

TOWN OF EAST HAVEN
and
LOCAL 1205
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

TENTATIVE AGREEMENT

The Town of East Haven (“Town”) and Local 1205, International Association of Firefighters (“Union”), hereby agree that the following constitutes their Tentative Agreement (“Agreement”) regarding a reopener for the collective bargaining agreement for the period July 1, 2015 to June 30, 2021:

1. The Union and the Town agree to the Memorandum of Understanding concerning employee retention, attached as Exhibit 1.
2. It is agreed that the job description for Fire Captain attached as Exhibit 2 shall be submitted to the East Haven Civil Service Commission for approval.
3. Effective upon hiring, the wages for Captain shall be \$80,453.40.
4. The Town and the Union agree that the Chief shall assign the Captain to ~~an apparatus~~ Truck 3 at Station 3. For the purposes of training or up-staffing, the Chief may, in his discretion, reassign the Captain to another apparatus at Station 3 at any time as needed.
5. The Town and the Union agree to change Article 7, Section 1 as follows:

Section 1. In order to protect the health and safety of the employees in the bargaining unit, the Town shall maintain a minimum manpower complement of one (1) Battalion Chief, **one (1) Captain** and ten (10) fire fighters on duty at all time. Said minimum complement of personnel shall be distributed as follows:

6. The Town and the Union agree to change Article 16, Section 2 as follows:

Section 2. The annual uniform allowance for each employee shall be as follows,

Fire Marshal	\$1814.00
Training Officer	\$1683.00
Battalion Chiefs	\$1603.00
Captain	\$1530.00
Grade A Firefighter	\$1458.00
Grade B Firefighter	\$1342.00
Grade C Firefighter	\$1264.00

Grade D Firefighter \$1184.00

Such allowance shall be paid in two payments. The first payment shall consist of the employees' uniform allowance for the period of July 1st to December 31st of the current fiscal year. The payment shall be made on the off-pay week closest to November 15th, but no later than November 18th, and shall be determined by the grade of the employee on November 1st of the current fiscal year. The second payment shall consist of the employees' uniform allowance for the period of January 1st to June 30th of the current fiscal year. The payment shall be made on the off-pay week closest to June 15th, but no later than June 18th and shall be determined by the grade of the employee on June 1st of the current fiscal year. Any employee starting or terminating his employment during the course of the fiscal year shall have his clothing allowance prorated by the number of months in which he was employed during the payment period. As employees advance in grades or promotions they will receive the uniform allowance for the new position as previously worded in this section.

7. Wages for bargaining unit employees shall increase by 2% effective and retroactive to July 1, 2020.
8. There shall be no increase in employee premium share effective July 1, 2020.
9. The Town and the Union agree that within twenty (20) days of the ratification of this Agreement, the Union negotiating committee shall participate in non-binding meetings with the Town's broker of record to discuss/review the Connecticut Partnership Plan 2.0.
10. The Town and the Union agree to change Article 26, Section 2 as follows:

Section 2. Only employees with at least eight (8) years of paid service with the East Haven Fire Department shall be eligible to participate in an examination for the Classification of Battalion Chief, Training Officer, and Fire Marshal. **On and after July 1, 2020, to be eligible to participate in an examination for the Classification of Battalion Chief, the employee shall have served as Captain. To be eligible to participate in an examination for the classification of Captain, the employee must have served as Firefighter Grade A for a total of five (5) years with the Town of East Haven Fire Department combined service. Future acting Captains must be on a list of Acting Captains Officers or sit for a Captain's examination.** No appointment for Fire Marshal shall be considered permanent until the candidate has been certified by the State of Connecticut Fire Marshal.

11. The Town and the Union agree to change Article 32, Section 1 as follows:
 - (c) ~~All~~ **Except as provided in Subdivision (1) of this subsection, all** firefighters hired after July 1, 2003, shall be licensed EMT-P's with medical control within two (2) years and must serve the East Haven Fire Department as a licensed EMT-P with medical control for ~~fifteen (15)~~ **eight (8)** years. ~~At that point after fifteen (15)~~ **Provided there are at least twenty (20) licensed EMT-P's with medical control capable of working Rescue 1, Squad 5 or Engine 4, after eight (8)** years of service as a licensed EMT-P

with medical control, ~~they may choose not to be used on a regular basis as an EMT-P or may be allowed to give up their licenses/medical control, providing in either case there are at least twenty (20) licensed EMT-P's with medical control capable of working~~ Rescue 1, Squad 5 or Engine 4 **an EMT-P may choose to downgrade certification to that of EMT-D.** In the case where there are more EMT-P's who wish to exercise one of these options and the result would bring the licensed EMT-P's with medical control number below twenty (20), the EMT-P with the most seniority will be given first opportunity. An EMT-P who exercises ~~either this right as stated above~~ shall maintain an EMT-D ~~certification~~ **license** for the duration of their employment. Those who choose to exercise this option shall notify the Chief in writing that they wish to no longer serve as a medically authorized paramedic no later than May 15 of that year.

In the filling of entry-level vacancies after January 1, 2021, the Town shall establish two (2) eligibility lists for appointment. One (1) list shall consist of individuals licensed as paramedics, and one (1) list shall consist of individuals with Emergency Medical Technician (EMT) certification interested in becoming firefighters. In instances where the number of certified line paramedics in the bargaining unit is twenty (20) or more, before hiring candidates the Chief shall submit a request for those paramedics wishing to relinquish medical authorization or licensure as a paramedic. Selections will be based on seniority. If no members of the bargaining unit choose to relinquish medical authorization or licensure as a paramedic, the chief shall be authorized by this agreement to hire firefighter candidates certified as Emergency Medical Technicians (EMT) for entry level vacancies. At no time shall the minimum level of Paramedics be less than 20, the union and the town agree that a total of 24 paramedics may be maintained at the sole discretion of the chief to keep the workload of paramedics as fair and equitable as practical.

12. The Town and the Union agree to change Article 32, Section 1 as follows:

(f) The following shall apply only when at or below minimum prescribed staffing: If a single paramedic unit Squad 5 or Engine 4 is assisting to the hospital the Battalion Chief shall backfill said paramedic. If a simultaneous second or third paramedic unit is assisting to the hospital it is at the discretion of the Battalion Chief to backfill the said paramedic (s). ~~If Rescue 1 assists to the hospital, the covering assist shall report to Headquarters and ride on Engine. Upon installation of Captains, Rescue 1 assists will cease.~~
~~4-If Squad 5 assists to the hospital, the covering assist shall report to Station 3 and Ride on Truck 3. If Engine 4 assists to the hospital, the covering assist shall report to headquarters and ride on Squad 1. It is agreed that assists are covered for a minimum of four (4) hours. Personnel called to backfill assists shall report to work not to exceed thirty (30) minutes. If the shift is already working above minimum prescribed staffing and they are available to respond, the callback may not be required at the discretion of the Battalion Chief. Unless given an assignment that requires the backfilled personnel to leave the assigned station after Rescue 1, Squad 5 or Engine 4 returns, they shall stay on Engine 1 and Truck 3 respectively for the duration of their backfill call in regardless of rank. If an employee is on duty for a backfill assist and another call for service comes in, the employee shall remain on duty until a disposition for that call for service has~~

been determined. When a ranking Officer reports for an assist, he/she shall ride the front passenger seat of the apparatus and shall assume a command role if first arriving.

13. The contract shall be changed to reflect the changes set forth herein. No other changes shall be made to the contract that expires on June 30, 2021 other than those set forth herein.

14. This Agreement shall be subject to the ratification of the Union and Town.

Dated this ___ day of December 2020.

Local 1205, International Association of Firefighters

Town of East Haven