

COLLECTIVE BARGAINING AGREEMENT

between

TOWN OF SOMERS

and

SOMERS FIRE FIGHTERS, LOCAL 4284, IAFF

JULY 1, 2022 - JUNE 30, 2025

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## PREAMBLE

This Agreement is made and entered into by and between the Town of Somers (hereinafter referred to as the "Town" or "Employer") and Somers Fire Fighters, Local 4284, IAFF (hereinafter referred to as the "Union").

## ARTICLE I RECOGNITION

The Town hereby recognizes the Union as the representative for the purposes of collective bargaining of all full-time firefighters and line officers employed by the Town of Somers excluding the Chief of the Department, part-time firefighters, and all other employees excluded by the Municipal Employee Relations Act.

## ARTICLE II BULLETIN BOARDS

The Fire Department shall permit the use of a bulletin board, located in the respective fire house, by the Union, for the posting of notices concerning Union business and activities provided, however, that nothing derogatory concerning the Fire Department, members or employees, and nothing that is otherwise deemed to be inappropriate, is contained in such postings. Prior to posting any notices in the fire house, the Union shall provide a copy of the proposed posting to the Chief, who shall approve the posting provided it complies with the terms set forth herein.

## ARTICLE III UNION MEMBERSHIP/FEE REQUIREMENTS

### Section 1

During the term of this Agreement, all employees in the collecting bargaining unit may decide to become or remain members of the Union in good standing or they may decide to refrain from doing so.

### Section 2

For employees who become and/or remain members of the Union, the Union shall notify the Town in writing regarding the rates for fees and dues, the types of which are specified in Section 3 below. Further, the Union shall supply the Town with written notice provided at least thirty (30) days prior to the effective date of any change in such rates for fees and dues. It shall be the sole responsibility of the Union to solicit employees who decide to join the Union.

### Section 3

The Town agrees to deduct from the pay of bargaining unit members such uniformly required membership dues, initiation fees or reinstatement fees as may be fixed by the Union provided

that employees submit to the Union individual written authorizations for such deductions. Such deductions shall continue for the duration of the Agreement or any extension thereof provided that the Town has written authorization from the employees to make such deductions.

#### Section 4

The deduction of fees or dues for any month shall be remitted to the financial officer of the Union. The Union shall supply to the Town the name and address of said financial officer. The regular Union dues and service fee remittances to the Union will be accompanied by a list of names of employees from whose wages the deductions have been made.

#### Section 5

If the employee's wages are insufficient to cover fees or dues deductions, the Town will not make any such deductions from that employee's pay check. However, upon written request of the Union, indicating the amount of the deduction, the Town will recoup any missed fees or dues deductions from the employee's subsequent wage payments.

#### Section 6

The Union agrees to indemnify and save the Town harmless against any and all claims, demands, suits or other forms of liabilities, including but not limited to, all legal fees and costs that shall arise out of or by reason of any action taken or not taken by the Town for the purpose of complying with any of the provisions of this Article of the Agreement.

### **ARTICLE IV UNION RIGHTS/ACTIVITIES**

#### Section 1

The Union shall notify the Town in writing of the names of all officers, stewards and staff representatives.

#### Section 2

The Town shall provide each member of the bargaining unit with a copy of this Agreement within ten (10) days of signing. The Town agrees to provide a copy of the Agreement and the name of the Union steward or staff representative to new bargaining unit members at the time of hire.

#### Section 3

The Town shall notify each employee of his leave balances annually. The Town will use its best efforts to provide individual employees with leave balances by August 1 of each year and shall determine leave balances by no later than August 31.

Section 4

The Town shall prepare a list of employees covered by this Agreement showing their length of service and shall mail a copy of such list to the Union local president annually. The Town will use its best efforts to prepare and mail such listing by August 1 of each year. If the Union does not object to the listing in writing mailed to the Town by September 1 or within thirty (30) days of the date the list is mailed to the Union, whichever is later, then such listing will be presumed to be correct for all purposes under this Agreement.

Section 5

The Town will release members of the bargaining unit from duty without loss of pay for up to a total of twenty-four (24) hours per year to attend Union conferences, provided that requests for release time must be made to the Chief at least two (2) weeks in advance and may be approved only if they would not result in a reduction below staffing minimums or any additional cost to the Town. The Union shall resolve any disputes between employees regarding the use of the twenty-four (24) hour bank.

**ARTICLE V**  
**COMPLETE AGREEMENT**

It is understood and agreed that this Agreement contains the complete agreement of the parties and that it may be amended or altered only by mutual agreement in writing signed by the parties. The Town and the Union agree that each had a full opportunity to raise issues and that all matters to be included in this Agreement have been presented, discussed and incorporated herein or rejected. Any benefits or other terms and conditions of employment that are not specifically contained in this Agreement, shall not be considered binding on the parties as the parties have had a full opportunity to raise any terms or conditions of employment during negotiations for this Agreement.

**ARTICLE VI**  
**WORK SCHEDULES**

Full-time employees are those regularly scheduled to work an average of forty-two (42) hours per week based on a four (4) week rotation. Weekly schedules may vary between thirty-two (32) and forty-eight (48) hours. This schedule shall be subject to the operating needs of the Town. The Town shall schedule employees to meet the business needs of the Town. Reasonable amounts of overtime may be required.

**ARTICLE VII**  
**COMPENSATION**

Section 1

Each employee in the bargaining unit will be paid an hourly rate of pay for all hours worked and shall be paid at the rate of one and one-half (1½) times such hourly rate of pay for all hours worked in excess of his/her regularly scheduled hours for that workweek. For the purpose of determining overtime eligibility, "hours worked" shall include all time spent by the employee working, provided that any paid breaks of twenty (20) minutes or more shall not be counted as "hours worked" for the purpose of determining overtime eligibility. Fire watch and/or contracted hours as described in Article XXV shall not be included for purposes of determining overtime eligibility.

Section 2

Employees shall be paid the Rates of Pay set forth in Appendix A.

Length of service shall be defined as time spent in a specific job classification as listed in Appendix B. Length of service will not be affected by changes in certifications. Certification pay increases shall be provided for the following programs:

- State of Connecticut AEMT with sponsor hospital medical control
- State of Connecticut Paramedic with sponsor hospital medical control
- Participation in Fire Inspector Program as outlined in Article XXIV.

Certification pay increases shall occur after the employee has met all of the prerequisites for that position and can officially serve the Town in that capacity. If an employee can no longer serve in that capacity, then he/she will lose that specific certification pay increase and his/her rate of pay will be adjusted accordingly.

Section 3

All agreed upon general wage increases will be implemented in the first full pay period in the applicable fiscal year and step increases shall take effect in the first full pay period following the attainment of required months of service.

Section 4

Except as otherwise provided below, employees who hold the following certifications shall receive two hundred dollars (\$200), paid out in December, each year they possess such certifications:

- Certified Car Seat Technician
- DEEP Open Burning Official
- CPR Instructor
- EMS-I
- EVT

- ACLS and PALS Instructor
- Fire Extinguisher Technician (NAFED or comparable)

To be eligible to receive a two hundred dollar (\$200) stipend the employee must use his/her certification to the benefit of the Department, in accordance with the requirements set by the Fire Chief, and the Fire Chief's decision shall not be grievable under the terms of the grievance procedure. Employees may receive up to a maximum of five (5) such certification payments in any year.

## **ARTICLE VIII** **INSURANCE**

### Section 1

The Town shall provide and pay for term life insurance for each full-time employee in the amount of two (2) times his/her base wage, with a maximum benefit of \$150,000, and a benefit reduction to 65% of benefits at age 65, 50% at age 70, and 35% at age 75. The term life insurance plan shall include double indemnity for accidental death and dismemberment coverages.

### Section 2

Subject to the Town's right to change insurance carriers, plans, and to self-insure these benefits, the Town shall offer medical insurance benefits to full-time employees and their eligible dependents through the State Partnership Plan 2.0 ("SPP"). While participating in the SPP employees will contribute ten percent (10%) of premium costs. The Town may elect to discontinue benefits under the SPP. In such event the Town will offer employees the same medical insurance benefits with the same premium and other cost contributions required for non-union Town Employees.

### Section 3

The Town may change insurance carriers or self-insure for any of the medical and/or dental insurance benefits provided above, provided that the coverage shall be substantially comparable. Whenever possible, the Town will provide the Union and members of the bargaining unit with at least sixty (60) days advance notice of the Town's intent to change carriers or self-insure.

### Section 4

Full-time employees may elect, on a completely voluntary basis, to waive their right to participate in the Town's medical and dental insurance benefit plans, for the employee as well as his/her dependents where applicable. In consideration of such voluntary waiver of medical and dental insurance coverage, the Town will pay the employee the amount of two thousand dollars (\$2,000) per year payable in equal quarterly installments. In the event of changed circumstances which require the employee to revoke his/her insurance waiver, the employee must provide the Town with notice of such changed circumstances and return any money received in exchange for



such waiver to the Town on a prorated basis. Insurance coverage waivers are subject to any limitations or restrictions which may be imposed by the applicable insurance carriers. Employees who waive insurance coverage and subsequently apply for reinstatement shall be subject to all restrictions for reinstatement imposed by the applicable insurance carriers, including any waiting periods.

#### Section 5

In the event that the Town requires any other Town employees to contribute toward health insurance premiums in an amount that exceeds the amount contributed by employees in the bargaining unit, the Town shall have the right to notify the Union of this fact and upon such notice, the parties mutually agree to re-open this Agreement for the sole purpose of negotiating increases to premium cost sharing for bargaining unit employees in a manner commensurate with such other Town employees.

#### Section 6

The Town shall provide full-time bargaining unit employees with a short term disability benefit which, subject to benefit plan terms and requirements, provides eligible employees with a benefit at the rate of sixty percent (60%) of basic weekly earnings up to a maximum of \$400 per week. Benefits begin on the first day of an accident or eighth day of an illness and are available for up to a maximum of thirteen (13) weeks. Employees shall be required to exhaust all paid sick leave benefits before being eligible to apply for short-term disability benefits.

The Town shall provide full-time employees with a long-term disability benefit which, subject to benefit plan terms and requirements, provides eligible employees with a benefit at the rate of sixty percent (60%) of basic monthly earnings, up to a maximum benefit of \$5,000 per month. Benefits begin, if eligible, after short-term disability benefits are exhausted.

#### Section 7

The Town shall not be responsible for any plan changes or administrative requirements which may be imposed by any of the insurance carriers providing benefits under this Agreement. In the event of any substantial plan changes imposed by insurance carriers (i.e., employee co-pays, premium costs, coverage limits, etc.), the Town shall promptly notify the Union when it learns of such changes and the parties agree that upon request, they shall negotiate over the impact of such changes.

#### Section 8

An employee, upon retirement after attaining age fifty-five (55) with a minimum of ten (10) years of full-time service with the Town, shall be permitted to purchase for him/herself and eligible spouse, the same medical and dental insurance benefits provided by the Town for employees, as those benefits may change from time to time. Such retirees shall be responsible for paying 100% of the cost of such benefits. An individual's right to purchase such insurance at retirement shall be subject to any terms and conditions that may be imposed by the applicable insurance carriers.

**ARTICLE IX**  
**VACATION**

Section 1

Full-time employees shall earn and accrue vacation time in accordance with the following schedule based upon the employee's years of continuous full-time service:

<u>Length of Continuous Full-Time Service</u>	<u>Vacation Accrual Annual</u>
From date of hire to 6 Months	None
6 Months to 1 Year	42 hours
1-4 Years	84 hours
5-9 Years	126 hours
10-19 Years	168 hours
20-29 Years	210 hours
30+ Years	252 hours

Employees will accrue vacation on a monthly basis at the rate determined by their length of continuous full-time service.

Section 2

The time for taking vacations must be approved in advance by the Fire Chief or his/her designee. In deciding whether to approve an employee's request for vacation, the Fire Chief or his/her designee shall take into consideration the needs of the Town and the wishes of the employee. Employees shall be required to request vacations in writing by memorandum to the Fire Chief. Approval of the request for vacation shall be at the discretion of the Fire Chief, subject to Section 6 below.

Section 3

Starting after one (1) full year of service an employee may carry over a maximum of forty-two (42) hours earned vacation days from one year to the next and shall be allowed to accumulate vacation leave up to the following maximum limits based upon the employee's length of continuous full-time service:

<u>Length of Continuous Full-Time Service</u>	<u>Maximum Accumulated Carryover</u>
From date of hire to 1 year	None
1-4 years	42 hours
5-19 years	84 hours
20+ years	126 hours

All unused vacation in excess of the maximum accruals allowed above shall be forfeited. Glen Reynolds shall be exempt from the carryover maximums set forth in this Section provided he shall not be permitted to accrue additional vacation in excess of the hours he has accrued as of June 30, 2022.

#### Section 4

Employees will earn vacation proportionately throughout the year and vacation shall be accumulated on their anniversary date based on their length of continuous service as of such date. Employees shall be compensated at their hourly rate for all accrued vacation time in the event of their voluntary termination from employment with the Town, provided they give the Town no less than one (1) month's advance written notice of their termination date, and the employee returns all Town property, records, or assets in proper working order.

#### Section 5

Vacation time may be approved in six (6) hour increments.

#### Section 6

Whenever more than one employee requests vacation during the same time period and the Town determines that not all requesting employees may be off at such time, preference shall be given based on seniority, provided that an employee who has received approval to take vacation shall not be bumped by a subsequent request from a more senior employee. In such case, the more senior employee will need to request an alternative vacation period. Employees who have used more vacation than they earned prior to their termination of employment shall reimburse the Town for any excess vacation used either from their final pay or by separate payment.

### **ARTICLE X** **HOLIDAYS**

#### Section 1

The Fire Department shall recognize the following holidays. Every holiday shall be categorized as a major or minor holiday.

##### Minor Holidays

- New Year's Day
- Martin Luther King Day
- Presidents' Day
- Good Friday
- Easter Sunday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day

##### Major Holidays

- Thanksgiving
- Christmas

- Veterans' Day
- Day After Thanksgiving

### Section 2

Due to the nature of emergency services needing coverage at all times, holidays shall be observed on their actual date. The Fire Chief shall review the coverage needs of the department and develop a policy governing the career staffing levels needed on each holiday.

### Section 3

As holidays occur, full-time employees shall accrue eight (8) hours of holiday leave, regardless of whether the employee was scheduled to work that day or not.

Holiday leave can be used on that holiday or anytime in the following calendar year on days that the Department otherwise meets minimum staffing.

Employees who have used more holiday pay than they earned prior to their termination of employment shall reimburse the Town for any excess holiday pay used either from their final pay or by separate payment.

### Section 4

An eligible employee that works on any observed major holiday as set forth in Section 1, with the exception of Christmas Day, shall be paid at the rate of one and one-half (1½) times his/her regular rate of pay in addition to holiday pay. An eligible employee required to work on Christmas Day shall be paid at the rate of two (2) times his/her regular rate of pay in addition to holiday pay.

Hours worked on minor holidays will be paid at the employee's normal rate of pay.

## **ARTICLE XI** **LEAVE PROVISIONS**

### Section 1

Full-time employees shall accrue paid sick leave at the rate of ten and one-half (10.5) hours for each month of full-time service with the Town, cumulative to a maximum of seven hundred and fifty-six (756) hours. Employees hired prior to July 1, 2022, who leave employment with the Town in good standing, shall be paid for one-third (1/3) of their accumulated sick leave at the time of their separation. Glen Reynolds shall be exempt from the partial payout language set forth in this Section provided he shall not be permitted to accrue additional sick leave in excess of the hours he has accrued as of June 30, 2022. Employees hired on or after July 1, 2022 shall not be eligible to be paid for accumulated sick leave at separation from service.

Bargaining unit employees shall maintain any accumulated sick leave they have as of the date of the signing of this Agreement.

Employees who have used more sick leave than they earned prior to their termination of employment shall reimburse the Town for any excess sick time used either from their final pay or by separate payment.

## Section 2

Sick leave is defined as the authorized absence from duty with pay for any of the following reasons:

- a. Personal illness or physical incapacity of the employee which is not determined to be work-related injury or illness for which benefits are provided under the Workers' Compensation statutes;
- b. Illness or physical incapacity of a member of the employee's immediate family when the employee's attendance is required to care for such person (up to a maximum of three (3) days per calendar year). For this purpose "immediate family" is defined as employee's parent, grandparent, spouse, child, stepchild, grandchild;
- c. Legally enforced quarantine which prevents employees from working.

## Section 3

A medical certificate acceptable to the Town may be required for any absence of three (3) consecutive working days or more, or in the event of frequent or habitual absences.

## Section 4

The Town shall allow employees leaves of absence without pay as required by the federal Family and Medical Leave Act of 1993 which allows qualified employees up to twelve (12) weeks of leave in any twelve (12) month period. With the exception of up to forty-two (42) hours of paid leave, employees must first exhaust all paid leave benefits (i.e., vacation, compensatory time and sick leave) before becoming eligible to utilize unpaid leave. Such paid leave will be credited against the employee's eligible leave under the Family and Medical Leave Act of 1993.

## Section 5

Except as otherwise required by law, while on unpaid leaves of absence of thirty (30) days or more, eligible employees shall be required to pay the full cost of their health insurance benefits to themselves and their eligible dependents.

## Section 6

Full-time employees shall be permitted up to a maximum of forty-eight (48) hours of paid personal leave each calendar year, provided that any personal leave days used shall be deducted from the employee's accrued sick leave. In addition, full-time employees shall be permitted up to twenty-four (24) hours of paid bereavement leave in the event of the death of a member of the employee's immediate family to attend activities which are related to such death. An employee's "immediate family" shall include the employee's spouse, parents, step-parents, grandparents, children, step-children, siblings, grandchildren, daughter-in-law, son-in-law, as well as the parents and grandparents of the employee's spouse.

## **ARTICLE XII** **GRIEVANCE PROCEDURE**

### Section 1

The term "grievance" is defined as an alleged violation, misapplication or misinterpretation of any of the specific provisions of this Agreement.

### Section 2

Except for probationary employees, as defined in Article XIII, the Town agrees that no employee shall be discharged without just cause.

### Section 3

Adjustment of all grievances shall be sought in accordance with the following three-step procedure:

Step 1: A grievance shall be filed with the Department Head within ten (10) working days of the occurrence which gives rise to the grievance. The grievant shall meet with the Department Head or his/her designee, within ten (10) working days of the time the grievance is filed in an attempt to resolve the grievance.

Step 2: If no satisfactory settlement is reached, the grievance may be pursued by the employee to the First Selectman by providing the First Selectman with a copy of such grievance within ten (10) working days after the decision of the Department Head. The First Selectman or its designee will schedule a meeting with the grievant to attempt to resolve the issues related to the grievance within twenty (20) working days following the employee's filing the grievance with the First Selectman.

Step 3: In the event the grievance is not settled at Steps 1 or 2, the Union may, within ten (10) working days request mediation with the State Board of Mediation and Arbitration ("SBMA"), by providing a written request to the SBMA, with a copy to the Town within such period.

Step 4: In the event that the grievance is not settled at Steps 1, 2 or 3, then the Union may seek arbitration of the grievance with the appropriate arbitration forum. The parties agree that the arbitration forum shall alternate between the Connecticut State Board of Mediation and Arbitration and the American Arbitration Association, unless otherwise mutually agreed by the parties. The first grievance to be processed to arbitration shall be heard by the American Arbitration Association. The next grievance to be processed to arbitration shall be heard by the Connecticut State Board of Mediation and Arbitration, and so on. The Union's request for arbitration shall be in writing and must be filed with the appropriate arbitration forum, with a copy to the First Selectman, within ten (10) working days after the time of the First Selectman's decision at Step 2, or if the Union makes a timely request for mediation, within ten (10) working days after the close of the mediation session. The decision of the arbitrator shall be final and binding upon both parties, provided it is in accordance with the law. The arbitrator shall not have jurisdiction to make an award which has the effect of amending, altering, enlarging or ignoring any of the provisions of this Agreement which were in effect at the time of the occurrence of the incident which gave rise to the grievance.

#### Section 4

The parties shall pay their respective costs for arbitration, including the arbitrator's fee.

#### Section 5

Any time limits specified in this Article, except for the initial filing of a grievance, may be extended by mutual written agreement of the Union and the First Selectman. If a grievance is not processed in accordance with the time requirements, it shall be deemed settled on the basis of the answer provided at the last step to which the grievance was processed in a timely manner.

#### Section 6

In the event that the Town's representative does not provide the Union with a timely response to the grievance following the meeting of the parties, the employee or, if appropriate, the Union may proceed with the next step of the grievance procedure provided that the Union or the employee, if appropriate, does so within the specific time limits set forth above.

### **ARTICLE XIII** **SENIORITY/LAYOFFS**

#### Section 1

No employee shall accrue seniority until he/she has completed his/her probationary period of employment. The probationary period for all new employees shall be one hundred and eighty (180) calendar days which may be extended up to an additional ninety (90) calendar days in the Town's sole discretion, during which time the employees shall have no seniority rights. An employee may be disciplined up to and including termination of employment during the probationary period for any reason and shall have no recourse to the grievance procedure

provided for in this Agreement. Upon satisfactory completion of the probationary period, the employee's seniority shall become effective from the date of hire. An employee shall serve a new probationary period of ninety (90) calendar days in the event the employee is transferred or promoted to a new position. If the employee fails to successfully complete the probationary period, the employee shall be returned to his/her former position, provided such position exists and, if not, the employee shall be laid off. If the former position still exists but is filled by a less senior employee, then the more senior employee may elect to bump the less senior employee to regain his/her former position. If the employee is laid off then for one year following layoff the employee will be eligible to be recalled if a comparable vacancy for which the individual is fully qualified is posted by the Town.

## Section 2

In the event of layoff, the Town shall determine which classification(s) shall be reduced and employees within such classification(s) shall be subject to layoff in inverse order of seniority within the bargaining unit.

## Section 3

When the Town determines that a vacancy exists, the Town shall post the position internally and at the same time shall accept outside applications. The Town shall fill each vacancy with the most qualified applicant. Where two or more members of the bargaining unit are equally qualified, and are determined by the Town to be the most qualified applicants for the position, the position shall be offered to the applicant with greatest seniority.

## Section 4

Employees who separate from employment either voluntarily or by layoff and are later rehired by the Town within one (1) year from the date of separation shall return with credit for service up to the date of separation.

## **ARTICLE XIV** **MANAGEMENT RIGHTS**

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 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:

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



- b. To establish or continue policies, practices and procedures for the conduct of Town business and, from time to time, to change or abolish such policies, practices or procedures;
- c. To discontinue processes or operations;
- d. To select and to determine the number and types of employees required to perform the Town's operations;
- e. To employ, transfer, promote or demote employees, or to layoff, terminate for just cause or otherwise relieve employees from duty for lack of work or lack of funds;
- f. To prescribe and enforce reasonable rules and regulations provided such rules and regulations are made known to employees affected by them including but not limited to prescribing rules for the maintenance of discipline and for the performance of work in accordance with the requirements of the Town;
- g. To establish contracts or subcontracts for any of the Town's operations, provided that this right shall not be used for the purpose or intention of undermining the Union or of discriminating against its members. The Town also shall have the right to supplement the bargaining unit workforce with contractors and other non-bargaining unit members to accomplish tasks performed by members of the bargaining unit;
- h. To create job specifications and revise existing job specifications as deemed necessary and to ensure that related duties connected with departmental operations, whether enumerated in job descriptions or not, shall be performed by employees provided that, upon request, the Town agrees to negotiate with the Union regarding any significant impact which any such change may have on employees' wages, hours or other terms of employment;
- i. To take any action which the Town reasonably believes is necessary to comply with any legal requirement regardless of the restrictions imposed by any terms and conditions of this Agreement, provided the Town establishes the legal obligation.

**ARTICLE XV**  
**MISCELLANEOUS**

**Section 1**

The Fire Chief shall develop a written policy which sets forth appropriate duty uniforms. The Fire Department shall provide each employee with up to a maximum of six hundred dollars (\$600.00) annually for the purchase of approved uniforms. Such monies shall be paid by the Fire Department upon receipt of an invoice for such uniforms, or reimbursed to an employee upon submittal to the Fire Department of a valid receipt. Only uniforms approved by the Fire Chief or

his/her designee shall be eligible for payment of reimbursement. The Fire Department shall provide a Class A uniform to each employee after completing at least two (2) years of continuous service and agrees to replace as needed with approval from the Fire Chief or his/her designee, consistent with the current practice followed by the Fire Department.

The Fire Department shall provide each full-time employee with a uniform cleaning allowance of fifteen (\$15) dollars per pay period.

#### Section 2

The Town will pay for all training required by law or medical control as it relates to the Town's EMS obligations. Currently, the Town provides training for fire fighters in the areas of self-contained breathing apparatus, hazmat awareness, blood borne pathogens, SOG's, and incident command. The Town may approve reimbursement for other training but the Town's denial of a request for such training shall not be subject to the grievance procedure.

#### Section 3

The Town is receptive to employee recommendations regarding improvement of workplace safety. If the Town determines that an unsafe condition exists, it will attempt to address the safety concern. Employees may also bring workplace safety concerns to the attention of Connecticut OSHA.

#### Section 4

Employees may request Town sponsorship in order to be able to attend certain fire related training. When an employee requests such sponsorship he/she shall submit such request to the Chief. Whenever such training is not required by the Fire Department, employees will not be paid for time spent in such training. The Town will budget up to \$2,000 per employee which may be used for approved training, professional memberships, certification fees and licenses, class costs and for lodging but only when an employee must travel at least one hundred (100) miles to attend the training.

#### Section 5

The Chief shall have discretion to assign light duty work for up to four (4) weeks depending upon the nature of the employee's work restrictions and the availability of productive work that can be performed with such restrictions.

#### Section 6

Employees may not have exposed tattoos above the shirt collar, facial piercings, gauges or facial jewelry while on duty.

## Section 7

Employees shall be required to provide the Department with annual physical reports meeting OSHA requirements. Any employee who fails to maintain an up-to-date annual physical shall be placed on unpaid administrative leave until such time as the physical report is provided to the Department and may be subject to discipline up to and including termination.

The Town shall be responsible for paying for the cost of the physical and employees may be released from duty for up to four (4) hours to have the physical, provided that it will not result in a reduction below staffing minimums or any additional cost to the Town.

## **ARTICLE XVI** **PERSONNEL RECORDS**

### Section 1

An employee shall be provided with a copy of all material that is critical of the employee's performance and is placed in his/her personnel file. The employee shall be required to sign such material. The employee's refusal to sign such material shall be grounds for further disciplinary action. The signing of such material shall not be construed as agreement with the material but only an indication of receipt and review thereof. The employee shall have the opportunity to comment in writing on such material. An employee shall be permitted to examine and make a copy of any material in his/her personnel file. Upon presentation of written authorization by an employee, a Union steward or a representative of the Union may have access to an employee's personnel file.

### Section 2

An employee shall be given a copy of all disciplinary actions pertaining to him/her. The employee shall be required to review and sign such material. An employee's refusal to sign such material shall be grounds for further disciplinary action. The signing shall not be construed as agreement with such discipline, but only an indication of receipt and review thereof.

## **ARTICLE XVII** **RETIREMENT PLAN**

Full-time employees shall be eligible to receive deferred compensation in the amount of six percent (6%) of their base wages paid by the Town to an appropriate deferred compensation plan to be maintained by the Town, provided that such employees shall be required to contribute a minimum of three percent (3%) of their base wages to such deferred compensation plan to be established by the Town, by an irrevocable payroll deduction agreement. The Town shall pick up the employee's required contribution as a pre-tax contribution amount.

**ARTICLE XVIII**  
**SAVINGS CLAUSE**

Should a court of competent jurisdiction find any provision of this Agreement to be unlawful, the remainder of the Agreement shall remain in force. Following a final ruling by the court, the parties shall meet to negotiate a substitute for the invalidated provision.

**ARTICLE XIX**  
**CALL BACKS**

From time to time it shall be necessary to call back eligible employees under the terms of this Agreement due to a major emergency event in Town which requires additional manpower. The Fire Chief shall establish a policy regarding automatic call backs along with the adoption of technologies to notify eligible employees. Once a call back is initiated, employees shall have thirty (30) minutes to report to the station for assignment. Members that report to the station within such period shall be compensated for their time but not less than a minimum of two (2) hours of compensation.

**ARTICLE XX**  
**SWAPS/COMPENSATORY TIME**

Section 1

Eligible employees may elect to voluntarily enter in to swaps or trades of scheduled shifts with other employees at the Fire Department under the following conditions:

- a. The swap must be requested in writing, signed by both parties, and pre-approved by the Fire Chief or his/her designee;
- b. The member regularly scheduled for the shift is ultimately responsible for making sure that the shift is in fact covered and that their replacement has arrived;
- c. Swaps are arrangements between employees and not the Town. Therefore, time cards shall reflect the employee who is being paid for the shift;
- d. Swapped hours worked will not be factored into overtime calculations;
- e. Employees may not accrue more than forty-eight (48) hours owed to others at any point in time;
- f. The Town shall not be held responsible in any way if the swap is not repaid.

## Section 2

When an employee works in excess of his/her normally scheduled hours in a work week, he/she may either be paid overtime, or may elect to accrue the time as compensatory time. If an employee requests to accrue compensatory time, an appropriate form shall be supplied to the Chief or his/her designee no later than the end of the pay period. Employees may bank up to a maximum of eighty-four (84) hours of compensatory time. When an employee requests to use four (4) or more hours of compensatory time, he/she must put such request in writing and submit it to the Fire Chief or his/her designee at least forty-eight (48) hours in advance. Compensatory time may be used in thirty (30) minute increments. The use of compensatory time shall not drop the department below the minimum staffing guidelines outlined below.

## Section 3

Employees may voluntarily decide amongst themselves to participate in a program of "early relief." In those instances where a specific employee is being relieved by another, the employees may agree to have the incoming employee arrive up to one (1) hour early, to relieve the employee coming off shift. This arrangement is between the incoming and outgoing crews and shall not change the hours reported in the time and attendance system.

## **ARTICLE XXI** **MINIMUM STAFFING**

The Town of Somers Fire Department will be required to have at least one (1) Firefighter/ Paramedic on duty 24-hours a day, 7 days a week. In addition, there shall be at least one (1) additional employee on duty Monday through Friday from 06:00 to 18:00 hours, excluding major holidays.

These positions shall be filled in accordance with the Department's "Shift Scheduling" policy. In accordance with that policy employees may occasionally be held over or ordered in to maintain these minimum staffing levels.

Under normal circumstances, an employee will not be scheduled to work more than forty-eight (48) hours without being given at least twelve (12) hours off. This may be suspended during a state of emergency. This also shall not prevent holdovers when the needs of the Department require continuous staffing.

## **ARTICLE XXII** **EMERGENCY MEDICAL CERTIFICATION**

### Section 1

The Town of Somers Fire Department is presently licensed to provide EMS Service at the First Responder and BLS Transport levels and all employees covered by this Agreement are expected to staff these units when necessary. All employees covered under this Agreement shall have and

maintain a valid State of Connecticut Emergency Medical Technician Certificate at the EMT level or higher.

## Section 2

Town of Somers Fire Department is also licensed to provide ALS services to the community.

No employee that was hired as an EMT shall be required to obtain AEMT or Paramedic certification in order to maintain his/her employment.

Any employee may voluntarily elect to increase his/her level of certification to AEMT or Paramedic. Upon successful approval of medical control, the employee will then be eligible for the applicable pay rates as indicated in Appendix A.

Employees who are an AEMT may elect to drop back to EMT at any time and for any reason, as long as they provide at least thirty (30) days written notice to the Fire Chief.

Beginning July 1, 2019, employees that were hired or assigned to the role of Paramedic must maintain their paramedic credentials and medical control, unless they have written permission from the Fire Chief to drop their certification to the EMT or AEMT level.

In the event that the Department has an open EMT or AEMT position, current Paramedics shall be given the first right of refusal, based on seniority as a paramedic in the Department, to fill that position. Once selected, that employee will no longer be required to maintain Paramedic credentials. In these instances, the employee will return to the appropriate EMT or AEMT level of pay.

## Section 3

Employees must complete any required medical recertification classes prior to the expiration date listed on their certification card(s). This will ensure that the Office of Emergency Medical Services can process their renewal and issue a new card before the ninety (90) day extension expires.

The Town shall pay for the recertification classes, and employees will be allowed to take the classes during working hours.

If any employee fails to renew his/her certification/license with the State prior to the expiration date, or if any employee has his/her medical control suspended for any reason, the Fire Chief may place that employee on unpaid administrative leave. The employee may elect to use paid leave benefits (i.e., compensatory time or vacation) in order to be paid during such administrative leave, to the extent of available paid leave. If the employee's certification, license, or medical control is not fully reinstated within ninety (90) days, then the employee may be terminated at the discretion of the Town and such decision shall not be challengeable in accordance with the terms of the contractual grievance procedure.

**ARTICLE XXIII**  
**DRIVING**

Employees covered under this Agreement must be capable of driving all fire apparatus. As such all employees must have and maintain a valid State of Connecticut driver's license or a valid driver's license in the state where they reside. All employees must produce evidence of their having successfully completed a Q or CDL training program and obtain written approval to drive fire apparatus from the Somers Fire Chief before the completion of their probationary period.

All employees must complete and pass an annual physical. If the employee has a CDL, the Town will pay for the DOT medical card that is required.

Any employee that loses his/her license or has it suspended or revoked must notify the Fire Chief prior to the employee's next scheduled shift.

If any employee fails to renew his/her driver's license prior to the expiration date, or if any employee has his/her license suspended for any reason, the Fire Chief may place the employee on unpaid administrative leave. The employee may elect to use paid leave (i.e., compensatory time or vacation) in order to be paid during such administrative leave to the extent of available paid leave. If the employee's license is not fully reinstated within thirty (30) days then the employee may be terminated at the discretion of the Town and such decision shall not be challengeable in accordance with the terms of the contractual grievance procedure.

**ARTICLE XXIV**  
**FIRE INSPECTOR**

Eligible employees may elect to participate in the Fire Inspector program. Employees in this program who have completed the State of Connecticut Fire Marshal – Precertification Program may be sworn in as a Fire Inspector or Deputy Fire Marshal based on the needs of the Town as determined by the Fire Chief. Employees in this program are expected to complete an average of two (2) routine fire inspections per week. Inspection forms must be entered into the Fire Department's information systems. To remain qualified employees must maintain all State continuing education requirements. Employees will be allowed to attend at least ten (10) credits of Fire Marshal-related continuing education courses every year during work hours. Employees that are certified as Fire Investigators will be expected to assist with origin and cause investigations at incidents in Town. "On-Call" rotation will be set up with all the participating employees in this group for calls after hours.

Employees in the program will receive additional compensation as indicated in Appendix A.

Full-time employees who are not yet certified may elect to take the State precertification course as allowed by the Chief of the Fire Department. The Town may sponsor one (1) member per session, based on seniority. Whether the class hours are allowed during work time shall be decided by the Fire Chief based on the needs of the Town.

Any employee who opts out, fails to maintain his/her continuing education credits, or fails to complete the required inspections will be removed from the program, and his/her compensation shall be reduced to the base rate of pay without any certification differential.

**ARTICLE XXV**  
**FIRE WATCH ASSIGNMENTS**

For fire watch or contracted assignments that are pre-scheduled, and for which the Town is getting reimbursed, all full-time employees who are assigned will get paid at a flat rate of fifty dollars (\$50) per hour or eighty percent (80%) of whatever the Town is billing for the employee's service, whichever is greater. Time spent on fire watch and/or contracted assignments will not count as part of normal hours worked, and will not be included in overtime calculations.

Employees may not book off of a normally scheduled shift with the Town to work a fire watch or contracted assignment.

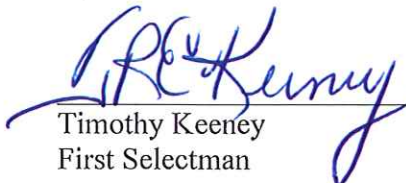
When the Town needs to order employees to work fire watch it will do so on a fair, rotating basis starting with the least senior employee.

**ARTICLE XXVI**  
**DURATION**


This Agreement shall be effective on July 1, 2022, unless a specific provision indicates otherwise, and shall continue in effect through June 30, 2025, provided that this Agreement may be reopened sooner in accordance with the terms of Article VIII, Section 5. This Agreement shall be renewed automatically for successive years thereafter, unless either party notifies the other in writing not more than one hundred eighty (180) days or less than one hundred twenty (120) days prior to the termination date that such party desires to modify this Agreement.

The parties have entered into this Agreement as of this 28 day of June, 2022.

TOWN OF SOMERS

  
\_\_\_\_\_  
Timothy Keeney  
First Selectman

SOMERS FIRE FIGHTERS,  
LOCAL 4284, IAFF

  
\_\_\_\_\_  
George (Ray) Stovall  
President



**APPENDIX A – WAGE RATES**

<b>FY 22-23</b>	<b>Entry Rate</b>	<b>6 Mo.</b>	<b>18 Mo.</b>	<b>36 Mo.</b>	<b>60 Mo.</b>	<b>120 Mo.</b>
Firefighter	\$ 25.06	\$ 26.27	\$ 27.48	\$ 28.09	\$ 28.67	\$ 29.17
<i>FF + FMO</i>	\$ 26.56	\$ 27.77	\$ 28.98	\$ 29.59	\$ 30.17	\$ 30.67
<i>FF + AEMT</i>	\$ 26.56	\$ 27.77	\$ 28.98	\$ 29.59	\$ 30.17	\$ 30.67
<i>FF + AEMT + FMO</i>	\$ 28.06	\$ 29.27	\$ 30.48	\$ 31.09	\$ 31.67	\$ 32.17
<i>FF + Medic</i>	\$ 29.56	\$ 30.77	\$ 31.98	\$ 32.59	\$ 33.17	\$ 33.67
<i>FF + Medic + FMO</i>	\$ 31.06	\$ 32.27	\$ 33.48	\$ 34.09	\$ 34.67	\$ 35.17
Lieutenant	\$ 29.73	\$ 30.01	\$ 30.29	\$ 30.58	\$ 30.87	\$ 31.17
<i>LT + FMO</i>	\$ 31.23	\$ 31.51	\$ 31.79	\$ 32.08	\$ 32.37	\$ 32.67
<i>LT + AEMT</i>	\$ 31.23	\$ 31.51	\$ 31.79	\$ 32.08	\$ 32.37	\$ 32.67
<i>LT + AEMT + FMO</i>	\$ 32.73	\$ 33.01	\$ 33.29	\$ 33.58	\$ 33.87	\$ 34.17
<i>LT + Medic</i>	\$ 34.23	\$ 34.51	\$ 34.79	\$ 35.08	\$ 35.37	\$ 35.67
<i>LT + Medic + FMO</i>	\$ 35.73	\$ 36.01	\$ 36.29	\$ 36.58	\$ 36.87	\$ 37.17
Captain	\$ 31.76	\$ 32.06	\$ 32.37	\$ 32.68	\$ 32.99	\$ 33.30
<i>CP + FMO</i>	\$ 33.26	\$ 33.56	\$ 33.87	\$ 34.18	\$ 34.49	\$ 34.80
<i>CP + AEMT</i>	\$ 33.26	\$ 33.56	\$ 33.87	\$ 34.18	\$ 34.49	\$ 34.80
<i>CP + AEMT + FMO</i>	\$ 34.76	\$ 35.06	\$ 35.37	\$ 35.68	\$ 35.99	\$ 36.30
<i>CP + Medic</i>	\$ 36.26	\$ 36.56	\$ 36.87	\$ 37.18	\$ 37.49	\$ 37.80
<i>CP + Medic + FMO</i>	\$ 37.76	\$ 38.06	\$ 38.37	\$ 38.68	\$ 38.99	\$ 39.30
<b>FY 23-24</b>	<b>Entry Rate</b>	<b>6 Mo.</b>	<b>18 Mo.</b>	<b>36 Mo.</b>	<b>60 Mo.</b>	<b>120 Mo.</b>
Firefighter	\$ 26.56	\$ 27.77	\$ 28.98	\$ 29.59	\$ 30.17	\$ 30.67
<i>FF + FMO</i>	\$ 28.06	\$ 29.27	\$ 30.48	\$ 31.09	\$ 31.67	\$ 32.17
<i>FF + AEMT</i>	\$ 28.56	\$ 29.77	\$ 30.98	\$ 31.59	\$ 32.17	\$ 32.67
<i>FF + AEMT + FMO</i>	\$ 30.06	\$ 31.27	\$ 32.48	\$ 33.09	\$ 33.67	\$ 34.17
<i>FF + Medic</i>	\$ 31.56	\$ 32.77	\$ 33.98	\$ 34.59	\$ 35.17	\$ 35.67
<i>FF + Medic + FMO</i>	\$ 33.06	\$ 34.27	\$ 35.48	\$ 36.09	\$ 36.67	\$ 37.17
Lieutenant	\$ 31.23	\$ 31.51	\$ 31.79	\$ 32.08	\$ 32.37	\$ 32.67
<i>LT + FMO</i>	\$ 32.73	\$ 33.01	\$ 33.29	\$ 33.58	\$ 33.87	\$ 34.17
<i>LT + AEMT</i>	\$ 33.23	\$ 33.51	\$ 33.79	\$ 34.08	\$ 34.37	\$ 34.67
<i>LT + AEMT + FMO</i>	\$ 34.73	\$ 35.01	\$ 35.29	\$ 35.58	\$ 35.87	\$ 36.17
<i>LT + Medic</i>	\$ 36.23	\$ 36.51	\$ 36.79	\$ 37.08	\$ 37.37	\$ 37.67
<i>LT + Medic + FMO</i>	\$ 37.73	\$ 38.01	\$ 38.29	\$ 38.58	\$ 38.87	\$ 39.17

<b>FY 23-24</b>	<b>Entry Rate</b>	<b>6 Mo.</b>	<b>18 Mo.</b>	<b>36 Mo.</b>	<b>60 Mo.</b>	<b>120 Mo.</b>
Captain	\$ 33.26	\$ 33.56	\$ 33.87	\$ 34.18	\$ 34.49	\$ 34.80
<i>CP + FMO</i>	\$ 34.76	\$ 35.06	\$ 35.37	\$ 35.68	\$ 35.99	\$ 36.30
<i>CP + AEMT</i>	\$ 35.26	\$ 35.56	\$ 35.87	\$ 36.18	\$ 36.49	\$ 36.80
<i>CP + AEMT + FMO</i>	\$ 36.76	\$ 37.06	\$ 37.37	\$ 37.68	\$ 37.99	\$ 38.30
<i>CP + Medic</i>	\$ 38.26	\$ 38.56	\$ 38.87	\$ 39.18	\$ 39.49	\$ 39.80
<i>CP + Medic + FMO</i>	\$ 39.76	\$ 40.06	\$ 40.37	\$ 40.68	\$ 40.99	\$ 41.30

<b>FY 24-25</b>	<b>Entry Rate</b>	<b>6 Mo.</b>	<b>18 Mo.</b>	<b>36 Mo.</b>	<b>60 Mo.</b>	<b>120 Mo.</b>
Firefighter	\$ 28.06	\$ 29.27	\$ 30.48	\$ 31.09	\$ 31.67	\$ 32.17
<i>FF + FMO</i>	\$ 29.56	\$ 30.77	\$ 31.98	\$ 32.59	\$ 33.17	\$ 33.67
<i>FF + AEMT</i>	\$ 30.06	\$ 31.27	\$ 32.48	\$ 33.09	\$ 33.67	\$ 34.17
<i>FF + AEMT + FMO</i>	\$ 31.56	\$ 32.77	\$ 33.98	\$ 34.59	\$ 35.17	\$ 35.67
<i>FF + Medic</i>	\$ 33.06	\$ 34.27	\$ 35.48	\$ 36.09	\$ 36.67	\$ 37.17
<i>FF + Medic + FMO</i>	\$ 34.56	\$ 35.77	\$ 36.98	\$ 37.59	\$ 38.17	\$ 38.67
Lieutenant	\$ 32.73	\$ 33.01	\$ 33.29	\$ 33.58	\$ 33.87	\$ 34.17
<i>LT + FMO</i>	\$ 34.23	\$ 34.51	\$ 34.79	\$ 35.08	\$ 35.37	\$ 35.67
<i>LT + AEMT</i>	\$ 34.73	\$ 35.01	\$ 35.29	\$ 35.58	\$ 35.87	\$ 36.17
<i>LT + AEMT + FMO</i>	\$ 36.23	\$ 36.51	\$ 36.79	\$ 37.08	\$ 37.37	\$ 37.67
<i>LT + Medic</i>	\$ 37.73	\$ 38.01	\$ 38.29	\$ 38.58	\$ 38.87	\$ 39.17
<i>LT + Medic + FMO</i>	\$ 39.23	\$ 39.51	\$ 39.79	\$ 40.08	\$ 40.37	\$ 40.67
Captain	\$ 34.76	\$ 35.06	\$ 35.37	\$ 35.68	\$ 35.99	\$ 36.30
<i>CP + FMO</i>	\$ 36.26	\$ 36.56	\$ 36.87	\$ 37.18	\$ 37.49	\$ 37.80
<i>CP + AEMT</i>	\$ 36.76	\$ 37.06	\$ 37.37	\$ 37.68	\$ 37.99	\$ 38.30
<i>CP + AEMT + FMO</i>	\$ 38.26	\$ 38.56	\$ 38.87	\$ 39.18	\$ 39.49	\$ 39.80
<i>CP + Medic</i>	\$ 39.76	\$ 40.06	\$ 40.37	\$ 40.68	\$ 40.99	\$ 41.30
<i>CP + Medic + FMO</i>	\$ 41.26	\$ 41.56	\$ 41.87	\$ 42.18	\$ 42.49	\$ 42.80

**APPENDIX B**  
**JOB CLASSIFICATIONS**

Beginning with the effective date of this Agreement, in lieu of the current paid positions in the bargaining unit, the following positions shall be created:

- a) Fire Fighter - any full-time paid fire fighter that holds a Connecticut State Certified Fire Fighter I Certificate, or acceptable equivalent, and presents such certificate to the Training Officer of the Town of Somers Fire Department, shall be classified as a Fire Fighter and shall receive the rate of pay corresponding to Fire Fighter.
  
- b) Lieutenant - any full-time paid fire fighter with a minimum of five (5) years of experience in the Somers Fire Department who has obtained a minimum certificate of Fire Officer I, or acceptable equivalent, has passed an assessment interview panel established by the Fire Chief, and has been appointed a Lieutenant by the Chief of the Fire Department with the approval of the Town's First Selectman, shall be classified as a Lieutenant and shall be paid at the Lieutenant rate of pay.
  
- c) Captain - any full-time paid fire fighter with a minimum of five (5) years of experience as a Lieutenant in the Somers Fire Department who has obtained a minimum certificate of Fire Officer II, or acceptable equivalent, has passed an assessment interview panel established by the Fire Chief, and has been appointed a Captain by the Chief of the Fire Department with the approval of the Town's First Selectman, shall be classified as a Captain and shall be paid at the Captain rate of pay.

