leave shall not mar otherwise perfect attendance; absence for sick leave or suspension or tardiness will mar perfect attendance.

SECTION 7.9 The Town shall allow bargaining unit members eight (8) hours of personal time per year. This time shall not be cumulative.

ARTICLE 8
SICKNESS

SECTION 8.1 An employee may be absent from work with pay during such period as actual illness or injury prevents him/her from performing his/her duties. Each such absence will be supported by a physician's statement if an absence exceeds three (3) consecutive days unless the illness or injury is of such a nature that the Town waives the furnishing of a physician's statement. To have an absence be counted as a day of sick leave, an employee shall notify an appropriate person within his/her department of his/her illness no later than one hour prior to his/her normal time for reporting to work. Sick leave allowance shall be credited to each employee at the rate of one and one-quarter (1-1/4) working days for each month of service which may be accumulated to a maximum of one hundred fifty (150) working days. If the Town believes, in its sole discretion, that any employee is abusing sick leave, it may require a doctor's certificate or other proof of illness.

SECTION 8.2 When an employee has depleted his/her accumulated sick leave allowance, the Town Manager may authorize a loan of sick leave to be repaid when the employee's sick leave has accrued beyond five days.

SECTION 8.3 If any employee is absent from work because of injury or illness sustained in the course of his/her work for which the employee is entitled to compensation under the Workers' Compensation Act, the Town shall pay to the employee during the period of disability not to exceed twelve (12) months, however, an employee's disability period shall be extended for an additional six (6) months after confirmation from the Town's physician that the additional

time will result in the employee returning to full duty, from the date of disability an amount equal to the difference between the amount of the employee's regular salary and the amount of workers' compensation received by the employee, and to the extent that the Town may have paid the employee and amount greater than said difference, the employee shall pay over and assign to the Town the appropriate amount of workers' compensation payments received by the employee. Lump sum workers' compensation payments for indemnification to the employee for permanent injuries or illness received by him/her shall not be paid over or assigned to the Town.

SECTION 8.4 An authorized absence under this Article will include the situation when a member of an employee's immediate family is so ill as to require the employee's presence at home. If the Town believes that this provision is being abused by an employee, the Town may require the employee to submit a certification of such illness by a physician.

SECTION 8.5 An employee shall receive thirty-five percent (35%) of the accumulated, unused sick leave on normal retirement. An employee's estate shall receive fifty percent (50%) of the accumulated, unused sick leave if the employee dies while employed by the Town. Payment shall be based on the employee's rate at that time. An employee's estate shall receive one hundred percent (100%) of the employee's accumulated, unused sick leave if the employee dies on the job.

SECTION 8.6 The Family and Medical Leave Act (FMLA) provides up to twelve (12) weeks of unpaid, job-protected leave every calendar year to eligible male and female employees for certain family and medical reasons. The FMLA is granted for any of the following reasons:

- To care for the employee's child after birth
- Following placement of a child with the employee for adoption or foster care
- To care for the employee's immediate family member (spouse, child or parent who has a serious health condition; and
- For the employee's own serious health condition that makes him/her unable to perform the essential functions of his/her job.
- To care for the employee's child after birth the employee is entitled to twelve (12) weeks of unpaid leave in accordance with the FMLA. Such leave may be charged to accrued vacation leave or earned leave, to the extent the employee has accrued those days. To the extent that the female employee is incapacitated, she may charge her FMLA leave against such accrued sick time, vacation leave, or earned days, to the extent she has accrued those days.

Following placement of a child with the employee for adoption or foster care the employee is entitled to twelve (12) weeks of unpaid leave in accordance with the FMLA. Such leave may be charged to accrued vacation leave or earned leave, to the extent the employee has accrued those days.

To care for the employee's immediate family member (spouse, child or parent) who has a serious health condition (including a condition that results from giving birth), an employee may charge a maximum of seven (7) days of FMLA leave against sick leave, to the extent an employee has accrued, unused sick leave. Once the seven days of sick leave is exhausted, an employee may charge additional FMLA leave against his/her accrued vacation leave or earned days, to the extent the employee has accrued those days. An employee may reserve a maximum of five (5) days vacation leave for future use. Once the accrued vacation and earned leave is exhausted, the remaining absence as permitted by FMLA may be charged to sick leave, to the extent the employee has accrued those days.

For the employee's own serious health condition that makes him/her unable to perform the essential function of his/her job, an employee may charge his/her FMLA leave against accrued sick leave, vacation leave or earned days, to the extent the employee has accrued those days.

ARTICLE 9 FUNERAL LEAVE

SECTION 9.1 In the event of the death of an employee's spouse, father, mother, father in-law, mother-in-law, sister, brother, child, step-child, step-father, step-mother, step-brother, step-sister, grandparent, son-in-law, daughter-in-law or grandchild, or any member of the household regardless of relationship, an employee may have time off starting on the date of death and continuing to the date of funeral not to exceed four working days without loss of regular pay. Such days off shall not be charged to sick leave or any other earned time.

SECTION 9.2 In the event of the death of an employee's brother-in-law, sister-in law, aunt, or uncle, an employee may have one calendar day to attend the funeral without loss of regular pay. Such day off shall not be charged to sick leave or any other earned time.

ARTICLE 10 UNION ACTIVITIES LEAVE

SECTION 10.1 Two (2) 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 Agreement when such meetings take place at a time during which such members are scheduled to be on duty.

SECTION 10.2 One (1) member of the Union Grievance Committee shall be granted leave from duty with full pay for 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 10.3 The Union shall be granted a total of three (3) days of annual union leave from duty with full pay and benefits to attend special union activities, the purpose of which is to improve employee relations with the Town, union training sessions, or Union conventions. Only one member at a time may attend such activities.

SECTION 10.4 Both the Town and the Union agree that every bargaining unit member should be familiar with the provisions of this Agreement and his/her rights and duties under it.

SECTION 10.5 The Town shall provide a bulletin board in each fire station for the Union for the posting of notices concerning Union related business and activities. This bulletin board shall be subject to the approval of the Town.

ARTICLE 11
GRIEVANCE PROCEDURE

SECTION 11.1 The purpose of the grievance procedure shall be to settle employee grievances at as low an administrative level as is possible and practicable, so as to insure efficiency and employee morale.

SECTION 11.2 A grievance for the purpose of this procedure shall be considered to be an employee complaint concerned with:

SECTION 11.2.1 Discharge, suspension or other disciplinary action.

SECTION 11.2.2 Charge of favoritism or discrimination.

SECTION 11.2.3 Matters relating to the interpretation and application of the articles and sections of this Agreement.

SECTION 11.3 Any employee may use this grievance procedure with or without Union assistance. Should an employee process a grievance through one or more steps provided herein prior to seeking Union aid, the Union may process the grievance from the next succeeding step following that which the employee has utilized. No grievance settlement made as a result of an individually processed grievance shall contravene the provisions of this Agreement.

SECTION 11.3.1 STEP ONE. Any employee who has a grievance shall reduce the grievance to writing and submit it within ten (10) working days of the date of the occurrence to the head of the department who shall use his/her best efforts to settle the dispute. The department head's decision shall be submitted in writing to the aggrieved employee and his/her representative, if represented, within-ten (10) working days of receipt of the grievance.

SECTION 11.3.2 STEP TWO. If no agreement is reached with the decision rendered by the head of the department, the employee or his/her representative shall submit the grievance in writing within ten (10) working days to the Town Manager. Within ten (10) working days after receiving such grievance, the Town Manager shall render his/her decision in writing to the aggrieved employee and his/her representative.

SECTION 11.3.3 STEP THREE. If no agreement is reached with the decision rendered by the Town Manager, the Union (and the Union only) may submit the grievance to arbitration to the Connecticut State Board of Mediation and Arbitration ("Board") within ten (10) working

days after receipt of the written decision of the Town Manager or if mediation services are used, within ten (10) working days after the conference with the State Mediator, and the decision rendered by the arbitrator or arbitrators shall be final and binding upon both parties.

SECTION 11.3.4 **MEDIATION.** The mediation services of the board may be used after the second step above provided both parties mutually agree. A request for mediation shall be filed with the Board by the employee or his/her representative within ten (10) working days after receipt of the written decision of the Town Manager.

SECTION 11.3.5 **MEETINGS.** If either of the parties related to the grievance process desire to meet for the purposes of oral discussion, a meeting shall be requested and if satisfactory to the other party, a meeting shall be promptly scheduled. Such procedure shall not extend the time limitations above.

SECTION 11.3.6 **TIME EXTENSIONS.** Time extensions beyond those set forth in this grievance procedure may be arranged by mutual written agreement by both parties.

SECTION 11.3.7 **RECORDING OF MINUTES OR TESTIMONY.** Either party shall have the right to employ at his/her own expense a public stenographer at any step of this procedure. The party who employs a stenographer must provide a copy of a transcript of the minutes or testimony recorded to other party.

SECTION 11.3.8 **REPRESENTATION.** Either party shall have the right at his/her expense of choice of representation whenever representation is desired.

SECTION 11.4 Attached to this Agreement as Appendix is the agreed upon grievance form to be used by the Union and/or its members.

SECTION 11.5 In the event that the Town or designees thereof fail to answer a grievance within the time specified, the grievance may be processed to the next step.

ARTICLE 12 DISCIPLINARY HEARING

SECTION 12.1 If at any time the Town elects to have a formal hearing and investigation pertaining to the actions of any employee at which witnesses shall be called and interrogated, the employee shall have the right to be represented by counsel of his/her choice and shall have the right to produce witnesses on his/her behalf. All witnesses shall be sworn. Such hearings shall be closed to the public including the press unless the employee requests an open hearing. Any party may have a public stenographer present at that party's expense and provide the other party with a copy of transcript. If formal charges are made against an employee, the employee shall be given a copy of such charges prior to the hearing. A minimum notice of seven days shall be given to an employee whose actions are the subject of the hearing.

ARTICLE 13
INSURANCE

SECTION 13.1 The Town shall provide the following insurance program:

SECTION 13.1.1 The Town shall continue to offer the Blue Cross Custom Point of Service plan.

Effective July 1, 2006, the employee shall pay 13% of the premium or premium equivalent for such medical coverage.

Effective July 1, 2007, the employee shall pay 14% of the premium or premium equivalent for such medical coverage.

Effective July 1, 2008, the employee shall pay 15% of the premium or premium equivalent for such medical coverage.

SECTION 13.1.2 Dental Plan (Connecticut Blue Cross Full Service). Dental Rider A or Dental Flex Plan providing the same coverage. The employee shall pay an annual deductible of \$25 per person with no reimbursement from the Town.

Effective July 1, 2006, the employee shall pay 13% of the premium or premium equivalent for such dental coverage.

Effective July 1, 2007, the employee shall pay 14% of the premium or premium equivalent for such dental coverage.

Effective July 1, 2008, the employee shall pay 15% of the premium or premium equivalent for such dental coverage.

SECTION 13.1.3 The Town shall provide each employee with life and accidental death and dismemberment insurance. Such insurance shall be in the amount of one times the employee's annual base salary.

SECTION 13.1.4 The Town reserves the right to provide equivalent coverage to that described in subsections 13.1.1 through 13.1.3 above, with a different carrier(s) or by self insurance. The Town shall notify the Union at least thirty (30) days in advance of such change; and give the Union the opportunity to object on the grounds that the coverage is not equivalent. If, thereafter, the Town proceeds with the change, the Union may challenge the equivalency of coverage through the grievance procedure of this contract.

SECTION 13.1.5 Effective on signing of this 2006-2009 Agreement, the following shall apply to the prescription drug benefit:

Public Sector Three Tier, Option 2 with a \$2,000 maximum

Co-payments shall be as follows:

- \$7 for generic drugs
- \$15 for brand name formulary drugs
- \$25 for brand name non-formulary drugs
- One co-payment for a 90-day supply by mail order

SECTION 13.1.6 Effective on signing of this 2006-2009 Agreement, the office visit co-payment under the plan is fifteen dollars (\$15) per visit.

SECTION 13.1.7 Payment in Lieu of Health Benefits

This provision is designed and applicable to those employees who currently have dual health insurance coverage or who have the ability to acquire health insurance from another source. To take advantage of this offer employees must complete the "Waiver of Insurance Agreement" and provide documentation of coverage from their spouse or another source. An employee may request participation in this program in June of each year although new employees can enroll at the time they are initially appointed.

The annual payment by the Town to the employee who waives their coverage is \$1,000, \$1,800 and \$2,500 for single, two person or family coverage respectively.

Payments will be made semiannually in July and January and if an employee terminates or joins the program at any time following the date of payment, the employee shall refund that portion of payment following their reenrollment or termination on a prorated basis.

Employees may reenroll in the Town's group health insurance program when the coverage that the employee had through another plan is terminated; when the employee or their dependents become ineligible for coverage under the other plan; when the employee acquires a new dependent and the dependent is not covered under the other plan.

Employees wishing to re-enroll under any of the above conditions shall provide required documentation and notify the Town in writing. Provided that all information is received by the Twentieth of the month and subject to any restrictions from the carrier, the Town shall enroll the employee in the group health care plan effective the first of the month following the notification.

SECTION 13.1.8 The Town will provide a wage deduction plan for each employee's health insurance contributions. The insurance deductions will be on a pre-tax basis in accordance with Section 125 of the IRS Code.

SECTION 13.2 Health Benefits Cost Containment Provisions.

SECTION 13.2.1 Discharge Planning - The insurance administrator shall inform the patient or his/her family of the alternatives available for the post-discharge care (home care, hospice, skilled nursing facility, etc.) when it has been determined by the attending physician that the

patient needs such care. The final decision with respect to such care remains with the patient and his/her family. Such care will be payable at 100% when used as an alternative to hospitalization.

SECTION 13.2.2 Pre-Admission Testing (non-emergency) - Unless there is a medical reason for testing to be done while employee/dependent is an in-hospital patient, it shall only be covered on an out-patient basis prior to admission.

SECTION 13.2.3 Weekend or Early Admissions (non-emergency) - Unless there is a medical reason, patients shall not be admitted over a weekend or prior to the date on which in-hospital care begins, and any days of such early admissions shall not be covered.

SECTION 13.2.4 Mandatory Second Surgical Opinions (non-emergency)

SECTION 13.2.5 At no cost to the employee/dependent, the Second Surgical Opinion program will evaluate the indications for the surgery recommended by the patient's attending physician, and assist the patient to make an informed choice to have or not to have the surgery performed. The final choice, however, remains with the employee/dependent.

SECTION 13.2.6 If the patient (non-emergency) does not get a second surgical opinion, the plan will pay only 80% of the reasonable and customary charge for the surgery as opposed to the 100% of reasonable and customary charge that would have been paid if the patient had gotten a second surgical opinion.

SECTION 13.2.7 In addition to providing the second opinion at no cost to the employee/dependent, in those cases where the physician consultant does not agree with the attending physician, the administrator will offer at no cost a third surgical opinion. However, the third surgical opinion shall be conducted at the sole discretion of the patient.

SECTION 13.2.8 The following list of elective surgical procedures will be the only procedures requiring a second surgical opinion: Coronary Artery Surgery (coronary bypass or angioplasty), Gall Bladder Surgery, Hemorrhoidectomy, Hernia Repair, Hysterectomy (full or partial), Laminectomy (operations on the spine), Meniscectomy (removal of cartilage), Rhinoplasty, Septoplasty and/or Nasal Reconstruction (operations on the nose), Surgery of the Foot, Tonsillectomy and/or Adenoidectomy. Such list shall be changed by the mutual agreement of the parties if modified by the insurance carrier to reflect advances in technology and related trends.

SECTION 13.2.9 When the patient's doctor recommends a procedure included on the Second Surgical Opinion List, the patient will contact the administrator, which will provide the patient with the names of three physicians in the involved specialty who have agreed to perform these consultations. The patient will then choose a physician for the consultation and schedule an appointment.

SECTION 13.2.10 The insurance administrator will establish procedures for maintaining communication regarding the results of the consultation and the patient's decision as to whether or not to have the surgery performed. Medical records, however, will not be given to the Town.

SECTION 13.2.11 Maintenance Drug Program - For those employees/dependents on maintenance drugs (i.e., expected to continue for more than 6 months) the insurance administrator may establish arrangements with wholesalers to provide a 6 month supply of drugs at a time at wholesale cost. The employee/dependent must accept drugs from the wholesaler if he/she wants the Town to pay for them. Drugs must be as prescribed by the attending physician and generic substitutes can be made only with the approval of the attending physician.

SECTION 13.2.12 Hospital Bill Audits - The insurance administrator may establish a procedure whereby medical bills in excess of a stated amount will be subject to review for accuracy and justification. Employees who find overcharges in their hospital bills, which results in the return of funds to the Town, will be entitled to receive 25% of the confirmed overcharge up to a maximum of \$500.00 for each hospital stay.

SECTION 13.3 The Town will provide retirees with a post retirement health benefit plan. The cost of the program shall be shared equally by the retiree and the Town. Employees who qualify for the retiree health benefit plan will be eligible for the following coverages:

SECTION 13.3.1 Pre Age 65 Coverage: Employees eligible for the Retiree Health Insurance Program before age 65 will have the same health coverage at retirement as the active employee excluding dental coverage.

SECTION 13.3.2 Post Age 65 Coverage: Employees eligible for the Retiree Health Insurance Program will have the following lifetime health coverages (or their equivalents) at age 65:

- (1) Blue Cross 65 High Option Plan
- (2) Blue Shield 65 Plan 81
- (3) Blue Cross Prescription Drug Rider

SECTION 13.4 Eligibility for Retiree Health Insurance Program.

SECTION 13.4.1 Employees who retire from the Town of Farmington's Pension Plan at Normal Retirement will be eligible for the Retiree Health Insurance Program, provided they have completed at least fifteen (15) years of continuous service with the Town.

SECTION 13.4.2 Employees who retire from the Town of Farmington's Pension Plan at Early Retirement or later shall be eligible for the program provided they have completed at least twenty (20) years of continuous service with the Town.

SECTION 13.4.3 Employees who retire from the Town of Farmington's Pension Plan with a Disability Retirement will be eligible for the active employee group insurance coverage (excluding dental) until they qualify for Medicare up to a maximum of 30 months. Once they qualify for Medicare, they will be eligible for the post-age 65 Retiree Health Insurance Program (Medicare Supplemental).

SECTION 13.4.4 Terminated vested employees who leave employment after qualifying for Early Retirement and who subsequently retire under the Town of Farmington's Pension Plan will be eligible for the program provided they have completed at least 20 years of continuous service with the Town. An employee who retires shall be permitted to continue participation in the group life insurance program, at the same level of coverage as in effect at the time of retirement, up to age seventy. In order to be eligible for this benefit, an individual must retire on normal retirement with at least fifteen (15) years of continuous service with the Town or, on early retirement, with at least twenty (20) years of continuous service with the Town. Terminated vested employees shall not be eligible for retiree life insurance. The cost of retiree life insurance shall be shared equally by the Town and the retiree.

SECTION 13.4.5 All other terminated vested employees who leave employment and subsequently retire under the Town of Farmington's Pension Plan will not be eligible for the Retiree Health Insurance Program regardless of their length of continuous service with the Town.

ARTICLE 14 PENSION

SECTION 14.1 The existing Town of Farmington Employee Pension Plan (pension plan) as it relates to municipal employees shall be amended to include the following effective March 13, 2001.

SECTION 14.1.1 For a bargaining unit member retiring at his/her normal retirement date (age 62 for municipal employees) or later, credited services will include the first year of employment provided that the employee's first year of employment was after the employee's 25th birthday. In no event shall a bargaining unit member, covered by this Agreement, work beyond age 65.

SECTION 14.1.2 The normal retirement date for each bargaining unit member who has at least ten years of credited service shall be the 58th birthday of said bargaining unit member and all references in the pension plan to a normal retirement age of 65 shall be changed to 58.

SECTION 14.1.3 A bargaining unit member who has completed at least ten years of credited service may retire at age 55 with early retirement benefits under the pension plan.

SECTION 14.1.4 A bargaining unit member shall contribute to the pension fund an amount equal to seven and three-quarters percent (7.75%) of said employee's salary or earnings. A bargaining unit member's obligation to contribute to the Plan shall cease after he/she has contributed for a period of thirty (30) years or has accumulated thirty (30) years of Credited Service.

SECTION 14.1.5 The provision providing for a normal retirement date on the 58th birthday of the bargaining unit member shall remain in full force and effect and shall be frozen for a ten-year period until June 30, 1999.

SECTION 14.1.6 With respect to a fire bargaining unit member who incurs a service-connected disability which prevents the bargaining unit member from performing fire duties but which permits him/her to perform duties required of one or more positions of employment with the Town, the Town will use its best efforts to relocate the bargaining unit member to another position with the Town with no reduction in the base salary that the bargaining unit member was earning at the time of incurring the disability. The salary of the bargaining unit member shall continue at said level until such time as the salary of the position to which the bargaining unit member has been relocated exceeds the salary being paid to the bargaining unit member, at which time the bargaining unit member shall receive the higher salary. If the Town does not have a position which the bargaining unit member is capable of filling, the Town shall pay the bargaining unit member a sum equal to (i) 50 percent of the average total earnings that the bargaining unit member was earning for the 26 weeks previous to the disability, or 2.25 percent of said base salary times years of credited service, whichever is higher, (ii) less the amount of workers' compensation payments received by the bargaining unit member resulting from the service-connected disability.

SECTION 14.1.7 The total annual retirement benefits payable to any member of the bargaining unit shall not exceed sixty-five percent (65%) of the bargaining unit member's highest average annual earnings as described in the pension plan.

SECTION 14.1.8 The Normal Retirement Benefit for a bargaining unit member shall be 2.50% effective September, 2000.

SECTION 14.2 The parties agree to reopen negotiations on the matter of pension not earlier than September, 2010.

ARTICLE 15 RATES OF PAY

SECTION 15.1 The salaries and wages currently in effect shall be increased by the following percentages on the dates indicated.

- 3.5% effective July 1, 2006
- 3.6% effective July 1, 2007
- 3.7% effective July 1, 2008

SECTION 15.2 The Town shall take steps to insure that firefighters receive a proportionate share of fire watch work for which outside entities provide reimbursement. A Firefighter shall be paid for such work at the same hourly rate as is paid to a volunteer Firefighter for a comparable assignment, but in no event less than thirty dollars (\$30) per hour effective on signing of this Agreement. (Note that these payments are not considered part of a Firefighter's base wages for pension, overtime calculation or other purposes.)

In order to provide a framework for the administration of this language, the Town and the Union hereby agree to the following provisions:

1. The time frame for calculation of a proportionate share shall be a fiscal year basis.
2. The Town shall determine the proportionate share to be allocated annually on July 1 of each year by dividing the number of structural Firefighter members of the Union by the number of structural volunteer firefighters within the volunteer companies. For example, if on July 1 there are 8 members of Local 3103 IAFF and a total of 140 structural firefighters within the volunteer companies, the proportionate share shall be derived as follows: $8/140 = 5.7\%$
3. The proportionate share of outside fire watch shall be applied collectively to the members of the Union, not to each individual Firefighter. The Town would be agreeable to notify a representative of the Union to coordinate which member is assigned to a specific fire watch. The Town will provide IAFF with as much notice as we receive as to the need for fire watch. The Union shall notify the Town Manager in writing not later than June 1 of the name of the representative to be contacted beginning July 1 annually. The Union representative will administer the allocation of fire watch among bargaining unit members.

The proportionate share shall apply to the number of hours of fire watch on an employee-hour basis as determined by the Fire Marshal, in his/her sole discretion.

ARTICLE 16 TRAINING

SECTION 16.1 Training will be conducted in accordance with the program developed by the Town. If the Town mandates training, the Town shall either (a) release the employee with pay to attend such training during regular working hours; or (b) if the training is an extension of the employees' regular working hours, employees will be paid straight time, including travel time from a point designated in the Town of Farmington by the Town and (c) if the training is not contiguous to the employee's regular working hours, pay the employee at time and one-half including travel time as defined above with a minimum of two (2) hours pay. Training held in

Town shall be excluded from the above provision regarding travel time. The Town of Farmington will only pay the training fee and time once for a specific course.

SECTION 16.2 Firefighters shall attend fire training when on duty and may attend when off duty and shall be covered under all injury and sick leave provisions and insurance provisions of this Agreement, providing that the training was authorized by the Town. Payment for authorized Town-required training, if the actual training extends beyond the duty day, shall be paid for the actual hours the training extended beyond the duty day.

SECTION 16.3 Firefighters may perform fire prevention duties in accordance with a program developed by the Town.

SECTION 16.3.1 Members of the bargaining unit, certified as State of Connecticut Fire Instructors, shall be responsible for routine training for which they are qualified. All firefighters shall be responsible for record keeping during normal business hours. The practice of outsourcing training sessions for those topics for which members may not be qualified will continue.

SECTION 16.4 The Town will reimburse all employees for the cost of education courses, in accordance with the Manager's Policy and Procedures, *Tuition Reimbursement* (MPP 8704) which are related to his/her job performed for the Town and must receive a passing grade. This will include courses taken in pursuit of an associate's, bachelor's or master's degree in fire science, fire technology or the equivalent degree. Individual courses in fire science or fire technology shall also be eligible for reimbursement under Section 16.4. Prior to enrolling, the employee must receive approval for the course from the Town Manager.

SECTION 16.5 All Firefighters who hold Fire Inspector certification shall be required to maintain such certification. All Firefighters shall be required to maintain EMT certification. The Town shall pay for the course fee, if any, for required refresher training and shall release employees from duty with pay when refresher training classes are held during their working hours.

SECTION 16.6 A Firefighter who desires to attend a training course on their own time shall submit a request to the Town. Attendance shall be subject to the approval of the Director of Fire and Rescue Services. Firefighters shall not be eligible for any additional compensation, including but not limited to overtime pay, for attendance at non-mandated courses they attend.

ARTICLE 17 GENERAL PROVISIONS

SECTION 17.1 During the term of this Agreement, the Town shall furnish the Union with an up-to-date list of employees.

SECTION 17.2 The Town shall, on every other Thursday, distribute to employees on a bi-weekly basis their regular payroll check. If a holiday occurs on a pay day, payments shall be made on the last working day preceding the holiday.

SECTION 17.3 This Agreement along with directives and orders issued by the Fire Department and the Office of the Town Manager and the Town's personnel rules shall be the only documents relating to wages, hours and conditions of employment.

SECTION 17.4 There shall be no variation, alteration or amendment to this Agreement unless agreed upon in writing by both parties.

SECTION 17.5 The Town shall provide to each employee one pair of shoes per year not to exceed a cost of eighty dollars (\$125.00) per pair. The Town shall provide firefighters with dress uniforms. A dress uniform will consist of one (1) dress overcoat, one (1) dress blouse, one (1) pair dress trousers, one (1) pair dress shoes, one (1) dress tie and one (1) soft bell cap.

On July 1 of each year, the Town shall pay the Union a clothing allowance for each full time firefighter as follows: 2006-2007 - \$417; 2007-2008 - \$437; 2008-2009 \$460. The Union will be responsible for purchasing and outfitting all of its members with station uniforms. The approved station uniforms are SH-95-7505 TOPPS Long Sleeve Firewear Shirt Navy Long Sleeve SH95-7505, TOPPS Short Sleeve Firewear Shirt, Navy Short Sleeve Firewear Shirt PA087905, and TOPPS Pants Firewear 9.5 oz. Navy. Black belts and black shoes/ boots shall be worn with the uniform. Town of Farmington Fire Department T-Shirts may be worn when working in or around the fire stations.

SECTION 17.6 All extra duty assignments shall be made by the Town on a fair and equitable basis in accordance with the chain of command as outlined in Chapter 29 of the Farmington Town Code as warranted for public safety.

SECTION 17.7 The Town shall reimburse any employee for the reasonable value of clothing and personal property lost or damaged in the performance of duty, provided such loss or damage is not the result of the employee's own negligence. This section does not include uniforms.

SECTION 17.8 When an employee is required to use his/her own motor vehicle to perform Town business, the employee shall be reimbursed at the standard IRS rate per mile.

SECTION 17.9 Neither the Town nor the Union shall unlawfully discriminate against any employee because of such employee's race, color, religion, sex, national origin, Union activity, or age, or because he or she is disabled; provided that this provision shall not prohibit different treatment of employees as permitted by law.

ARTICLE 18
SAVINGS CLAUSE

SECTION 18.1 If any article or section of this Agreement is declared invalid for any reason, such declaration or invalidity shall not affect the other articles and sections or portions thereof, which shall be valid.

ARTICLE 19
DURATION

SECTION 19.1 This Agreement shall be effective upon signing or implementation of an interest arbitration award, except that wage increases and other items for which an effective date is specified shall be retroactive to the date specified. This Agreement shall continue in effect through June 30, 2009 and shall continue in effect from year to year except that it may be amended effective at the date of expiration by one party giving notice to the other parties not later than one hundred and twenty (120) days prior to the expiration date of intentions to amend the Agreement. Within ten (10) days of receipt of such notice by either party, a conference shall be held between the Town and the Union for the purpose of considering such amendment.

SECTION 19.2 IN WITNESS WHEREOF, the parties have hereunto caused to be set their respective hands and seals this ____ day of _____, 2007.

THE INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS, LOCAL NO. 3103

By _____

TOWN OF FARMINGTON

By _____

TOWN OF FARMINGTON
-and-
IAFF LOCAL 3103

APPENDIX A

FIREFIGHTER WAGE RATES

Effective	Hire	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Maximum
7/1/2006	\$41,971	\$43,912	\$45,938	\$48,060	\$50,282	\$52,606	\$55,038	\$57,582
7/1/2007	\$43,482	\$45,493	\$47,592	\$49,790	\$52,093	\$54,500	\$57,020	\$59,655
7/1/2008	\$45,091	\$47,176	\$49,353	\$51,633	\$54,020	\$56,516	\$59,129	\$61,862

Step 1 - Maximum progression will be after one year of satisfactory service in the previous step.

APPENDIX B

SIDE LETTER

Re: Section 16.5 – Fire Inspector Certification

The Town and the Union agree that the following shall apply only to Firefighters employed as of the date of the signing of the 2003-2006 collective bargaining agreement:

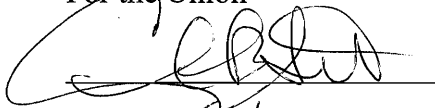
1. By mutual agreement of the Town and the Union, the requirement that a Firefighter maintain Fire Inspector certification may be waived.
2. Such Firefighters who hold and maintain Fire Inspector certification at the highest level (modules one through three) shall continue to be paid an annual stipend of four hundred dollars (\$400.00). This stipend shall not be paid to any additional Firefighters.

Memorandum of Understanding
Town of Farmington
&
International Association of Firefighters, Local #3103

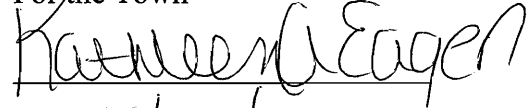
RE: Extension of 2006-2009 Contract

This Memorandum of Understanding acknowledges that the parties have extended the collective bargaining agreement for one year, until June 30, 2010. This extension keeps the current agreement in place with no changes to the terms or conditions of employment as outlined in the contract. The parties further agree that there will be no wage increases for 2009-2010, and no layoffs will occur during the period of this extension.

For the Union


Date 5/12/09

For the Town


Date 5/12/09