

**COLLECTIVE BARGAINING AGREEMENT**

between the

**TOWN OF MANSFIELD**

and

**MANSFIELD FIRE FIGHTERS, LOCAL 4120  
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS**

July 1, 2014– June 30, 2017

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**COLLECTIVE BARGAINING AGREEMENT BETWEEN  
THE TOWN OF MANSFIELD  
and  
THE UNIFORMED PROFESSIONAL FIRE FIGHTERS OF CONNECTICUT**

**ARTICLE I  
RECOGNITION**

- 1.1 The Town of Mansfield (the "Town") recognizes the Uniformed Professional Firefighters of Connecticut (the "Union") as the exclusive representative of all uniformed fire fighters employed by the Town, with the exception of the Fire Chief and/or any chief or deputy chief, and all volunteer members of the Mansfield Fire and Emergency Services who may be appointed by the Town and meets the definitions of exclusion from the bargaining unit by the Connecticut State Board of Labor Relations.
- 1.2 For the purposes of this Agreement:
- a. A full-time employee is one who is regularly scheduled to work an average of forty-two (42) hours per week.
  - b. A part-time employee is one who works fewer hours than an average of forty-two (42) hours per week on an annual calendar year basis. Partial weeks (less than seven days) from the first and last weeks of the calendar year will not be used in calculating the average hours worked

**ARTICLE II  
NON-DISCRIMINATION**

- 2.1 All provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination because of race, color, creed, religion, sex, age, national origin, marital status, sexual orientation, genetic makeup, gender identity, political affiliation, union membership, military service and veteran's status, disability, except on the basis of bona fide occupational qualification or business necessity, or any other protected class. In recognition of the employee's alternate remedies under state and federal law, and the Town's Anti-Discrimination policies as provided for in the Town's Personnel Rules dated January 23, 2012 and may be amended from time to time, no grievance may be filed alleging breach of this provision.

**ARTICLE III  
NO STRIKE--NO LOCKOUT**

- 3.1 The Union and the employees expressly agree that there will be no strikes, slowdowns, picketing during working hours, work stoppages, mass absenteeism, mass feigned illness or other similar forms of interference with the operation of the Town.
- 3.2 The Town agrees that it will not lock out the employees covered by this Agreement during its term.
- 3.3 Any or all employees participating in such strike or other prohibited activity described above in Section 1 shall be subject to disciplinary action by the Town up to and including discharge.

**ARTICLE IV  
MANAGEMENT RIGHTS**

- 4.1 Except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, the Town has and will continue to retain, whether exercised or not, all the rights, responsibility and prerogatives of management of the affairs of the Town and direction of the workforce, 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 or to discontinue their performance by employees.
  - 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 lay off, terminate for just cause 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. The Town may establish contracts or sub-contracts for operations provided that this right shall not be used for the purposes or intention of laying off bargaining unit employees, undermining the Union, discriminating against its members, or reducing the number of full-time Firefighter/EMTs.

- f. 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 and to the Union.
- g. 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 change in job specifications may have on employees' wages, hours or other terms of employment.
- h. To ensure that related duties connected with Town operations, whether enumerated in job descriptions or not, shall be performed by employees.

**ARTICLE V  
UNION SECURITY**

- 5.1 As a condition of employment, all regular employees in the bargaining unit shall become and remain members of the Union in good standing within thirty (30) days of hire, or, if the employee chooses not to become a member of the Union, then the employee shall pay an agency service fee. The agency service fee shall be that proportion of Union dues which is expended for the purposes of collective bargaining, contract administration and grievance processing.
- 5.2 The Town agrees to deduct Union dues and/or fees from the pay of those employees who voluntarily authorize such deductions in writing or agency service fees established by the Union for non-members. The Town shall submit same to the Secretary-Treasurer of the Union no later than the fifteenth of each month.
- 5.3 The deduction of Union dues and dues during any month shall be made during the applicable month and shall be remitted to the financial officer of the Union not later than the third Thursday of the following month. The monthly dues remittance to the Union shall be accompanied by a list of names of employees from whom wage dues deductions have been made.
- 5.4 The Union shall supply to the Town written notice at least thirty (30) days prior to the effective date of any change in the rates of fees and dues.
- 5.5 No dues or fees will be deducted when an employee has exhausted accumulated sick leave or is collecting workers' compensation or whose earnings are insufficient to cover dues after taking other legally required deductions.

- 5.6 The Union shall indemnify and hold the Town harmless from any and all demands, suits, complaints, claims, costs and liabilities including reasonable attorney's fees and the cost of hearings caused by or arising out of the administration or enforcement of this article.

**ARTICLE VI  
GRIEVANCE PROCEDURE**

- 6.1 The following terms are agreed to mean as stated below.

- a. "Grievant" is defined as any member of the bargaining unit and may include a group of employees similarly affected by a grievance or the Union. "Town" shall mean the Town or an agent of the Town, at the Town's option. Nothing contained herein shall prevent an employee from presenting his/her own grievance and representing himself/herself. However, only the Union may proceed to arbitration.
- b. "Days" are defined as week days (Monday through Friday) and shall exclude Saturdays, Sundays and holidays.
- c. "Grievance" shall mean a claim that there has been a violation, misinterpretation or misapplication of a specific provision of this agreement.

- 6.2 The following time limits are established regarding grievances.

- a. Since it is important that a grievance be processed as rapidly as possible, the number of days indicated at each step shall be considered as a maximum. The time limits specified may, however, be extended by written agreement of the parties.
- b. If an aggrieved person does not file a grievance in writing at Step 1 within ten (10) days after the employee knew or reasonably should have known of the event or condition giving rise to the grievance, then the grievance shall be considered waived.
- c. Failure at any step of this procedure to communicate a decision within the specified time limits shall be deemed denial of the grievance and shall permit the aggrieved person to proceed immediately to the next step. Failure at any step to appeal within the specified time limits shall be deemed to be acceptance of the last decision rendered.
- d. Any time limits specified within this article may be extended by written mutual agreement of the Union and the Town, provided that if the grievance is not submitted to a higher step in the above procedures, it shall be deemed settled on the basis of the Town's answer in the last step considered.

### **6.3 Step One – Fire Chief.**

Either the Union or an aggrieved employee who wishes to pursue a grievance shall present the grievance in writing to the Fire Chief within ten (10) days after the employee knew or reasonably should have known of the event or condition giving rise to the grievance. The grievance shall set forth the underlying facts and references to the specific provisions of the contract which the Union or the employee claims have been violated. A meeting to discuss such grievance, including at least one officer or business agent of the union and the Town, will be held no later than fifteen (15) days from the date of the request for such a meeting by either party unless otherwise agreed upon by the parties. Within fifteen (15) days following such meeting, the Fire Chief shall render his/her decision and the reasons therefore in writing to the grievant(s). A copy shall be sent to the Union representative designated on the grievance form.

### **6.4 Step Two - Town Manager.**

If the grievant(s) or the Union is not satisfied with the disposition of the grievance at Step One, the grievant(s) or the Union may, within ten (10) days of receipt of the decision at Step One, refer the grievance to the Town Manager. A meeting to discuss such grievance, including at least one officer or business agent of the union and the Town, will be held no later than fifteen (15) days from the date of the request for such a meeting by either party unless otherwise agreed upon by the parties. Within fifteen (15) days following such meeting, the Town Manager shall render his/her decision on the grievance in writing to the grievant(s) with a copy to the Union.

### **6.5 Step Three - Arbitration.**

Within fifteen (15) days after receipt of the Town Manager's decision, the Union may submit the grievance to arbitration and will provide notice of the filing to the Town Manager in writing. If the grievance involves a suspension equal to or greater than forty two (42) hours for a full-time employee or twenty four (24) hours for a part-time employee or discharge of an employee, the Union shall file the grievance with the American Dispute Resolution Center and Arbitration shall proceed in accordance with the rules of the American Dispute Resolution Center. Any other type of grievance may be filed with the Connecticut State Board of Mediation and Arbitration. All arbitrations shall proceed in accordance with the following:

- a. The arbitrator shall hear and decide only one grievance in each case. The arbitrator shall have no power in any matter to make an award that amends, adds to, subtracts from, or eliminates any provision of this Agreement. The arbitrator shall be bound by, and must comply with, all terms of this Agreement.
- b. The arbitrator shall, within thirty (30) days after the hearing, render his/her decision in writing to the parties in interest, setting forth his/her findings of fact, reasoning and conclusions. Such decisions shall be binding on all parties except as provided by law.

- c. The costs of the arbitrator's fee shall be borne equally by both parties. It is understood that each party is responsible for its own costs for legal counsel, expert witnesses and other expenses.
- d. No employee may proceed to arbitration on his/her own; only the Union may submit a grievance to arbitration.

**ARTICLE VII  
PROMOTIONAL VACANCIES**

- 7.1 All appointments and promotions shall be made in accordance with the Town's merit system, including a review of the candidate's length of service with the Town, training, experience, and education. Full-time openings for Firefighter/EMT's shall not be considered promotional vacancies.
- 7.2 When the Town determines a promotional vacancy is to be filled, the Town agrees to post a notice of the vacant position via email and on the employee intranet. The notice shall be posted for a period of not less than five (5) working days.
- 7.3 Bargaining unit employees shall be eligible to apply for and participate in promotional examinations posted in accordance with §7.2. When and if the Fire Chief determines, in his sole discretion, that an insufficient number of well-qualified internal applicants are available from within the bargaining unit subsequent to an initial posting, the Fire Chief may open promotional examination eligibility to outside candidates in order to provide an adequate number of candidates for consideration, provided that the determination of the Fire Chief in this Section is not arbitrary or capricious. This section shall not apply to hiring processes for entry level positions.

**ARTICLE VIII  
PROBATIONARY PERIOD**

- 8.1 Every person appointed to a regular position or a new classification shall be required to successfully complete a probationary period which shall be of sufficient length to enable the Town Manager to observe the employee's ability to perform the principal duties pertaining to the position. The probationary period shall begin immediately upon appointment or promotion and shall be as follows:
  - a. Full-time employees: Twelve (12) months, except the Chief shall have the discretion to reduce the length of the probationary period in situations where a newly appointed full-time employee, immediately prior to and without any interruption between their full-time appointment, worked for the department as a part-time employee.

b. Part-time employees: Eighteen (18) months.

Any form of leave, including but not limited to training, attendance at the Connecticut Fire Academy Recruit Training Program, military, compensatory, or worker's compensation leave in excess of fifteen (15) working days shall be excluded from the time counted as probationary period.

An employee appointed to a full-time position who immediately prior to becoming a full-time employee served as a part-time employee for the department who does not successfully complete the probationary period shall be reinstated to the part-time position the employee held prior to becoming a full-time employee. If such position is not available, the employee may displace the last hired part-time employee in the rank or classification occupied immediately prior to becoming a full-time employee, provided the employee remains qualified for that position and the displaced employee is less senior than s/he. If none of these options results in the individual obtaining a position, s/he shall be placed on a reappointment list.

If an employee appointed to a full-time position, who immediately prior to becoming a full-time employee served as a part-time employee for the department, does not successfully complete the probationary period and claims that the decision of the department head was arbitrary, capricious or discriminatory, said employee may process a grievance at Step Two of the grievance procedure but not beyond Step Two.

**8.2** At any time during the probationary period, for a new full-time or part-time employee the Town Manager, in his/her sole discretion, may terminate an employee. Such action shall be in writing to the employee. If an employee is discharged or disciplined during their initial probationary period, neither the employee nor the Union shall have any right to appeal such action through the grievance or arbitration procedure of this Agreement.

**8.3** An employee appointed through promotion who does not successfully complete the probationary period shall be reinstated in a position in the rank or classification occupied by the employee immediately prior to promotion if such a position is available and the employee remains qualified for that position. If such position is not available, the individual will be offered an appointment to a similar position for which s/he is qualified if there is a vacancy in such a position. If a position in the same rank or classification is not available, or if a similar position is not available, the employee may displace the least senior employee in the rank or classification occupied immediately prior to promotion, provided the employee remains qualified for that position and the displaced employee is less senior than s/he. If none of these options results in the individual obtaining a position, s/he shall be placed on a reappointment list.

If an employee who fails a promotional probation claims that the decision of the department head was arbitrary, capricious or discriminatory, said employee may process a grievance at Step Two of the grievance procedure but not beyond Step Two.

- 8.4 Nothing herein precludes the Town from extending an employee's probationary period by mutual agreement of the Town and the Union.
- 8.5 Recruit Rate. If the Town in their sole discretion requires new hires to attend the Connecticut Fire Academy Recruit Training Program, such new hires shall be paid at a recruit rate for a period of six (6) months beginning with their date of hire. The recruit rate of pay shall be eighty two and one half percent (82.5%) of Step 1 of the applicable full or part-time firefighter/EMT pay scale as appropriate. New full-time hires, including internal employees hired into full-time positions, who are not required to attend the Connecticut Fire Academy's Recruit Training Program shall be paid at Step 1 of the full-time firefighter/EMT pay scale.

**ARTICLE IX  
DISCIPLINE**

- 9.1 No employee who has successfully completed the probationary period shall be discharged or suspended except for just cause.
- 9.2 Other than in the case of probationary employees, any discipline or discharge may be appealed through the grievance procedure of this Agreement.
- 9.3 Former employees who have been dismissed (and not reinstated either as a result of the grievance process or with the Town's agreement) or who resigned while charges were pending will not be rehired by the Town.

**ARTICLE X  
INSURANCE PROGRAM**

- 10.1 Medical Insurance. For full-time employees and their dependents the Town will maintain group membership in a PPO and POE/HMO plan. The plan summaries, including information concerning medical, vision and prescription drug coverage and employee co-pays, is summarized in Appendix E of this Agreement. Subject to any plan restrictions, the employee may choose to participate in any of the two options.
- 10.2 The Town and full-time employees agree to share the cost of insurance premiums for the coverage outlined above. The employees are responsible on an annual basis for the percentage amounts listed below, with the payments to be made by payroll deduction from each check in substantially equal payments.

	<u>Effective July 1, 2014</u>	<u>July 1, 2016</u>	<u>Effective January 1, 2017</u>
POE/HMO	17%	18%	19%

PPO	17%	18%	19%
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The Town shall continue to provide a program for payment of premium cost shares by pre-tax salary reduction, to the extent permitted by law.

- 10.3** Dental Insurance. Full-time employees and their dependents may enroll in the dental coverage offered through the Town. Employees will be responsible for the full cost of these benefits. Employees whom elect dental coverage will pay for this coverage through payroll deduction. Upon enrollment, employees and their dependents must remain on the plan for no less than two (2) years from the date of enrollment.
- 10.4** Life Insurance. The Town shall provide each full-time employee with group term life insurance, including accidental death and dismemberment benefits, in an amount equal to the employee's base salary. Changes in base salary will be reported to the insurance carrier in the calendar month following the change in salary.
- 10.5** Change of Carriers. The Town may change the carriers or self-insure for any of the foregoing insurance provided that the benefits shall be the equivalent or better than those provided in the above referenced coverages. The Town is required to obtain agreement from the Union that the benefits are equivalent or better, and such agreement shall not be unreasonably withheld.
- 10.6** Payment in Lieu of Health Insurance. An employee who elects to waive participation in the health insurance plans identified in Section 10.1, shall be eligible for a payment in lieu of insurance in accordance with the Town's standard plan for such payments, including but not limited to completion of the required waiver of insurance forms provided by the Town. Employees that purchase insurance through another employer's plan that is also in the Town of Mansfield health insurance pool or purchase health insurance through any state health insurance exchange are not eligible to participate in this program. The amount of the payments in lieu of insurance shall be based on the level of coverage for which the employee was previously enrolled, and shall be as follows:
- a. individual coverage -- \$1,200
  - b. individual plus one dependent - \$2,400
  - c. individual plus two or more dependents - \$3,000

## ARTICLE XI WORKERS' COMPENSATION

- 11.1** Injury Leave. A full-time employee who is disabled as the result of an on-the-job injury which is accepted as compensable under the Workers' Compensation Act shall be placed on injury leave. Employees on injury leave receive continuation of medical and life insurance benefits and continuation of seniority. When an employee is on injury leave, wages will be paid as follows:

- a. In the case of injuries causing temporary disability which necessitate absences of three (3) days or less, the Town shall pay the employee's full gross base pay for that time, since payments are not made under workers' compensation insurance for such benefits.
- b. For periods in excess of three (3) days but not exceeding six (6) months, the Town shall supplement the payments of the insurance company so that the employee will receive full net pay during such absence, based on the employee's regular base pay.
- c. Such injury leave may be extended to a maximum of an additional four (4) months upon the receipt of the Town of the written opinion of the employee's physician, or one furnished by the Town, prior to the initial six (6) month period, that the employee will be capable of resuming his/her duties within such extended four (4) month period.

**11.2 Light Duty.** The Town shall offer "light duty" to a full-time employee who is temporarily unable to perform the full duties of a firefighter/EMT as a result of an injury that is sustained while on duty for the Town of Mansfield and compensable under the Workers' Compensation Act, subject to the following:

- a. The Town shall offer such light duty if work is available which the employee is able to perform, and only for so long as such work is available. Light duty assignments shall not be unreasonably withheld based on availability, and duration of work.
- b. The restrictions on the employee shall be as determined by a licensed medical practitioner.
- c. The nature and duration of the light duty shall be established by the Fire Chief.

An employee who is offered light duty and refuses the assignment shall forfeit any injury leave payment from the Town. The effect of such refusal on the employee's workers' compensation benefits shall be decided by the Workers' Compensation Commissioner.

The Town may offer "light duty" to full-time employees with other injuries at the discretion of and on approval of the Fire Chief.

**11.3 Health Insurance While on Worker's Compensation Leave.** Health insurance will continue as long as the employee is receiving workers' compensation, as required by law. The Town shall pay its share of the premium for the employee's health insurance; the employee is responsible for his or her cost share of their health insurance premium. Failure by the employee to pay the employee share of the cost of health insurance shall result in a disruption of health benefits subject to the rights of the employee to continue such coverage pursuant to COBRA.

- 11.4 Leave Accruals While On Worker's Compensation Leave. Employees with an approved injury leave in excess of ninety (90) days will no longer be eligible to earn any form of accrued leave after the ninetieth (90) day of such leave until the last day of the calendar month following their return to regular or light duty.

**ARTICLE XII  
COMPLETE AGREEMENT**

- 12.1 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. Accordingly, it is agreed that for the life of this agreement each party voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter, whether or not referred to in this agreement.

**ARTICLE XIII  
SEVERABILITY**

- 13.1 In the event any sentence or provision of this Agreement is determined to be void and unenforceable by an authority of competent legal jurisdiction, that sentence or provision shall be severed from this Agreement, and the remainder of the Agreement shall continue in full force and effect.

**ARTICLE XIV  
HOLIDAYS**

- 14.1 The following shall be considered holidays for full-time bargaining unit employees:

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

- 14.2 In order to receive pay for a holiday, an employee must be in a work or paid leave status or other reason acceptable to the Town on the scheduled work days immediately preceding and following the holiday.

- 14.3 Holiday compensation will be in accordance with the following:

- a. Full-time employees shall receive one hundred twenty (120) hours of holiday pay per year. Holiday pay will be at straight time and shall be paid in two equal installments per fiscal year. Payment shall be prorated for new hires and for those who leave the Town prior to the end of the half-year for which payment has been made.
- b. Full-time employees who are scheduled to work a holiday may take the holiday off, with approved leave, if coverage can be provided. Full-time employees hired prior to July 1, 2005 may designate up to four (4) holidays per year as "holiday leave," if coverage can be provided. Any eligible full-time firefighter who utilizes this special holiday leave for a holiday shall have ten (10) hours deducted from his/her annual holiday payment, or shall reimburse the town if he/she has already received payment for that holiday. For example, if a full-time employee hired prior to July 1, 2005 takes Christmas Day as holiday leave and has already received payment for that holiday, he/she shall reimburse the town for ten (10) hours pay for that day.
- c. Full-time employees who work a holiday shall be granted one hour of compensatory time for each hour worked on the holiday, in addition to the compensation received for holidays under a above. Such compensatory time off shall be taken at a future date that is mutually acceptable to the employee and the Fire Chief. Such holiday time shall be taken not more than one hundred twenty (120) days following the holiday. Holiday time shall be taken in increments of four (4) hours.
- d. Part-time employees who work on a holiday shall be compensated at time and one half (1.50) their base hourly rate.

**ARTICLE XV  
VACATION**

**15.1** Accruals. All full-time employees covered by this Agreement who have completed the probationary period and have completed the following periods of continuous full-time service with the Town will receive paid vacation as follows.

<u>Length of Continuous Full-Time Service</u>	<u>Vacation Leave Accrual</u>	<u>Maximum Accrual on Nov. 1st</u>
1 year up to but not including 5 years	7 hrs/month = 84hrs/yr	168 hours
5 years up to but not including 10 years	10.5 hrs/month = 126 hrs/yr	210 hours
10 years up to but not including 20 years	14 hrs/month = 168 hrs/yr	252 hours
20 years and over	16 hrs/month =192 hrs/yr	276 hours
25 years and over ( <i>ONLY for full-time employees hired prior to 3/1/2004</i> )	17.5 hrs/month =210 hrs/yr	294 hours

- a. Vacation leave earned in any month of service may be used in any subsequent month up to the maximum accrual allowable as stated in Sections 15.1 and 15. 4.
  - b. Employees with approved leaves of absence of ninety (90) calendar days or less, except for unpaid leaves of absence, shall continue to accrue vacation leave as defined in 15.1.
  - c. Employees with approved leaves of absence in excess of ninety (90) calendar days shall cease to accrue vacation leave until they return to duty.
- 15.2** The employee's full-time date of hire with the Town, the Mansfield Volunteer Fire Company, or the Eagleville Fire Department will be used to determine the amount of vacation time due. Employees' full-time dates of hire are referenced in Appendix D.
- 15.3** Selection of Vacation. Employees will be entitled to select their vacation periods subject to the approval of the Fire Chief. Vacation must be requested at least one week in advance, with consideration given first to those employees who submitted the request first, and among those submitting at the same time, to those with the longest seniority. Not more than one employee may be on vacation leave at any one time. The minimum amount of vacation that may be taken at any one time will be four (4) hours. In the sole discretion of the Fire Chief, vacation may be granted if requested with less than one week's notice and may be granted to more than one employee.
- 15.4** Maximum Accumulation of Vacation Leave. A full-time employee may carry over for a maximum of one (1) year a maximum of eighty-four (84) hours of vacation, which hours may be added to that employee's earned vacation as set forth in Section 15.1 above. On November first of each year, an employee may have on the books a total of eighty-four (84) hours of vacation in excess of his or her total annual accrual and any days in excess of that amount will be deleted from the employee's total vacation accrual.
- 15.5** Payment on Death or Separation. Upon death of an employee or separation from the Town, other than dismissal, an employee or the employee's estate shall be paid for accrued and unused vacation to a maximum of his/her current year's benefit plus eighty-four (84) hours carried over.

**ARTICLE XVI  
PERSONAL LEAVE**

- 16.1** All full-time employees covered by this Agreement who have completed their probationary period may request and the Fire Chief may grant up to a maximum of twenty-four (24) hours personal leave per fiscal year with pay for the purpose of:
- a. Personal business which cannot be conducted outside normal working hours.

- b. Other good and sufficient personal reasons.

Except for emergencies, personal leave is not to be used as a substitute for vacation or other types of paid leave.

- 16.2 Except when leave is needed for emergency reasons, the employee must request personal leave in writing on such form as may be prescribed by the Town, stating reasons, at least forty-eight (48) hours in advance.
- 16.3 Personal leave will not be carried over from fiscal year to fiscal year.

## ARTICLE XVII SICK LEAVE

- 17.1 Accruals. Full-time employees will earn and accrue twelve (12) hours of sick leave per month up to a maximum of two hundred eighty-eight (288) hours for use for sick leave not covered by STD/LTD and for supplementing STD, and 245 hours to supplement LTD only. There shall be no payment of accrued sick leave on termination of employment.
- 17.2 Sick leave may be used in increments of four (4) hours. Sick leave may be used for the following purposes:
  - a. Personal illness, physical incapacity, bodily injury or disease, which is not covered by workers' compensation from either the Town's or another employer.
  - b. Enforced quarantine in accordance with public health regulations.
  - c. To meet medical and dental appointments when the employee has made reasonable effort to secure appointments outside his working hours, provided the Fire Chief is notified at least one (1) week in advance of the day on which the absence occurs.
  - d. Illness or physical incapacity in the employee's immediate family (child or spouse) requiring the employee's personal attention and resulting from causes beyond his or her control, up to a maximum forty (40) hours per year.
  - e. When an employee is the victim of sexual assault or family violence.
- 17.3 Proof of Illness. The Fire Chief may require proof of the need for sick leave. Proof of the need for sick leave may include a certificate from a licensed health care provider, in a format consistent with that set out by the Town. Proof of the need for sick leave will not normally be needed for absences of less than two (2) shifts. For absences of two (2) shifts or more, proof of the need for sick leave will normally be required. Except as covered by the employee's health insurance plan, the cost to obtain medical certification to show proof of the need for sick leave will not be borne by the Town. The Town may

investigate any absence for which sick leave is requested, including requiring an employee to submit to a medical examination.

- 17.4 Report of Illness. On the first shift of absence from work due to illness, the employee will report the illness to his or her supervisor at least one (1) hour before the beginning of the scheduled shift. Nothing in this section will preclude the payment of sick leave to an employee who cannot comply with provisions of this section due to extenuating circumstances.
- 17.5 Disability Leave. The Town shall provide short and long term disability insurance for eligible employees. While an employee is on disability leave, both the employee and the Town shall remain responsible for paying their respective portions of the costs of group health insurance that the employee is otherwise eligible to receive as defined in Article X.
- a. Short-term Disability. The short-term disability policy is intended to cover most non-occupational illnesses or injuries following an elimination period as determined in the plan documents. The benefit following the elimination period shall be 66 2/3 percent of weekly base pay to a maximum of \$1,650 per week. Employees may utilize earned sick leave to supplement their short-term disability payments to get as close as possible to 100% of full net pay while on short-term disability leave. Short-term absences are covered for up to eleven (11) weeks prior to commencement of long-term benefits.
- b. Long-term Disability. The long-term disability policy is intended to cover most non-occupational illnesses or injuries following an elimination period as determined in the plan documents. The benefit following the elimination period shall be 66 2/3 percent of weekly base pay to a maximum of \$7,500 per month. Employees may utilize any form of accrued leave, including sick leave as defined in 17.1, to supplement their long-term disability benefit to get as close as possible to 100% of full net pay while on long-term disability leave. Employees receiving long-term disability benefits will not be eligible to earn any form of accrued leave during the long-term disability absence. The duration of coverage shall be determined by the insurance carrier in accordance with the plan document.

## ARTICLE XVIII BEREAVEMENT LEAVE

- 18.1 In the event of a death in the immediate family, full-time bargaining unit employees will be entitled to up to three (3) consecutive work shifts of paid leave. All bereavement leave must be taken within one calendar week of the funeral or other service or the date of death, whichever is later. For the purpose of this Article, "immediate family" is defined as: spouse, children, step-children, mother, father, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandmother, grandfather, great grandparents, grandchildren and any family member domiciled in the employee's household, and domestic partner regardless of gender. Domestic partner is

defined as an individual in a cohabitating relationship of mutual support, caring, and commitment that intends to remain in such a relationship for the indefinite future. If the funeral of a member of the immediate family takes place further than one-hundred (100) miles from the employee's residence, an extra consecutive work shift off with pay will be granted if the employee attends the funeral.

## ARTICLE XIX OTHER LEAVE PROVISIONS

- 19.1** Family and Medical Leave. An employee who has completed at least one year's service and has worked at least 1250 hours during that year will be eligible for leave in accordance with the provisions of the federal Family and Medical Leave Act of 1993 ("FMLA") as may be amended from time to time and in accordance with the Town's FMLA policy. An employee will be required to use all paid leave concurrently with FMLA leave and prior to use of unpaid FMLA leave. The Town shall utilize the rolling method when calculating a 12 month FMLA period. For the first three months after returning from an unpaid leave, the employee may use vacation leave with the permission of the Fire Chief, who will not unreasonably deny such a request. Requests for and inquiries concerning FMLA leave will be submitted to the Town Manager's office.
- 19.2** Leave Without Pay. The Town Manager may grant a full-time employee leave of absence without pay and without benefits or accrual of seniority for good cause, other than pursuit of alternative employment, for a period not to exceed six (6) months. Such leave shall be granted only after consideration of the service record of the employee and when it will not result in undue harm to the Town's interests. No leave without pay shall be granted except upon written request of the employee and a signed statement by the employee promising to serve the Town for a minimum of one (1) year after return from such leave. Employees taking an approved leave without pay shall not be eligible to accrue any form of leave during the absence.
- 19.3** Court Appearance or Administrative Hearing. A full-time employee subpoenaed or directed by proper authority to appear as a witness for a federal, state, county or municipal government, in a matter related to official duty, shall be granted leave with full pay for the period he/she is to appear. Regular part-time employees whose normal work week is 20 hours or more shall receive pay pursuant to this section in proportion to their normal work week.

An employee who is a principal in, or is subpoenaed in connection with private litigation whether or not subpoenaed, must use vacation, personal leave or leave without pay in order to appear in court or in any other proceeding.

- 19.4** Military Leave. Military leave shall be granted in accordance with State and Federal laws governing such leave.

**19.5 Union Business Leave.**

- a. The Union President and one (1) other Union official designated by the Union shall be granted leave from duty, with full pay, for all meetings between the Town and the Union for the purpose of negotiating the terms of a contract, when such meetings take place at a time during which such members are scheduled to be on duty.
- b. One Union official designated by the Union shall be granted leave from duty, with full pay, for all meetings between the Town and the Union for the purpose of processing grievances and prohibited practice complaints when such meetings take place at a time during which the Union official is scheduled to be on duty.

**19.6 Special Leave.** Each full-time employee shall be granted special leave, with pay, for any shift or half-shift on which he/she is able to secure another full-time employee to work in his/her place provided:

1. Such substitution does not impose any additional costs on the Town;
2. Such substitution does not cause the Department to be without a qualified employee to fill each of its positions. Such substitution shall be within classification only, and the substitute must be qualified to perform all the duties of the position involved;
3. Neither the Department nor the Town is held responsible for enforcing any agreements made between employees;
4. Such substitution is not used in a manner that consistently alters or modifies an employee's basic work schedule;
5. Such substitution does not result in an employee working more than three consecutive shifts in order to work for an employee on special leave;
6. The Fire Chief shall be notified in writing on an approved form at least seventy-two (72) hours in advance. The Fire Chief may, in his discretion, permit notice of less than seventy-two (72) hours, in the case of a personal emergency;
7. In each calendar month, no employee shall exchange more than two (2) shifts or half shifts of special leave. If one or more additional exchanges are requested, they may be granted only with approval of the Fire Chief. Except for attendance at approved fire or EMS related training/education, substitutions shall not exceed twenty-four (24) per calendar year. Additional exchanges shall be at the discretion of the Fire Chief;

8. The substitution shall not interfere with the operation of the Department. Special leave shall not be permitted if such special leave is in conflict with the needs of the Department;
  9. An employee may not make a monetary payment to another employee instead of working a shift or half-shift of special leave.
- 19.7** Separation Leave. An employee who retires under a normal or disability retirement according to the provisions of the Connecticut Municipal Employees Retirement System may utilize his/her vacation accrued at the time of retirement, subject to the maximum time allowed, as separation leave. While on separation leave, the employee will not continue to accrue any form of paid leave, but will retain his/her health insurance benefits as he/she would as an active employee.

**ARTICLE XX  
HOURS OF WORK, WORK SCHEDULES AND OVERTIME**

- 20.1** The work schedule for full-time fire fighters shall be as follows:
- a. Each work shift shall be twelve (12) hours.
  - b. There shall be two shifts per day, one commencing at 6:30 a.m. and one commencing at 6:30 p.m.
  - c. Each full-time fire fighter's schedule shall provide:
    - Three days or nights on
    - Three days or nights off
  - d. Full-time fire fighters shall rotate between day and night shifts.
  - e. The average work week for full-time fire fighters shall be forty-two (42) hours per week.
- 20.2** Part-time fire fighters may be scheduled to work four-hour, six-hour, eight-hour or twelve-hour shifts or any combination thereof, in the discretion of the Fire Chief or designee.
- 20.3** A full-time employee shall be paid time and one-half for any and all hours worked in addition to hours of his/her regular full-time schedule with the exception of hours taken as sick leave within the same pay period. Pay for time not worked on sick leave shall not be counted for purposes of overtime. A part-time employee shall be paid at time and one-half his or her regular, straight time hourly rate for all hours actually worked in excess of the FLSA limit.

- 20.4** A full-time employee who is called back to work after completing his or her regular shift and leaving the premises shall be paid a minimum of two (2) hours at time and one-half.
- 20.5** A part-time employee who is called back to work after completing an assigned shift and leaving the premises shall be paid a minimum of two (2) hours at straight time, except that all hours worked in excess of the FLSA limit shall be paid at time and one-half his or her regular, straight time hourly rate.
- 20.6** An employee that responds to calls for service, while off duty, and arrives on-scene during the initial stage of an incident shall be paid a minimum of one (1) hour as per 20.4 if a full-time employee and 20.5 if a part-time employee. If the Officer-in-Charge commits the responding employee to perform work at an incident(s) the employee shall be paid as per 20.4 if a full-time employee and 20.5 if a part-time employee for all time worked related to the incident(s). The fire chief shall establish and may periodically review and revise the response protocol that identifies the type of calls for service and circumstances that qualify as an off-duty response under this section.

## **ARTICLE XXI SUBSTANCE ABUSE**

- 21.1** An employee shall not use or be under the influence of alcohol or illegal drugs, or abuse any legally prescribed drugs during the employee's working hours.
- 21.2** Employees shall be subject to testing for alcohol and drugs through a substance abuse program which shall be implemented on or about six (6) months after the signing of this agreement as follows:
- a. on a random basis;
  - b. based on reasonable suspicion that the employee is using or under the influence of alcohol or illegal drugs or has abused legally prescribed drugs during the employee's working hours;
  - c. following any injury or accident during working hours or in traveling directly to or from work.
- 21.3** The procedures for drug and alcohol testing shall be as set forth in Appendix A.

## **ARTICLE XXII EMPLOYEE WELLNESS PROGRAM**

- 22.1** Each employee shall participate in a wellness program, as further set forth in this Article.

**22.2** Each employee shall be required to undergo such physical examinations as are or may be required by Federal and/or State laws and regulations.

- a. The Town shall provide for each employee a complete physical examination, not less often than once in each twelve (12) month period. An employee shall be required to pass the physical examination and be certified as fit to perform the duties of his/her position as a condition of continued employment. An employee who fails to pass the physical examination for reasons other than height to weight ratio shall be placed on a leave of absence and given a reasonable period of time within which to become fit for duty. During the first thirty (30) calendar days of such leave, an employee may use accumulated sick leave, and then other accumulated paid leave or unpaid leave upon exhaustion of accumulated sick leave. Additional leave periods shall be granted in 30-day increments with the approval of the Fire Chief. For any such additional leave period granted by the Fire Chief, an employee may use accumulated sick leave, and then other accumulated leave or unpaid leave upon exhaustion of accumulated sick leave.
- b. The annual physical examination shall be performed by a physician selected by the Town. The Town shall identify the criteria to be applied by the physician in conducting the examination and developing health related goals and objectives for the employee. An individual employee's medical information conveyed to the Town by said physician shall be limited to that which is relevant to the employee's participation in the wellness program and shall otherwise remain confidential.
- c. All employees shall make reasonable effort to comply with the guidelines of the height/weight chart of Appendix B. The Town shall assist fire fighters who fall outside of these guidelines with advice regarding physical fitness programs and/or dietary programs to aid in their efforts to comply with these guidelines consistent with sound medical advice and the employee's individual physical characteristics. Participation in a regular program of physical exercise as recommended and approved by the physician conducting the annual physical examination is required.
- d. If, at the time of the annual physical, the employee has failed to make reasonable progress toward the goals established the previous year, he/she shall no longer be considered a participant unless he/she makes such reasonable progress within ninety (90) days thereafter, as certified by the physician.

**22.3** All employees who currently do not smoke or are hired after January 1, 2004 shall be and remain non-smokers as a condition of continued employment. Any employee who wishes to quit smoking shall be referred to a smoking cessation program through the Employee Assistance Program. Employees shall have two opportunities to quit smoking through participation in a smoking cessation program. If the participant then continues to smoke or resumes smoking, he/she will no longer be considered a participant in the wellness program.

- 22.4 Employees who satisfy the requirements of this Article are eligible to receive the resident rate and a \$75 per year discount for annual memberships at the Mansfield Community Center.
- 22.5 Employees who are enrolled in the Fire Department's voluntary physical fitness exercise program shall receive at no cost an individual membership to the Mansfield Community Center.
- a. Enrolled employees shall be responsible to meet the requirements of such program as set forth by the Town in order to receive the benefit above.
  - b. The requirements for the program shall be consistent with the requirements of the Wellness Program as set forth in this Article.
- 22.6 Employees may participate in physical fitness, exercise and/or weight training activities while on duty, subject to the following:
- a. The type of activities must be approved in advance by the Fire Chief.
  - b. The employee must always be ready to promptly respond to a call for service or emergency.

**ARTICLE XXIII  
WAGES**

- 23.1 Each employee covered by this Agreement shall be paid pursuant to the step system and salary schedules attached hereto and captioned in Appendix C. Wage increases for the duration of this agreement are as follows:

	<u>FY 14/15</u>	<u>FY 15/16</u>	<u>FY 16/17</u>
July 1	2%	2%	2%

- 23.2 Pay rates which have an effective date which is prior to the implementation of this Agreement shall be applied retroactively to base wages and overtime wages, and only for employees who are employed as of the date of implementation of this Agreement, except for retirees that retired after the expiration of the preceding collective bargaining agreement but prior to negotiations for this bargaining agreement being completed.
- 23.3 Employees shall be paid on a bi-weekly basis. New hires as of July 1, 2010 will be required to utilize direct deposit, unless a hardship is demonstrated and approved.
- 23.4 Full-time employees shall be eligible for longevity in accordance with the following schedule. For the purposes of longevity, length of service shall be determined by the date of full-time hire:

6-10 years of service	\$575
10-15 years of service	\$650
15-20 years of service	\$750
20 or more years of service	\$900

**ARTICLE XXIV  
TEMPORARY ASSIGNMENTS AND APPOINTMENTS**

- 24.1** Whenever an employee is required to temporarily work in a higher rank or classification for a full shift, such employee shall receive the next higher rate of pay for the higher rank or classification.
- 24.2** If a vacancy is created which will cause a position to be unoccupied for more than thirty (30) days, the fire chief shall temporarily appoint an employee to serve in an acting capacity to fill the vacancy.
- a. If a valid eligibility list exists for the vacant position, the employee standing highest on the eligibility list shall be temporarily appointed to that position.
  - b. If a valid eligibility list does not exist for the vacant position, the chief shall temporarily appoint an employee to serve in an acting capacity. Such appointment shall be based upon qualifications, and then a review of the candidate's length of service, if any, with the Town.

If the chief can reasonably determine that such vacancy may last more than thirty (30) days, the chief may appoint an employee any time from the first day of absence.

- 24.3** Employees who temporarily serve in a higher rank or classification shall receive the next higher rate of pay for the higher rank or classification. Time served in a temporary or acting capacity shall not count towards seniority in the higher rank or classification, eligibility for salary step increases, qualification for promotional opportunities, or for any other purpose whatsoever.

**ARTICLE XXV  
RETIREMENT**

- 25.1** Full-time Employees. Effective July 1, 2005, all full-time employees shall be enrolled in the Municipal Employees Retirement System ("MERS") pension plan, with credit only for service on and after July 1, 2005. Contributions to the plan by the Town and employees shall be as required by MERS.

- 25.2 Part Time Employees.** The Town shall establish a Section 457 retirement savings plan (the “Plan”) for retirement savings for part-time bargaining unit employees. Said plan shall also serve as a Social Security alternative for part-time bargaining unit employees.
- a. All part-time employees shall be required to contribute 5.5 percent of all earnings to employee accounts in the Plan.
  - b. The Town shall contribute five percent (5%) to each part-time employee’s Plan account.
- 25.3 Mandatory Retirement Age.** For all part-time and full-time employees the mandatory retirement age shall be sixty five (65).
- 25.4 Deferred Compensation Plan.** The Town shall continue to provide employees with the option of enrolling in a tax deferred savings plan(s), funded solely by employee contributions, to the extent permitted by law.
- 25.5 Medical Insurance at Retirement.** The Town shall permit a full-time employee who retires with at least twenty-five (25) years of continuous service to purchase the POE/HMO medical insurance offered to active employees, under the Town’s group policy, up to age 65 or until eligible for Medicare, and a Medicare Supplemental Plan for those over 65. If the primary residence of a retiree under the age of 65 is outside the State of Connecticut, he/she shall have the option of enrolling in a PPO Plan or comparable insurance. This coverage shall be subject to any restrictions set by the insurer or third party administrator. For the purpose of this provision, “continuous service” shall include employment by the Mansfield Volunteer Fire Company and/or the Eagleville Fire Department, as well as employment by the Town Fire Department. The Town shall contribute to this cost two hundred and twenty-five dollars (\$225) per month and the employee the remainder. This payment does not apply to insurance obtained by a retiree through a source other than the Town of Mansfield. Upon the death of a retiree, this payment is not transferable to the retiree’s surviving spouse, heir, dependents, etc. Upon the death of a retiree, a surviving spouse can continue to purchase insurance through the Town with the full cost borne by the surviving spouse. Such coverage shall be provided at the employee’s request at the time of his/her retirement.
- 25.6 Life Insurance at Retirement.** The Town shall permit a full-time employee who retires with at least twenty-five (25) years of continuous service to purchase up to \$10,000 of term life insurance under the Town’s group policy, up to the age limit and any other restrictions set by the insurer. For the purpose of this provision, “continuous service” shall include employment by the Mansfield Volunteer Fire Company and/or the Eagleville Fire Department, as well as employment by the Town Fire Department.

**ARTICLE XXVI  
OTHER PROVISIONS**

**26.1** Residence. All employees must reside in a location that permits them to arrive for duty within 30 minutes of the time they are called to report for duty. Any employee who, at the time this Agreement is implemented, lives a greater distance than allowed by this Section, shall not be required to relocate, but may not move to a residence that is at any greater distance than his/her current residence is from the Town line.

**26.2** Outside Employment. An employee may engage in additional employment unless the additional employment could interfere with the proper and effective performance of the duties of his/her position, result in a conflict of interest as defined by the Town's ethics ordinance, or if it is reasonable to anticipate that such employment may subject the Town to public criticism or embarrassment in the opinion of the Town Manager. Such outside employment shall be terminated if it is disadvantageous to the Town.

- a. Outside employment includes any work for which an employee earns income as defined by the Internal Revenue Code.
- b. The Town shall not be liable nor grant sick leave in case of an injury to an employee while s/he is engaged in outside employment or any occupational illness attributed thereto.
- c. Any employee who engages in outside employment shall not perform duties for his/her outside employer while on the clock for the Town. Outside employment shall not interfere with an employee's Town related job duties and work hours. Any full-time employee who engages in employment outside of his/her regular working hours shall be subject to perform his/her assigned Town duties first.

Any part time employment held at the signing of this contract which remains continuous shall be deemed in compliance with this Article.

In order to monitor compliance with this Section, an employee shall report his/her outside employment to the Fire Chief on such form as he shall prescribe.

**26.3** Bulletin Boards. The Town shall provide a bulletin board or a designated section of a bulletin board in each building where employees are stationed, for the purpose of posting Union material. No material shall be posted except notices of meetings and elections, results of elections, changes in Union by-laws, notices of employee social occasions and similar notices, letters and memoranda. An officer of the Union shall sign all material.

**26.4** Union Meetings and Business. The Union may use Town owned buildings for conducting Union meetings, provided such activity shall in no way interfere with the operations of the Town. A Union meeting schedule, subject to the approval of the Fire Chief, which shall not be unreasonably withheld, shall be provided by the Union no later

than December 1 for the following calendar year. Special meetings may be added with the Fire Chief's approval, which shall not be unreasonably withheld.

If a Union meeting is held at the Town Hall, and apparatus are brought to the Town Hall, parking shall be in an area designated by the Town Manager.

- 26.5 Personal Property. The Town shall reimburse an employee for the documented cost of repair or replacement of eyeglasses or a watch, not to exceed \$100 or the actual cash value of such items, whichever is less, when such item is damaged or destroyed in the line of duty and not through the negligence of the employee.
- 26.6 Copies of Agreement. The Town shall provide each present employee and each new employee with a copy of this Agreement. The Town shall also post the Agreement on the employee intranet and provide it electronically via email to the Union.
- 26.7 Personnel Files. An employee or his/her designated representative may examine his/her personnel file by making an appointment with the Town Manager or designee. Such appointment shall be scheduled during normal business hours of the Town Manager or designee, and a representative of the Town shall be present during the employee's review of the file.
- 26.8 Copies of Policies and Administrative Directives. The Town will provide copies of policies and administrative directives affecting the working conditions of the members of the bargaining unit.

## ARTICLE XXVII SENIORITY, LAYOFF AND RECALL

- 27.1 Seniority shall be earned only by full-time employees. Seniority shall consist of an employee's length of full-time continuous service from the date of hire by the Town. Full-time employees who were employed full-time by the Mansfield Volunteer Fire Company or the Eagleville Fire Department prior to and contiguous with their full-time employment by the Town shall be have their years of full-time employment with those departments added to their Town seniority. The Seniority list for the Town of Mansfield Career Fire Fighters is set forth in Appendix D.
- 27.2 Accrued Seniority shall not be reduced by any paid leave granted pursuant to this Agreement. For leave of absence without pay granted pursuant to this Agreement, seniority shall be bridged.
- 27.3 In the event that the Town deems layoffs to be necessary, the following procedures shall apply:
- a. Temporary and probationary employees shall be relieved of duty prior to the layoff of any regular employee.

- b. If the Town decides to eliminate part-time hours or positions, the Town shall have the discretion to determine which hours or positions shall be eliminated.
  - c. If the Town decides to eliminate a full-time position, the Town shall lay off the least senior full-time employee. Further, the Town shall offer a part-time bargaining unit position to the laid off full-time employee, even if such requires the layoff of another part-time bargaining unit employee. The laid off full-time employee must be available to work the part-time hours and, if he is not, the employee shall be laid off.
  - d. The Town shall not layoff full-time employees for the purpose of undermining the Union. Moreover, it is not the Town's intent to use this provision to convert the department from one with a combination of full-time and part-time employees to a department made up of part-time employees.
- 27.4 A laid off full-time employee shall be placed on a reemployment and preferential hiring list for a period of eighteen (18) months from the date on which his/her layoff occurred. In the event of a full-time opening, reemployment shall be offered to the most senior person on the reemployment list. In the event of a part-time bargaining unit opening, such shall also be offered first to the most senior person on the list. An offer of reemployment shall be sent by certified mail to the last known address of the employee. Refusal to respond to an offer of reemployment within five (5) calendar days shall result in removal of the name of such employee from the reemployment list. Refusal to accept and to report to work within thirty (30) calendar days from receipt of a written offer of full-time re-employment, shall result in removal of the name of such employee from the reemployment list.

**ARTICLE XXVIII  
HEALTH, SAFETY AND TRAINING**

- 28.1 The Union president or his/her designee shall be a member of the Town-wide safety committee.
- 28.2 In addition, representatives of the Union and the Fire Chief shall meet quarterly, or more often if needed, to discuss matters of concern relating to health and safety in the Fire Department.
- 28.3 Training. Training shall be coordinated or approved by the Fire Chief and may include the following:
  - a. On Duty Training. The Fire Chief shall schedule all on duty training. During On Duty training, members shall remain available for emergency response.

- b. Off Duty Training. When an employee is required by the Fire Chief to attend off duty training, the employee shall be compensated at straight time up to the FLSA limit. If the employee is required to return for training after leaving work, the employee shall be paid a minimum of two hours at straight time.
  - c. Mandatory Training. Mandatory training shall be scheduled and documented by the Fire Chief. Mandatory training shall include but not necessarily be limited to:
    - Emergency Medical Technician re-certification training with such endorsements as are required for the level of response provided by the Fire Department.
    - Hazardous materials training to the level provided by the Department as required by OSHA.
    - Other courses in Fire Fighting, Rescue and Emergency Medical Services, which are applicable to the work performed by Fire Fighter EMT employees, at the discretion of the Fire Chief.
  - d. Elective Training. Subject to prior approval by the Fire Chief, the Town shall pay the cost of training and provide coverage for on duty members of the Fire Department who participate in and successfully complete certification courses, seminars, or conferences in Fire, EMS, and/or other related subjects, which courses or subjects are designed to increase the employee's proficiency in his/her present or future assignment within the Fire Department.
- 28.4** Tuition Reimbursement. The Town shall contribute up to \$750 per part-time employee and \$1,250 per full-time employee per calendar year toward tuition for members of the Fire Department who participate in and receive a grade of C or better in courses in Fire Technology, Fire Administration, EMS and other related subjects at an accredited school or college, which courses or subjects are designed to increase the employee's proficiency in his/her present or future assignment within the Fire Department, subject to prior approval by the Fire Chief. The Fire Chief may waive this maximum when there are uncommitted funds remaining after approved applications have been reimbursed.

## ARTICLE XXIX UNIFORMS AND EQUIPMENT

### 29.1 Dress Uniforms.

- a. All current employees shall continue to use the dress uniforms they presently have. In the event that the Fire Chief changes the dress uniform designated for the Department, the Town shall bear the cost of the changed item(s).

- b. Upon completion of the probationary period, a new employee shall be issued a dress uniform by the Town.
- 29.2** Station Uniforms. The Fire Chief shall issue a Departmental standard for station uniforms, including any seasonal modifications permitted for such. All Station Uniforms shall comply with OSHA or NFPA standards. The Town shall provide the initial issue of station uniforms for new employees and shall provide initial issue required for any change in the uniform standard. After initial issue of station uniforms or uniform components issued for a change in the uniform standard employees are responsible for maintaining and ordering replacements as to insure they have an adequate number of Station Uniforms meeting the uniform standard in a condition as to portray a professional image.
- 29.3** Equipment. The Town shall continue to provide each employee with his/her own protective equipment which meets or exceeds OSHA or NFPA standards. This equipment shall include such fire suppression gear as designated by the Fire Chief, and subject to modification as standards and departmental needs change. The Town shall also maintain a reasonable number of sets of spare fire suppression gear to be used in cases where an employee's personal protective equipment has been damaged or contaminated, or is temporarily out of service for repair or maintenance. The Town shall bear the cost for all issued protective equipment including cleaning, repair, and replacement as needed.
- 29.4** Uniform Replacement Procedure. Following the initial issue of station uniforms, replacement shall be through a provider selected by the Town, with each full-time employee having an annual limit of four hundred dollars (\$400.00) and each part-time employee having an annual limit of two hundred dollars (\$200.00) for replacement of Station uniform items initially issued or issued due to a change in the uniform standard.
- 29.5** Maintenance of Station Uniforms. The Town shall arrange for cleaning services for station uniforms, either through a cleaning service or a local cleaning establishment. Each full-time employee shall have an allowance or credit for cleaning of up to two hundred dollars (\$200.00) per fiscal year and each part-time employee shall have an allowance or credit for cleaning of up to one hundred dollars (\$100) per fiscal year. The allowance or credit shall be prorated for newly hired employees based on date of hire.

### ARTICLE XXX MISCELLANEOUS

- 30.1** Apportionment of Work. The Town affirms its intent to work toward more equitable distribution of workload among employees in the Fire Department. The Union acknowledges that the Town must allocate work to those qualified to perform that work, and that special expertise in certain areas may be recognized in making assignments outside of the routine activities of fire suppression, rescue and EMS.

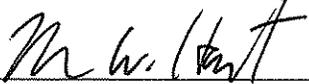
**30.2** Mutual Aid Response. The Town and the Union both acknowledge the value of mutual aid and the need for it in responding to many types of incidents. Therefore, nothing in this Agreement shall be deemed to limit the Fire Department's participation in mutual aid – either coming into the Town's service area or going out for assistance to other jurisdictions. However, the Town does not intend to use mutual aid in lieu of Fire Department services or as a means of diminishing work opportunities for employees. Whenever there is a mutual aid response either into or out of the jurisdiction of the Fire Department, the Fire Chief or his/her designee shall assess the incident and available resources, and call in personnel if deemed necessary to ensure proper coverage.

**ARTICLE XXXI  
DURATION**

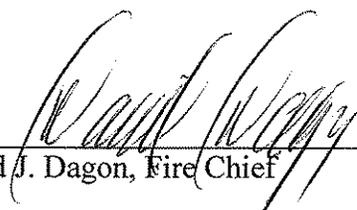
31.1 This Agreement shall be effective on signing, except where a particular provision specifies a different effective date, and shall remain in full force and effect through June 30, 2017.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this agreement on the date and year written below.

**TOWN OF MANSFIELD**

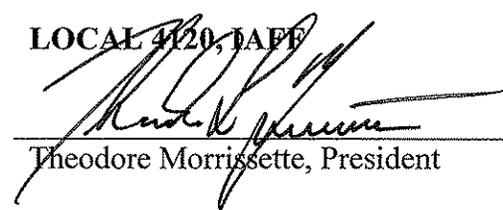


Matthew W. Hart, Town Manager



David J. Dagon, Fire Chief

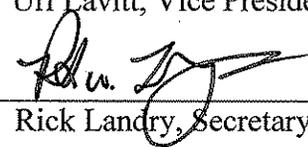
**LOCAL 4120, UAFU**



Theodore Morrissette, President



Uri Lavitt, Vice President



Rick Landry, Secretary

DATE:

02/22/2016

## APPENDIX A

### DRUG AND ALCOHOL TESTING PROCEDURES

#### SCREENING

The administration of screening tests to detect the presence of drugs or alcohol in members of the Fire Department will be on a random basis, following any injury or accident during work hours or in traveling directly to or from work, or upon reasonable suspicion that a member is using or is under the influence of illegal drugs on duty, is abusing legal drugs or alcohol in a way that affects his/her performance, or is reporting for duty under the influence of drugs or alcohol.

#### TESTING BASED UPON REASONABLE SUSPICION

A member of the Department may be required to undergo testing based on "reasonable suspicion" when objective facts and observations are brought to the attention of the Fire Chief or an officer and, based upon the reliability and weight of such information, the Fire Chief or officer can reasonably infer or suspect that the member is using illegal drugs, is abusing legal drugs or alcohol, or is reporting for duty under the influence of drugs or alcohol. Reasonable suspicion must be supported by specific articulable facts which may include, but are not limited to: reports and observations of the member's drug related activities, such as purchase, sale or possession of drugs, associations with known drug dealers or users, observations of the member at known drug or drug related locations; an otherwise unexplained change in the member's behavior or work performance; an observed impairment of the member's ability to perform his/her or her duties.

A member of the department shall report the basis for his/her reasonable suspicion to the Fire Chief or his/her designee. The Fire Chief or his/her designee shall decide whether to direct the member to submit to testing. Prior to so deciding, the Fire Chief, or his/her designee, may meet with the member. If such a meeting is held, the member may request Union representation. However, the meeting shall not be delayed for the purpose of having a representative of the member's choice.

If the employee is ordered to submit to a drug and/or alcohol test, the employee shall be given a brief verbal statement of the basis for reasonable suspicion. A verbal directive to submit to a drug and/or alcohol test shall be confirmed in writing, but the testing shall not be delayed pending issuance of such written directive.

#### REFUSAL TO SUBMIT

The refusal by a member of the Department to submit to a drug or alcohol screening test, shall result in the member's immediate suspension without pay and subsequent disciplinary action which may include dismissal from the Department.

#### TESTING PROCEDURES

1. The member shall provide a urine sample for purposes of testing for drugs or controlled substances other than alcohol. The employee shall provide a sufficient amount of the

sample to allow for initial screening, a confirmatory test, and for later testing if requested by the employee.

If the employee is ordered to submit to testing for alcohol, the employee shall submit to a Breathalyzer test to be administered by an agent designated by the Fire Chief. If the Breathalyzer tests positive for the presence of alcohol, the employee shall provide a blood sample for the confirmatory test.

2. Initial drug screening will be conducted using Enzyme Immunoassay testing. No sample will be further tested upon a negative screening for controlled substances, including marijuana. After the negative screening, the second sample will be destroyed.
3. Each member of the Department being tested on the basis of reasonable suspicion may consult with and be accompanied by a representative of the Union. The Union representative may confer with and advise the member before and after the testing process, but shall not participate in the process in any way, except as an observer. The testing process will not be delayed because the Union representative is unable to be present.
4. During the testing process, the member shall cooperate with requests for information concerning use of medications, and with other requirements of the testing process such as acknowledgment of giving of a urine or blood specimen.
5. The integrity of the testing process will be maintained with the utmost consideration for the privacy of the person being tested. Only one person, of the same sex as the person being tested, may be present during the collection of a urine specimen. If the necessary precautions to ensure legitimacy of the sample can be arranged without undue cost, an observer will not be required.
6. Prior to testing for drugs, two separate containers, supplied by the laboratory conducting the testing, shall be prepared for each member being tested. Each container shall have affixed a code number and the date of collection. The code numbers shall be recorded, together with the member's name and signature. Two (2) specimens will be taken at the time of collection and shall be sealed in the presence of the member being tested.
7. The officer or laboratory supervising the test shall ensure that the appropriate chain of custody is maintained in order to verify the identity of each sample being tested.
8. Each and every positive Enzyme Immunoassay test will be confirmed using Gas Chromatography - Mass Spectrometry. Only if confirmed will a test result in a positive report.
9. Drug testing or blood alcohol testing will be performed by a laboratory licensed or certified by the Connecticut Department of Health Services.

10. Any member whose drug or alcohol test results in a positive report may, within ten (10) days of receiving notification of such result, request in writing to the Fire Chief that the second sample be made available for retesting at a licensed or certified laboratory of the member's choosing. The Department will deliver the sample to such laboratory to assure the chain of custody. This second testing shall be at the expense of the member.

#### RESULTS OF DRUG SCREENING TESTS

Members of the Department will be notified of the results of all screening tests at the earliest appropriate time (to be determined by particular facts and circumstances). Those test results which do not indicate the presence of a drug or alcohol will be sealed and there will be no indication of testing in the member's personnel file.

#### POSITIVE TEST RESULTS

Any test resulting in a positive report will be referred to the Fire Chief for a complete investigation. Upon completion of such investigation, if it is found that a member has used any drug which has not been legally prescribed and/or dispensed, or has abused a legally prescribed drug or has reported for duty under the influence of drugs or alcohol, a report of such shall be prepared. Upon service, the member against whom such report has been made shall receive a copy of the laboratory test results, and will be immediately suspended from duty without pay, and shall be subject to disciplinary action which may include discharge.

#### OPPORTUNITY FOR REHABILITATION

The opportunity for rehabilitation (rather than discipline) shall be granted once for any employee who is not involved in any drug/alcohol related criminal activity and voluntarily admits to alcohol or drug abuse prior to testing.

Any member who voluntarily admits to the Fire Chief his/her use of or dependence upon illegal drugs or alcohol shall be afforded the opportunity to participate in a mutually acceptable rehabilitation program. The first time a member tests positive for drugs or alcohol in the course of random testing, he/she shall have the same opportunity for rehabilitation as does a member who voluntarily seeks rehabilitation. The opportunity for rehabilitation will only be provided prior to any allegation of impropriety by the public or another member or prior to initiation of an investigation of the member's use or sale of a controlled substance by any competent state or federal authority.

The member shall use accumulated sick or vacation leave for the period of absence for the purpose of obtaining treatment. All treatment will be at the sole expense of the member, to the extent not covered by the member's health benefits plan.

As part of any rehabilitation program, the member may be required to undergo periodic screening for drugs or alcohol. If, after screening the member has tested positive, he will be immediately suspended and will be subject to discharge.

### ADMINISTRATIVE PROVISIONS

1. Time spent by an employee undergoing tests, as provided in section 2 and 3 herein, shall be compensated pursuant to the terms of the collective bargaining agreement.
2. Any alteration, switching, substituting or tampering with a sample or test given under this agreement by any employee shall be grounds for immediate suspension without pay and subsequent disciplinary action which may include dismissal from the Department.
3. Any violation of the confidentiality provisions of this agreement, if committed by an employee of the Town, shall be grounds for disciplinary action against the employee. The Town will also take appropriate action against a person and/or organization not employed by the Town for violation of the confidentiality requirements.
4. Notwithstanding anything to the contrary above, this agreement shall not abrogate nor in any way interfere with the Town's right to hire employees, promote employees, lay off employees, appoint and evaluate employees, to select probationary employees for permanent appointment or to act pursuant to law. Furthermore, this agreement and procedure shall not in any way affect, interfere with or have any bearing on matters within the jurisdiction of the Fire Department.
5. The Town and the Union agree that the provisions of this agreement and its application may be considered by the parties' representatives who may recommend, if appropriate, amendments to this Appendix.
6. Separability - If any clause or provision of this Appendix or any addition thereto is decided by a court or administrative agency of competent jurisdiction to be in violation of any federal, state or local law, the remaining clauses and provisions of this Appendix shall remain in full force and effect.
7. Disputes concerning the interpretation or application of this Appendix shall be subject to the contractual grievance procedure, except for disciplinary matters.

**APPENDIX B**

**HEIGHT, WEIGHT AND BODY BUILD**

Male Firefighters

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HEIGHT (Inches)*	WEIGHT (Pounds)**	
	MINIMUM	MAXIMUM
60	106	141
61	109	145
62	112	148
63	115	151
64	118	155
65	121	160
66	124	164
67	128	169
68	132	178
69	136	182
70	140	187
71	144	193
72	148	199
73	152	205
74	156	214
75	160	220
76	164	228
77	168	235
78	172	243
79	176	251

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80

180

258

\* Individual No Shoes  
\*\* Weight Without Clothes

NOTE: A body fat measurement of 20% or less will pass a candidate even if he exceeds the maximum weight.

## HEIGHT, WEIGHT AND BODY BUILD

### Female Fire Fighters

HEIGHT (Inches)*	WEIGHT (Pounds)**	
	MINIMUM	MAXIMUM
58	92	125
59	94	126
60	96	132
61	99	135
62	102	138
63	105	141
64	108	145
65	111	149
66	114	153
67	118	158
68	122	162
69	126	166
70	130	171
71	134	176
72	138	182

\*Individual No Shoes

\*\*Weight Without Clothes

NOTE: A body fat measurement of 25% or less will pass a candidate even if she exceeds maximum weight.

**APPENDIX C  
WAGES**

**FULL-TIME Firefighter & Captain Salaries**

	7/1/2014	7/1/2015	7/1/2016
<b>Firefighter Hourly Rate</b>			
Step 1 (0-1 year of service)	\$27.27	\$27.82	\$28.38
Step 2 (1-2 years of service)	\$28.17	\$28.74	\$29.31
Step 3 (2-3 years of service)	\$28.76	\$29.34	\$29.93
Step 4 (3+ years of service)	\$29.64	\$30.23	\$30.84
<b>Captain Hourly Rate</b>			
Step 1 (1st year of service)	\$30.83	\$31.45	\$32.08
Step 2 (2nd year of service)	\$32.07	\$32.71	\$33.36
Step 3 (3+ years of service)	\$33.34	\$34.01	\$34.69
<i>General Wage Increase %</i>	2%	2%	2%

**PART-TIME Firefighter Salaries**

	7/1/2014	7/1/2015	7/1/2016
<b>Firefighter Hourly Rate</b>			
Step 1 (0-1 year of service)	\$20.46	\$20.87	\$22.13
Step 2 (1-2 years of service)	\$21.12	\$21.55	\$22.86
Step 3 (2-3 years of service)	\$21.57	\$22.00	\$23.34
Step 4 (3+ years of service)	\$22.24	\$22.68	\$24.05
<i>General Wage Increase %</i>	2%	2%	2%
<i>% of Salary to FT</i>	75%	75%	78%

## APPENDIX D

### SENIORITY

<u>Seniority</u>	<u>Last Name</u>	<u>First Name/MI</u>	<u>Employment Date</u> <i>(Full-time Date of Hire)</i>
1	Franklin	Andrew W.	03/01/1987
2	Hawthorne	Ryan W.	07/01/1992
3	Lavitt	Uri S.	07/01/1993
4	Cornell	Willard S.	01/17/2010
5	Morrisette	Theodore L.	02/14/2010
6	Landry	Rick W.	06/02/2013
7	Burnham	Josiah W.	06/02/2013
8	Carifa	Michael P.	07/31/2013
9	Burnham	Tyler R.	06/01/2014
10	Molleur	Robert J.	07/13/2014
11	Bray	Christopher W.	12/28/2014

NOTE: In accordance with Section 27.1 of this Agreement, full-time employees who were employed full-time by the Mansfield Volunteer Fire Company or the Eagleville Fire Department prior to and contiguous with their full-time employment by the Town shall have their years of full-time employment with those departments added to their Town seniority. The "employment date" set forth above reflects that Agreement and not their actual dates of employment by the Town.

**Appendix E**  
**TOWN OF MANSFIELD**  
**HEALTH INSURANCE PLAN COMPARISON**  
**EFFECTIVE MARCH 1, 2016**

BENEFIT	Century Preferred ~ PPO	Bluecare ~ HMO / POE
<b>Costshares</b>	<p style="text-align: center;">In-Network services subject to co-pays</p> <p style="text-align: center;">Out-of-Network Services Available ~ Subject to deductible and coinsurance</p> <p style="text-align: center;">Co-Pays: \$25 PCP / \$25 Specialist            \$175 Outpat Hosp / \$350 Inpat Hosp co-pay            \$50 Emergency / \$25 Urgent Care Facility            Out-of-Network Deductible: \$400/\$800/\$1,000            Out-of-Network Cost Share Maximum: \$1,600/\$3,200/\$4,000            Out-of-Network "Out of Pocket" Cost: \$2,000/\$4,000/\$5,000</p> <p style="text-align: center;"><b>Lifetime Maximum In-Network &amp; Out-Of-Network-Unlimited</b></p>	<p style="text-align: center;">In-Network services subject to co-pays</p> <p style="text-align: center;"><b>Out-of-Network NOT AVAILABLE</b></p> <p style="text-align: center;">Co-Pays: \$20 PCP / \$20 Specialist            \$100 Outpat Hosp / \$200 Inpat Hosp co-pay            \$75 Emergency / \$25 Urgent Care Facility            Deductible: Does not apply            Cost Share Maximum: Does not apply            Out of Pocket Cost: Does not apply</p> <p style="text-align: center;"><b>Lifetime Maximum In-Network -Unlimited</b></p>
<b>Preventive Care</b> Pediatric	<p style="text-align: center;">Covered according to age-based schedule:  <b>\$0 co-pay</b>            Birth to 1 year - 7 exams            1 year through 5 years - 7 exams            5 years through 11 years - 1 exam every year            11 years through 22 years - 1 exam every year</p>	<p style="text-align: center;">Covered according to age-based schedule:  <b>\$0 co-pay</b>            Birth to 1 year - 7 exams            1 year through 5 years - 7 exams            5 years through 11 years - 1 exam every year            11 years through 22 years - 1 exam every year</p>
Adult	<p style="text-align: center;">Covered according to age-based schedule:  <b>\$0 co-pay</b>            22 and over one exam per year</p>	<p style="text-align: center;">Covered according to age-based schedule:  <b>\$0 co-pay</b>            22 and over one exam per year</p>
Vision	<p style="text-align: center;"><b>\$0 co-pay for preventive</b>            ( Frames &amp; Lenses covered under vision rider )</p>	<p style="text-align: center;"><b>\$0 co-pay for preventive</b>            ( Frames &amp; Lenses covered under vision rider )</p>
Hearing	<p style="text-align: center;"><b>\$0 Co-pay one exam every two years</b></p>	<p style="text-align: center;"><b>\$0 Co-pay one exam every two years</b></p>
Gynecological	<p style="text-align: center;"><b>\$0 co-pay</b>            One Routine Exam Per Member per Calendar Year</p>	<p style="text-align: center;"><b>\$0 co-pay</b>            One Routine Exam Per Member per Calendar Year</p>
<b>Medical Services</b> Medical Office Visit	<p style="text-align: center;"><b>\$25 office visit co-pay PCP</b>  <b>\$25 office visit co-pay Specialist</b></p>	<p style="text-align: center;"><b>\$20 office visit co-pay PCP</b>  <b>\$20 office visit co-pay Specialist</b></p>
Outpatient PT/OT/ Chiro/Speech	<p style="text-align: center;"><b>\$25 office visit co-pay</b>            50 combined visits per member per calendar year            ( subject to medical necessity )</p>	<p style="text-align: center;"><b>\$20 office visit co-pay</b>            Unlimited Visits            ( subject to medical necessity )</p>
Allergy Services	<p style="text-align: center;"><b>\$25 office visit co-pay</b>            No copay for injections            Unlimited injections</p>	<p style="text-align: center;"><b>\$20 office visit co-pay</b>            No copay for injections            maximum benefit - 60 visits in 2 years</p>
Diagnostic Lab & X-ray	Covered	Covered
Inpatient Medical Services	Covered	Covered
Surgery Fees	Covered	Covered
Office Surgery	Covered	Covered

BENEFIT	Century Preferred ~ PPO	Bluecare ~ HMO / POE
Outpatient MH	\$25 office visit co-pay Limited to 40 visits per calendar year	\$20 office visit co-pay Limited to 40 visits per calendar year
Emergency Care Emergency Room	\$50 co-pay ( waived if admitted )	\$75 co-pay ( waived if admitted )
Urgent Care	\$25 co-pay Participating Facilities only	\$25 co-pay Participating Facilities only
Ambulance	Covered Land & Air Ambulance	Covered Land & Air Ambulance
Hospital Care General/Medical/Surgical/ Maternity (Semi-Private)	\$350 per admission co-pay Note: All hospital admissions require pre-cert	\$200 per admission co-pay Note: All hospital admissions require pre-cert
Ancillary Services (Medication, Supplies)	Covered	Covered
Psychiatric	\$350 per admission co-pay	\$200 per admission co-pay
Substance Abuse/ Detox	\$350 per admission co-pay	\$200 per admission co-pay
Rehabilitative	\$350 per admission co-pay up to 60 days per calendar year	\$200 per admission co-pay up to 60 days per calendar year
Skilled Nursing Facility	\$350 per admission co-pay up to 120 days per calendar year	\$200 per admission co-pay up to 90 days per calendar year
Hospice	\$350 per admission co-pay Unlimited days	\$200 per admission co-pay up to 60 days per calendar year
Outpatient Hospital Outpatient Surgery Facility Charges	\$175 per admission co-pay	\$100 per admission co-pay
Diagnostic Lab & X-ray	Covered	Covered
Pre-Admission Testing	Covered	Covered
Other Services Durable Medical Equip	Unlimited Max (Limited to covered items only )	Unlimited Max (Limited to covered items only )
Prosthetics	Unlimited Max	Unlimited Max
Prescription Drugs	\$10 Generic / \$20 Brand / \$30 Non listed Brand 1 co-pays mail - \$ 3,000 max add'l benefits subject to ded & coin ( Oral contraceptives are covered )	\$15 Generic / \$30 Brand / \$40 Non listed Brand 2 co-pays mail - unlimited max ( Oral contraceptives are covered )
Infertility	<ul style="list-style-type: none"> <li>• A lifetime maximum of 4 cycles for ovulation induction up to age 40.</li> <li>• A lifetime maximum of 3 cycles for intrauterine insemination up to age 40.</li> <li>• A lifetime maximum of 2 cycles combines for in-vitro fertilization, GIFT, ZIFT, and Low Tubal Ovum Transfer up to age 40.</li> <li>• Services related to male infertility.</li> <li>• All related prescription drugs.</li> <li>• All covered and medically necessary medical office visits, surgical procedures, associated laboratory testing &amp; procedures.</li> <li>• All covered services will be paid at the benefit level subject to policy guidelines.</li> </ul>	
Dependent Age Max	To 26 years of age	To 26 years of age

*Note: For July 1, 2014 – February 29, 2016, the Plan Design in effect is the same as the previous collective bargaining agreement dated July 1, 2010-June 30, 2014. Please reference that document's appendix for summary of benefits.*

APPENDIX F

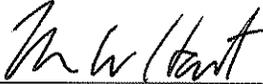
MEMORANDUM OF AGREEMENT

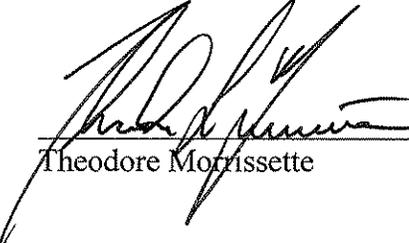
By and Between the Town of Mansfield (Town) and the Mansfield Career Fire Fighters Association, IAFF Local 4120 (Union)

The Town and Union remain committed to the continued mutual and cooperative collection and analysis of data for the purposes of Fire, Rescue, and Emergency Medical Services quality assurance related to operational responsiveness, efficiency, and effectiveness of service delivery and best interests for the Town as a whole. Such continued collection and analysis of data for these purposes shall be at the direction of the Fire Chief, whom shall meet regularly at his/her discretion with the Union President to coordinate and facilitate such continued efforts. Nothing in this Memorandum of Agreement shall be construed as a waiver of the Town's management rights.

For the Town:

For the Union:

  
Matthew W. Hart      02/22/2016  
Date

  
Theodore Morrissette      2/19/16  
Date