AN AGREEMENT BETWEEN THE TOWN OF HARTFORD, VERMONT
AND
THE HARTFORD CAREER FIREFIGHTERS' ASSOCIATION
LOCAL 2905
OF THE
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

July 1, 2023 to June 30, 2028
<table>
<thead>
<tr>
<th>Article Title</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>ARTICLE I – PURPOSE AND INTENT</td>
<td>2</td>
</tr>
<tr>
<td>ARTICLE II – RECOGNITION</td>
<td>2</td>
</tr>
<tr>
<td>ARTICLE III – MANAGEMENT RIGHTS</td>
<td>2</td>
</tr>
<tr>
<td>ARTICLE IV – NO STRIKE CLAUSE</td>
<td>2</td>
</tr>
<tr>
<td>ARTICLE V – SENIORITY</td>
<td>2</td>
</tr>
<tr>
<td>ARTICLE VI – DISCIPLINE AND DISCHARGE</td>
<td>3</td>
</tr>
<tr>
<td>ARTICLE VII – GRIEVANCE AND ARBITRATION PROCEDURE</td>
<td>3</td>
</tr>
<tr>
<td>ARTICLE VIII – HOURS OF WORK AND OVERTIME</td>
<td>5</td>
</tr>
<tr>
<td>ARTICLE IX – COMPENSATION</td>
<td>6</td>
</tr>
<tr>
<td>ARTICLE X – HOLIDAYS</td>
<td>8</td>
</tr>
<tr>
<td>ARTICLE XI – LEAVES OF ABSENCE</td>
<td>8</td>
</tr>
<tr>
<td>ARTICLE XII – VACATIONS &amp; COMPENSATORY TIME</td>
<td>10</td>
</tr>
<tr>
<td>ARTICLE XIII – UNION ACTIVITIES</td>
<td>12</td>
</tr>
<tr>
<td>ARTICLE XIV UNION SECURITY</td>
<td>13</td>
</tr>
<tr>
<td>ARTICLE XV – MISCELLANEOUS PROVISIONS</td>
<td>13</td>
</tr>
<tr>
<td>ARTICLE XVI – TRAINING &amp; EDUCATION</td>
<td>14</td>
</tr>
<tr>
<td>ARTICLE XVII – INSURANCES</td>
<td>15</td>
</tr>
<tr>
<td>ARTICLE XVIII – RETIREMENT</td>
<td>17</td>
</tr>
<tr>
<td>ARTICLE XIX – UNIFORMS</td>
<td>18</td>
</tr>
<tr>
<td>ARTICLE XX – HEALTH &amp; FITNESS</td>
<td>19</td>
</tr>
<tr>
<td>ARTICLE XXI – RESERVED</td>
<td>21</td>
</tr>
<tr>
<td>ARTICLE XXII – OUTSIDE DETAILS</td>
<td>21</td>
</tr>
<tr>
<td>ARTICLE XXIII – PROMOTIONS</td>
<td>21</td>
</tr>
<tr>
<td>ARTICLE XXIV – NOTICES UNDER AGREEMENT</td>
<td>23</td>
</tr>
<tr>
<td>ARTICLE XXV – FINAL RESOLUTION</td>
<td>23</td>
</tr>
<tr>
<td>ARTICLE XXVI - DURATION OF AGREEMENT</td>
<td>23</td>
</tr>
<tr>
<td>ARTICLE XXVII – ACKNOWLEDGMENT OF ARBITRATION</td>
<td>23</td>
</tr>
</tbody>
</table>
ARTICLE I – PURPOSE AND INTENT

1.1 The purpose of the Town and the Union entering into this Collective Bargaining Agreement is to set forth their agreement on wages, hours of work and other conditions of employment, as provided in VSA Title Twenty-One (21), Chapter Twenty-Two (22).

ARTICLE II – RECOGNITION

2.1 The Town recognizes the Union as the sole and exclusive representative of its employees covered by this Agreement for the purpose of collective bargaining in accordance with the provision of Article I, Section 1.1 of this Agreement.

2.2 The term “employee” as used in this Agreement applies to all full time fire fighter employees and the Fire Marshal, Deputy Fire Marshal, Public Safety Mechanic, excluding probationary, supervisory and confidential employees as provided in VSA Title Twenty-One (21), and Twenty-Two (22).

2.3 Reference to the male gender shall be construed to include both the male and female.

ARTICLE III – MANAGEMENT RIGHTS

3.1 Except as otherwise specifically modified in this Agreement, the management and direction of the Fire Department operations, as well the means by which such operations are to be conducted, shall remain the sole and exclusive prerogative of the Town. All rights and responsibilities not specifically modified by the Agreement shall continue to remain as the sole and exclusive function of the Town.

ARTICLE IV – NO STRIKE CLAUSE

4.1 The Town and the Union subscribe to the principal that differences shall be resolved by peaceful and appropriate means and without interruption of services to the Town. The Union agrees, therefore, that there shall be no strikes, work stoppages, sick-outs, or other concerted refusal to perform work by employees covered by the Agreement, nor any instigation thereof during the life of this Agreement, and the Town agrees that there shall be no lockout.

ARTICLE V – SENIORITY

5.1 The first twelve (12) months of employment shall be considered a trial/probationary period to permit the Town to determine a new employee’s fitness and adjustability for the work required.

5.15 The first twelve (12) months of a promotion shall be considered probationary. Should the promotion not work out, the employee would be returned to the rank and pay grade they held before the promotion.

5.2 Seniority, for purposes of this Agreement, shall mean uninterrupted continuous service from the date of employment and a “Seniority List” shall be posted annually in the workplace including all members of the unit and/or the Department.

5.3 Seniority for all purposes shall be terminated for any of the following reasons:

   a. Voluntary Quit.
   b. Discharge.
   c. In the case of a layoff. The Town agrees to notify employees of a layoff and subsequent recall by certified mail to the employees last known address. Should the employee fail to
give notice of their intent to return to work within 30 days of the date of mailing, the Town may fill the position with a new hire.

d. Absence for three (3) consecutive working shifts without reporting to the Chief or their designee.

e. Failure to report to work at the end of a leave of absence or extension thereof.

f. Failure to be recalled from layoff or return to work for a period of twelve (12) months.

5.4 When decreasing the work force, or recalling after layoff, the following factors shall be considered, however, only when all other factors are relatively equal, shall continuous service be the determining factors:

a. Ability to perform the work.

b. Physical fitness (excluding known pre-existing conditions regarding recall).

c. Past service record.

d. Continuous service.

Ability to perform the work as used in this Article shall mean to satisfactorily perform the job in question, without assistance or additional training.

ARTICLE VI – DISCIPLINE AND DISCHARGE

6.1 The Town retains the right to adopt policies, rules and regulations for the operation of the Hartford Fire Department and the conduct of its employees, provided that such rules do not conflict with the provisions of this Agreement. It is agreed that the Town has the right to discipline, suspend or discharge employees for just cause, subject only to the provisions of this Agreement.

6.2 An employee who has completed their probationary period shall not be suspended, disciplined or discharged except for just cause.

6.3 While on duty, an employee may be disciplined or discharged for a variety of conduct including but not limited to: proven theft, proven intoxication, being under the influence of illegal drugs, insubordination. Any use of Town property for personal use without the permission of the Chief or their designee may be cause for discipline or discharge.

6.4 All disciplinary actions shall be done in a fair and open manner and shall be consistent with the infraction for which disciplinary action is being applied. When an employee is incompetent or inefficient or fails to perform assigned duties, fails to observe rules and regulations or is absent without authorization, they may be subject to appropriate discipline including suspension without pay, or discharge. Upon the request of the employee, the employee shall have the right to request the presence of a Union Representative at any disciplinary meeting.

6.5 All suspensions and discharges shall be in writing stating the reason(s) for such action with copies given to the employee and the designated Union Representative (local) at the time of any such action. The employee may request that such information not be released to the Union.

6.6 Upon discharge and or quitting, the Town shall pay all moneys due the employee on the payday following such action.

6.7 Just cause, for purposes of this agreement, shall mean that the evidence supports the action.

ARTICLE VII – GRIEVANCE AND ARBITRATION PROCEDURE

7.1 A grievance is defined as a dispute between the parties as to the meaning or application of a specific provision of the Agreement or a claim that the Town has taken disciplinary action without just cause.
7.2 This grievance procedure constitutes the sole and exclusive means of resolving grievances and employees will at times continue to work as directed by the Town. Settlement of the controversy at any step in the grievance procedure shall be binding on all parties, including the employee or employees making the complaint.

7.3 Grievances shall be processable if action is taken within the time limits set out for each step and shall only be processable at and beyond Step 1 of the Grievance Procedure by and in conjunction with the Union representative. Such grievances shall be settled in the following manner:

Step 1: The Union representative shall present the grievance in dispute in writing to the Chief within seven (7) calendar days of the occurrence giving rise to the grievance, or the date that the employee reasonably should have known of the occurrence giving rise to the grievance. The grievance shall state with particularity the contract section or past practice alleged to have been violated, the facts underlying the grievance and the relief sought. The Chief shall give a written response to the grievance within seven (7) calendar days after receipt of same. The Chief's response shall address in detail the employee's grievance and shall specifically state the Chief's position with respect to the grievance.

Step 2: If the grievance is not settled at Step 1, the grievance may be submitted to the Town Manager within seven (7) days after the Chief's response or, if there is no response, within seven (7) days after the response of the Chief is due. The Town Manager shall give a written response to the grievance within seven (7) calendar days after receipt of same. The Town Manager response shall address in detail the employee's grievance and shall specifically state the Town's position with respect to the grievance.

Step 3: If the grievance is not settled at Step 2, either party may request arbitration within the restrictions of the article. Written notice of intent to arbitrate must be given to the other party within fifteen (15) days after the reply of the Town Manager is received as set forth in Step 2. If notice of intent is provided to the Town, such notice shall be given to the Town Manager. If such notice is provided to the Union, such notice shall be given to the President of the Union.

Failure of the Union to meet the time limits described shall constitute a waiver of the grievance. Failure of the Town to respond within the time limits set forth above shall trigger the right of the Union to appeal the grievance to the next step of the procedure. It is the intention of the parties that grievances be settled at the lowest step possible and to this extent a meeting may be held between the parties at each step.

7.4 Arbitration

1. The notice of intent to arbitrate shall state the matter at issue and shall state in what respects the Agreement has been violated by reference to a specific clause or clauses relied upon. The notice shall also state the nature of the relief or remedy sought.

2. Within ten (10) days after the date of delivery of the foregoing notice of intent to arbitrate, the affected employee (if any), Union representative and/or the Union attorney, the Chief, Town Manager and/or the Town Attorney may, on request, meet in a pre-arbitration conference. Each side at such meeting shall fully explain its position at said conference and shall make every earnest effort to settle the matter.

3. Should settlement not be reached at the pre-arbitration conference the matter shall proceed to arbitration.

4. Within ten (10) days of the pre-arbitration conference described above, the parties will attempt to mutually agree on an arbitrator; in the absence of an agreement either party may notify the American Arbitration Association or the Federal Mediation and Conciliation Service, at the election of the party, of the demand for arbitration under rules of the AAA of the FMCS. Such notice shall not necessarily constitute a submission of agreement.
5. The parties agree that an arbitrator may be selected by a strike out method or by such other method as the AAA or FMCS shall elect provided that the strike out list contains no fewer than seven (7) names of proposed arbitrators.

6. After the Arbitrator has been selected by the foregoing procedure, the Arbitrator shall conduct such hearings as may be required, hear the evidence of both parties and render a decision promptly. A separate Arbitrator shall be appointed to hear each grievance that has been appealed to arbitration unless:

a. The parties agree in writing to present more than one grievance to the same arbitrator.

b. Two or more grievances arise out of the same factual situation or two or more grievances involve identical matters of contract interpretation. The determination as to whether multiple grievances shall be heard together under these criteria shall be a determination for the arbitrator.

7. Time limits specified herein may be extended by mutual consent of the parties or by the Arbitrator.

8. It is understood that the function of the Arbitrator shall be to interpret specific provisions of the Agreement. The Arbitrator shall have no power to decide any issue that is defined in the Agreement to be non-arbitrable or to add to or subtract from or to modify or extend any of the terms of this Agreement.

9. The Arbitrator shall render a decision within thirty (30) days after completion of taking evidence.

10. Unless the Arbitrator shall determine that there has been an intentional misuse of the arbitration procedure, or except as otherwise provided, each party shall bear the expense of its representatives and witnesses, and the fees and expenses of the Arbitrator shall be borne equally by the parties.

11. The decision of the Arbitrator on the matter at issue shall be final and binding on both parties.

12. The parties agree that the arbitration procedure is not to be utilized to impose undue financial hardships on the party and is to be used in good faith. The following restrictions shall be observed by mutual agreement otherwise:

a. Except by express agreement in writing as to a particular matter, the arbitrator shall have no power to hear a discharge issue or make any award on such issue;

b. Except by express agreement in writing as to a particular matter, no issue shall be arbitrated unless it involves the possible expenditure of an amount of money to the Town in excess of one thousand dollars ($1000) including arbitration costs but excluding attorney’s fees and witness costs) in a fiscal year. The Selectboard shall be the final arbitrator as to whether such amount is in controversy.

c. If the Union initiates arbitration of an issue not subject to arbitration under this article, it shall reimburse the Town for any and all expenses incurred in litigating such matter, including attorney fees.

**ARTICLE VIII – HOURS OF WORK AND OVERTIME**

8.1 Except as otherwise provided, the present work schedules and practices shall continue in effect during the term of this Agreement for fire fighters, Lieutenants and Captains.

8.2 A work shift shall be defined as a twenty-four hour shift, except for those employees assigned to “light duty” whose hours shall be equivalent to 42 hours in a 7 day cycle but will be determined by the Chief. Every reasonable effort will be made by the Chief to assign staff out on “light duty” to work within the Fire Station before considering work assignments outside the facility.
8.3 All “regular full-time” employees in the Fire Department are expected to be available for an average of forty-two (42) hours per week as their normal work week based on an eight (8) week work cycle.

8.4 Unless otherwise provided in this agreement, any time worked outside an employee’s regularly scheduled hours, including time spent during mandatory training, vacation or personal hours but excluding sick leave shall be paid at the rate of time and one-half, with a two-hour minimum call back for all emergencies.

8.5 All compensating time earned shall be agreed upon by the employee and the Fire Chief prior to earning such time by overtime work.

8.6 Employees will be required to work a reasonable amount of overtime consistent with the needs of the Department. Shift coverage shall be credited to the employee when filling vacations, personal days and sick days.

8.7 Overtime will be distributed in a fair and equitable fashion consistent with the needs of the Department. All shift coverage shall be approved by the Chief.

8.8 Employees shall have the right to exchange shifts with an employee of the same rank when the change does not interfere with the operation of the Fire Department. However, twenty-four (24) hour notice shall be given to the Chief.

8.9 In calculating hours worked, time will be rounded off to the nearest quarter-hour with the exception of time worked at the continuation of a shift which will be paid a minimum of one (1) hour at the time and one half (1 1/4) rate .

8.10 In cases of alarms, employee’s hours for pay purposes, will begin at the time of alarm. Employees responding to alarms either 15 minutes before or after the end of their shift shall not receive any additional pay for these 15 minutes periods.

8.11 Employees on call back shall remain on duty through the duration of the incident subject to permission of the officer in charge.

8.12 Notwithstanding the foregoing, the Fire Marshal position, the Deputy Fire Marshal position, and the Public Safety Mechanic, will be standard 40 hour per week positions on a seven day cycle typically working Monday through Friday during normal business hours. These positions are entitled to all the benefits of this Agreement, except that the Fire Marshal, Deputy Fire Marshal, and Public Safety Mechanic shall not be entitled to participate in physical fitness activity on shift as provided in Article 20.14, shall work a regular forty hour workweek and not a forty-two hour regular workweek, shall be compensated based on the forty hour workweek scale, shall be compensated eight hours per holiday and not twelve hours, shall be entitled to take vacation in one:one week increments based on a forty hour workweek, shall be entitled to twenty-four hours of personal leave each year. The Public Safety Mechanic is only eligible for membership in VMERS Group C.

ARTICLE IX – COMPENSATION

9.1 Employees covered by this agreement shall be compensated from July 1, 2023 through June 30, 2028 as set forth in Appendix A. Employees will be paid on an “every other week” basis at the Town’s option. Payroll checks shall be delivered by electronic direct deposit to the employee’s financial institution. Employees may elect to have funds deposited at up to two (2) institutions. This Agreement for the electronic direct deposit of funds includes authorization to the Town to make all banking transfers necessary to accomplish the electronic deposit of such funds.
Appendix A hereto are the Wages Schedules for FY 24, 25, 26, 27 and 28 showing each current employee and their hourly wage in each of those five years. This Attachment is not intended to become part of the contract document but shall demonstrate the wages that the parties understand will result if this Comprehensive Agreement is ratified by both parties and may be relied on by both parties for that purpose. Employees not receiving a competitive or noncompetitive promotion shall advance annually one step on the schedule for the duration of this agreement. Those employees who receive a competitive promotion during the duration of this agreement shall have the value of such step subtracted from the amount of the increase received from the competitive promotion. Firefighters shall be compensated according to the forty-two hour per week scale; the Fire Marshal, Deputy Fire Marshal, and Public Safety Mechanic shall be compensated according to the forty hour per week scale.

9.2 As of July 1, 2023, the Job classifications are assigned to the following Grades:

<table>
<thead>
<tr>
<th>Title</th>
<th>Grade</th>
</tr>
</thead>
<tbody>
<tr>
<td>Firefighter/EMT*</td>
<td>1 (42 hour scale)</td>
</tr>
<tr>
<td>Lieutenant/EMT*</td>
<td>3 (42 hour scale)</td>
</tr>
<tr>
<td>Captain/EMT*</td>
<td>4 (42 hour scale)</td>
</tr>
<tr>
<td>Fire Marshal</td>
<td>3 (40 hour scale)</td>
</tr>
<tr>
<td>Deputy Fire Marshal</td>
<td>2 (40 hour scale)</td>
</tr>
<tr>
<td>Public Safety Mechanic</td>
<td>1 (40 hour scale)</td>
</tr>
</tbody>
</table>

AEMT advance 1 step with in grade. In addition, effective the same date, paramedics will receive 10% of their regular base wage rate as incentive pay.

As of July 1, 2025, the Job classifications are assigned to the following Grades:

<table>
<thead>
<tr>
<th>Title</th>
<th>Grade</th>
</tr>
</thead>
<tbody>
<tr>
<td>Firefighter/EMT*</td>
<td>1 (42 hour scale)</td>
</tr>
<tr>
<td>Senior Firefighter</td>
<td>2 (42 hour scale)</td>
</tr>
<tr>
<td>Lieutenant/EMT*</td>
<td>3 (42 hour scale)</td>
</tr>
<tr>
<td>Captain/EMT*</td>
<td>4 (42 hour scale)</td>
</tr>
<tr>
<td>Fire Marshal</td>
<td>3 (40 hour scale)</td>
</tr>
<tr>
<td>Deputy Fire Marshal</td>
<td>2 (40 hour scale)</td>
</tr>
<tr>
<td>Public Safety Mechanic</td>
<td>1 (40 hour scale)</td>
</tr>
</tbody>
</table>

9.3 When employees are authorized by Department policy to use their personal auto for Town business, they shall be compensated at the Town rate (prevailing rate recognized by the U.S. Internal Revenue Service (<15,000 mile rate) after supplying the Chief with a written itemized statement.

9.4 Pay Stipends

Technical Rescue-Employees shall receive 1% of base salary for each technical rescue certification with a maximum of 2% of the base salary effective July 1, 2023.

- Rope Rescue
- Confined Space
- Swift Water Rescue
- Trench Rescue
- Collapse Rescue
Education- Employees shall receive $750 for an Associate’s Degree, $1,500 dollars for a Bachelor’s Degree, or $3,000 for a Master’s Degree or greater, effective July 1, 2023. Employees eligible for this benefit may only receive the incentive payment for the highest degree achieved.

Those who are eligible for both the educational and technical rescue stipends shall receive only the stipend with the higher financial value. This will be evaluated on an annual basis by administration. The stipend will be added into the employee’s base salary. This results in their 42-hour pay rate.

ARTICLE X – HOLIDAYS

10.1 The parties recognize fourteen (14) paid Holidays following the Town holiday schedule:
New Year’s Day
Martin Luther King Day
Lincoln’s Birthday
Washington’s Birthday
Town Meeting Day
Memorial Day
Independence Day
Labor Day
Indigenous Peoples’ Day
Veterans Day
Thanksgiving Day
Bennington Battle Day
Christmas Day
Juneteenth

10.2 Employees covered by the Agreement, who work during the hours described below, shall be paid in addition to their regular pay, one and one half (1½) times their regular straight time rate of pay (excludes emergency call backs):

a. Thanksgiving Day - 7:00 a.m. to 5:00 p.m.
b. Christmas Day - 7:00 a.m. to 5:00 p.m.

10.3 Except as otherwise provided in Section 10.2, employees who work on any of the Holidays set forth herein, shall receive Holiday pay in addition to their regular earnings for any such work.

10.4 When a paid holiday occurs during an employee’s vacation, they shall be paid for the Holiday in addition to their vacation pay.

10.5 Holiday pay, for the purposes of this Article, shall mean (12) regular hours.

10.6 In order to receive compensation, employees must be in a pay status on the workday immediately preceding a Holiday and the workday immediately following a Holiday.

10.7 Notwithstanding the other provisions of this Article, the position of Fire Marshal, Deputy Fire Marshal, and Public Safety Mechanic shall be awarded holiday leave in the manner consistent with all other regular 40 hour per week positions and the Personnel Policy.

ARTICLE XI – LEAVES OF ABSENCE

11.1 The parties agree that the use of leaves for other than the purposes stated herein shall constitute a basis for appropriate discipline.

11.2 The Town will permit up to 48 consecutive hours absence with straight time pay because of the death of an employee's father, mother, wife, husband, brother, sister, son, daughter, foster parent, foster child, step parent, step child and grandparent and the same relatives of the employee's spouse. Additional time off with pay may be granted by the Fire Chief and Town Manager where unusual circumstances arise.

11.3 The Town recognizes that it is the duty of every citizen to serve on a jury when requested by the local, state or Federal authorities. The Town will supplement the jury pay so that it will equal one (1) shift's pay at straight time for each shift missed for jury service. The employee shall provide the Town with a
statement of earnings (excluding mileage) for any such jury service. When jury service is completed, the employee is required to report for work, if appropriate. The employee must notify their superior immediately upon receipt of a summons for jury service.

11.4 The Town shall maintain a record of all credits and debits to the sick leave account of each employee. These sick leave accounts are available for inspection by the employee.

11.5 Employees in the operations division shall earn sick leave of 12 hours per month of continuous service up to a maximum of 144 hours in any one year. Employees who work a standard 40 hour week (Fire Marshal, Deputy Fire Marshal, and Public Safety Mechanic) shall earn sick leave of 8 hours per month of continuous service up to a maximum of 96 hours in any one year. Unused sick leave will be capped at 800 hours. Proof of illness may be required by the Chief or the Town Manager, paid for by the Town, if employee's health insurance deductible has not been expended.

All deductions will be in an hour for hour basis.

Thirty-six hours of sick leave may be taken as personal leave each year. Personal leave may be used in conjunction with vacation time. Scheduling of personal leave to be approved by the Chief.

11.6 Except as provided herein, leaves for any and all other reasons, paid or unpaid, shall be granted at the sole discretion of the Town Manager.

11.7 Any employee who is summoned to appear in Court for work related reasons shall be compensated at the appropriate hourly rate for each hour.

11.8 Employees will be permitted time off to care for sick relatives (spouse, children or employee's mother or father) when no other arrangements are possible. Such lost time will be deducted from the employee's sick leave.

11.9 A shift for purposes of this Article shall mean a 24 hour shift. However, an employee may not receive more than eighty-four (84) hours sick pay in any one bi-weekly pay period. At the written request of the employee, sick leave may be used to supplement weekly income from Workers’ Compensation or supplemental short-term disability compensation. Supplemental sick leave compensation combined with Workers’ Compensation or short term disability compensation shall not exceed 100% of the employee’s regular compensation rate prior to the injury or illness.

11.10 Union Business/Professional Leave

Any duly elected officer of the Local and/or the Professional Firefighters of Vermont shall be granted paid leave, not to exceed 5 shifts or 120 hours in a calendar year to attend the following:

- Quarterly meetings of the Professional Firefighters of Vermont
- The Biennial convention of the Professional Firefighters of Vermont
- The Biennial convention of the International Association of Firefighters
- To testify on legislative issues pertaining for fire or ems issues at the State level
- For members of active committees pertaining to fire or ems issues at the State Level.
- IAFF State and Provincial Meetings
- Professional Firefighters of Vermont and IAFF trainings

No more than one (1) member will be allowed Professional Leave per shift

Leave may be used in hour increments as needed (i.e. - 6 hours to attend a Professional Firefighters of Vermont quarterly meeting)
Notice will be given to the Chief, or their designee, in writing 2 weeks prior to the leave request.

11.11 Sick Bank
There are times where an employee may require additional leave time to recover from a medical or traumatic event during their employment. Should the employee expend the balance of their available sick time the Union may request that the Town Manager authorize the usage of a sick bank for an employee. This sick bank is available on an individual basis and is at the discretion of the Town Manager and managed by the Fire Chief. Employees may allocate voluntarily a maximum of 100 hours per person at any given time but any employee making a donation must maintain a minimum sick leave balance of 200 hours after the donation has occurred. The allocation of sick time used by an employee to the sick bank is nonrefundable. Further amounts require authorization of the Town Manager. An employee is limited usage of 1200 hours of donated leave time. Additional time may be granted but only after the review of the Town Manager and the ability of the employee to return to work.

The establishment of sick banks for individuals shall be initiated by the Union’s Executive Board and presented to Administration for approval.

**ARTICLE XII - VACATIONS & COMPENSATORY TIME**

12.1 Vacations are available to regular full-time employees only. Each employee shall be entitled to:

<table>
<thead>
<tr>
<th>Amount of vacation Earned</th>
<th>Beginning Year of Service</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Week = (48 hours)</td>
<td>1</td>
</tr>
<tr>
<td>2 Weeks = (96 hours)</td>
<td>2</td>
</tr>
<tr>
<td>3 Weeks = (144 hours)</td>
<td>5</td>
</tr>
<tr>
<td>3 Weeks + 2 Days = (164 hours)</td>
<td>10</td>
</tr>
<tr>
<td>4 Weeks = (192 hours)</td>
<td>15</td>
</tr>
<tr>
<td>5 Weeks = (240 Hours)</td>
<td>20</td>
</tr>
</tbody>
</table>

12.2 Employees vacation days are credited to them on January 1 of each year. Vacation days must be earned, and if an employee is on leave without pay they will earn no vacation leave. In the event an employee is terminated then in that case, those unearned days will be reduced or deducted from their final paycheck.

12.3 Vacation time should be used within the calendar year in which it is earned. However, vacation time may be carried over into the following year with prior expressed written permission of the Fire Chief. In any event no more than forty-eight (48) hours can be requested to be carried over into the following year.

12.4 Vacation pay shall be equal to the normal straight time pay of the employee.

12.5 Employees who desire to reserve vacation equal to a week or more in duration may submit their request to the Chief on/or before February 1st of each year. By the 15th of February, the Chief will consider and approve such requests on the basis of seniority without regard to rank within the shift. After this date, leave requests equal to or in excess of one week in length shall be considered on a first come, first serve basis. Employees should request vacation leave in writing to the Chief at least twenty (20) days prior to the time desired.

12.6 Vacation hours earned shall only be used in 12 hour increments. Unused vacation hours of less than 12 can be combined with compensatory time to equal a 12 hour increment. Employees should request vacation leave through Crewsense at least fourteen (14) days prior to the time desired. Such requests shall be acted upon by the Chief or their designee within 7 days of receipt. In all cases vacation leave is granted on the basis of the operational requirements of the Department as determined by the Chief.

12.7 Vacation leave may be used in conjunction with the use of personal time and compensatory time.

12.8 Upon discharge or in the event an employee quits, or death of an employee, earned vacation time or pay shall be included with final wage payments. In the case of death, vacation pay due any such employee shall be paid to the employee’s life insurance beneficiary.
12.9 Any employee who is laid off, or retires, shall be entitled to vacation to the date any such action occurs, in accordance with the schedule and eligibility requirements set forth in this article.

12.10 For the Fire Marshal, the Deputy Fire Marshal, and the Public Safety Mechanic, vacation time will be earned, credited and utilized in the same fashion as all other 40 hour per week positions.

12.11 Employees are eligible to earn compensatory time in lieu of pay for hours worked. Any additional time worked excluding Holidays beyond the 42-hour workweek shall be eligible for compensatory time. Hours worked beyond 42 in a normal workweek, shall be eligible for compensatory time at a rate in accordance with Article 8.4.

12.12 All compensatory time shall be approved by the Fire Chief, or Deputy Chief to ensure minimum staffing can be obtained, and ensure an Officer is on-duty at all times. In the absence of a Chief Officer, the Duty Officer may approve the use of compensatory time.

12.13 The maximum accrual of compensatory time shall not exceed 96 hours at any given time; this includes time scheduled, but not yet taken. In the event an employee separates from service the Town will pay the employee for unused hours at the rate they were accrued (straight/overtime).

12.14 Compensatory time shall be taken at a minimum of a 1-hour time block. When compensatory time is to be taken in less than a full shift, i.e. 24 hours such time must be scheduled no more than 14 days in advance of the time desired.

12.15 The Town shall provide three slots per shift for employees to take time off for vacation, personal or compensatory time. Employees shall sign up for time off slots by designating whether the time should be recorded as vacation, personal or compensatory time. No more than two slots allotted for vacation leave. At no time shall there be more than three employees per shift on time off. Should another employee subsequently request either vacation or personal leave on that same shift, the Town will deny such request and the Town’s denial shall not be a violation of the collective bargaining agreement. Consequently, no grievance claiming such a violation will be filed by either the Association and or an employee. Where the Town has granted three employees’ leave requests on the same shift, the parties agree that if Town granted a fourth request for leave on that shift, it would create an undue burden on the Town.

12.16 The Town shall make available an accurate listing to all employees on the number of compensatory hours accrued at least biweekly.

12.17 Minimum staffing is subject to Article 15.9 of the CBA, however filling of shifts when compensatory time is used is at the discretion of the Fire Chief. It is not the intention of the Fire Marshal position or Deputy Fire Marshal position to fill vacancies in the Operations Division. However, in the following cases, the Town reserves the right to use the Fire Marshal or Deputy Fire Marshal to count toward the minimum staffing:

a. Emergency Call Coverage – During daily emergency calls the Fire Marshal or Deputy Fire Marshal can be used with operational personnel to maintain the minimum staffing. Example: a four person shift with the Fire Marshal working and a typical ambulance call occurs – no coverage would be needed;

b. Training – The Fire Marshal or Deputy Fire Marshal may be used toward meeting the minimum staffing in cases where the shift strength is decreased due to personnel attending training;

c. Inability to locate shift coverage – The Fire Marshal or Deputy Fire Marshal may be used toward the minimum manning in cases where no other bargaining unit employee can be located to work a shift or any portion of a shift.

12.18 Order In
When determining which rank to fill a vacancy, management will use Vector Scheduling (Crewsense) to fill a vacancy with an equivalently ranked employee. Every effort will be made to fill with the rank that cause the vacancy creating the need fill. Example: A 4-person shift and a firefighter is on vacation. The Captain submits for a shift of compensatory time. The vacancy is caused by the Captain, thereby the shift would be filled with a Captain. However, if no individual from the grade (firefighter, lieutenant or captain) that created the vacancy volunteers to work the shift, Management has the discretion to offer the shift to other qualified union employees. If the vacancy is not filled in this manner, Management shall have the right to order in either a firefighter, lieutenant or captain to work the shift.

Before the order in can take place the officer in charge must make every effort to obtain coverage voluntarily. In the event that shift coverage cannot be obtained voluntarily then an order in must occur. The mandatory order shall occur via inverse seniority. The process for a mandatory order-in shall be as follows:

• Two lists of employees will be established by rank (officers and firefighters) in inverse seniority (employee with the least amount of seniority first on the list and conversely the most senior member last on the list).
• When an order-in must occur for the specific rank that created the absence, the most junior member on the officer or firefighter list shall be the first ordered in to work
• When a member is ordered in to work, they shall be placed at the back of the list and the next member on the list will be next up to be ordered in
• If the member being ordered is unable to be contacted, then the next person on the list shall be contacted

The following restrictions and modifications apply:

• No more than two officers (captains or lieutenants) shall be on duty at the same time without the prior approval of the Fire Chief.
• The shift maybe split between multiple employees as long as complete coverage of the shift occurs.
• A member who is currently on approved leave (of 10 or more hours) shall not be ordered in. This includes the days leading up to and following an approved leave request. (It is the intent of this restriction not to cancel or interfere with a planned leave event such as vacation time where the employee intends to use normal off duty time as part of a planned absence).

**ARTICLE XIII – UNION ACTIVITIES**

13.1 The Town will not interfere with, restrain or coerce its employees because of membership or activity on behalf of the Union, as defined in this Agreement. The Town will not discriminate with respect to hiring, tenure of employment or any term or condition of employment, as a result of a person’s membership in or legal activity on behalf of the Union. Nor will the Town discourage or attempt to discourage membership in the Union.

13.2 There shall be no Union activity during normal work hours except that which is required in connection with the processing of grievances, and as set forth in Section 13.4, 13.5, and 13.6.

13.3 The Union will have the right to use the Town Fire Station located in White River Junction, Vermont, at reasonable times, without cost, for the purpose of holding meetings. Request for such use will be made to the Chief in advance.
13.4 On duty employees will be permitted to participate in Union meetings as long as such participation does not detract from, or interfere with, the performance of any such employee's duties.

13.5 The Town agrees to allow up to two on duty personnel who are members of the negotiating team to participate in negotiation sessions with the understanding that said personnel will remain available to respond to calls for service during said meetings.

13.6 Rights granted to the Union under this Article Thirteen (13) shall not, in the sole and exclusive judgment of the Town, be disruptive or injurious to the Town of Hartford, its taxpayers and citizens or administration of the Town, nor, in violation of any of the provisions of this Agreement.

**ARTICLE XIV UNION SECURITY**

14.1 All employees who elect to do so, shall be afforded the opportunity to become a members of the Union upon satisfactory completion of their probation period and thus will be obligated to pay the Union regular dues associated with full membership. Those not electing to join the Union shall be required to pay an agency fee established by the Union. The agency fee will not exceed the cost of dues associated with full membership. The Town shall via payroll deduction, collect and forward said fees to the Union on a monthly basis, without liability for employees whose check is not adequate to cover such deductions.

The Union agrees to hold the Town harmless from any claim or liability arising out of the deduction of dues and the payment thereof to the Union under this article.

**ARTICLE XV - MISCELLANEOUS PROVISIONS**

15.1 Employees shall immediately, not later than the end of their shift, report any and all defects of equipment. Such report shall be made on forms supplied by the Town.

15.2 In addition to reports required by law, employees shall be required to report immediately any work connected accident and/or any physical injury sustained within twenty-four (24) hours of any such accident or injury.

15.3 Any agreement reached, which required the expenditure of additional public funds for its implementation, shall not be binding on the Town unless the necessary budget appropriations have been made by the Annual Town Meeting or any special meeting called for such purpose. The Town shall make a good faith effort to secure the funds necessary to implement said Agreement.

15.4 The parties agree not to discriminate on the basis of race, color creed sex, national origin, marital status, or membership in the Union.

15.5 Budget appropriation(s) as used in Section 14.4 shall mean that the Town's fiscal budget has not been substantially reduced, by the Annual Town Meeting, so as to require significant economic modification(s) of the Town total operating budget or any specific wage and/or benefits line item budget submitted to any special district meeting has been defeated.

15.6 When an employee is required to work in a higher classification covered by this Agreement, they shall be compensated with additional pay equal to 5% of their base rate for the actual hours worked in the higher classification in excess of 48 consecutive hours.

15.7 Employees may apply for and will be considered for promotion to positions within the bargaining unit. Whenever possible, and with due consideration to the needs of the Department, the Town shall make every effort to promote to positions within the bargaining unit.
15.8 If such is not otherwise compensated, and if it cannot be scheduled at some other time, the Town will pay the employee for time lost in connection with visits to a physician for job related injuries.

15.9 To ensure the safety of fire fighters operating at an incident and for full time staffing of Station Two, there shall be five (5) employees on duty at all times. For the purpose of this section, an employee is a full time/career employee of the Hartford Fire Department covered under this agreement and meets all minimum requirements for a Firefighter/EMT.

15.10 The Employer shall notify staff electronically the name, job title, and effective date of actions affecting employees as follows:

(a) Appointment of new employees.
(b) Promotions.
(c) Transfers.
(d) Termination.
(e) Authorized leave of absence without pay for one (1) month or more.
(f) Medical leave of absence for one (1) month or more.
(g) All new positions or promotions occurring within the Fire Department shall be posted at the same time as outside advertising.

15.11 Notice of Shift Change – The Town may at any time assign, reassign, etc., personnel to other shifts. In the event of a reassignment of personnel constituting 25% or more of the bargaining unit personnel in any 60 day period, then notice of the pending change will be posted for a period of not less than 60 days prior to the effective date of the change. In the event an emergency staffing need requires personnel movement that violates the parameters of this article, each employee reassigned will be paid at time and one half for their first two shifts after reassignment.

15.12 Line of Duty Death Benefit – In the event that an employee is killed in the line of duty as that term is defined in the Public Safety Officer Benefit Act, the Town will continue health insurance coverage as it existed at the time of the employee’s death to include coverage for the employee’s spouse and minor children for a maximum period of 24 months. Coverage shall cease prior to the 24-month period under the following circumstances (1) for the spouse in the event that the spouse remarries within the 24-month period, and (2) for the children if they cease to be legal dependents as that term is defined by the health insurance plan within that 24-month period.

15.13 Reimbursement of Unearned Benefits – An employee who leaves services with the Town shall reimburse the Town for any unearned or unaccrued benefits that have been advanced to the employee by the Town including sick time or vacation time and shall repay the Town for any funds advanced but not yet contributed by the employee under the 125 programs. Reimbursement is authorized to be made by deduction from the employee’s final paycheck(s).

ARTICLE XVI - TRAINING & EDUCATION

16.1 The Town will fund 100% of the cost for the requirements needed to obtain paramedic certification with the understanding that the Town will determine the total number of paramedics it wishes to employ, and the employees that can seek initial certification each fiscal year.

16.2 The Union and the Town agree that if an employee seeks funding from the Town to cover 100% of the cost for the requirements needed to obtain paramedic certification than the employee must follow the terms and conditions prescribed in Appendix B. Otherwise the employee is eligible for tuition reimbursement as described in Article 16.7.
16.3 Employees seeking initial paramedic certification must achieve certification within twelve (12) months of the conclusion of the course or repay the Town the tuition cost expended. The Town Manager reserves the right to lengthen this twelve (12) month provision.

16.4 The use of Town vehicles, as well as the ability to be absent from duty to attend paramedic training is at the discretion of the Fire Chief.

16.5 Reserved.

16.6 Although no formal training program is available, it is the policy of the Town to provide partial tuition reimbursement for those who are taking work related education courses or who are pursuing degrees in the fire industry (fire sciences, fire administration, fire investigations, etc.) to improve themselves in their work. Therefore, if any employee takes a course or courses which are work related or required “core” courses that are part of a curriculum for a fire industry degree as referenced above and is approved in advance by the Town, at a recognized institution, they will be refunded fifty per cent (50%) of their tuition upon satisfactory completion with a grade of C/70% or better. Electives and non-required courses will not be eligible for tuition assistance. Applications for this benefit shall be taken on a first come, first serve basis as long as sufficient funding is available.

16.7 Employees shall, as a condition of employment, be mandated to attend training programs established by the Chief. The Town will pay the cost of any such training including compensation to any such employee.

16.8 The Town agrees to pay the cost of all fees, training courses and compensation for time worked to any employee whose job related certification requires additional training to maintain certification (i.e. Fire Inspector, Fitness Trainer, Paramedic). The Town reserves the right to determine the number of employees whom they wish to hold such certification. However, once an employee has been selected to hold such certification the Town is obligated to cover the cost of maintaining certification until such time that either the employee elects to forfeit the certification or the Town determines it no longer wishes to offer those services requiring the certification.

16.9 Reserved.

16.9 Once the Town has approved a request for leave for job related training, the Town will not subsequently revoke the leave.

ARTICLE XVII – INSURANCES

17.1 Subject to the provisions herein, the Town agrees to maintain in effect the following health insurance plans for employees covered by this Agreement, so long as they remain on the Town’s payroll:

Health Insurance

The Town will offer employees a Gold Non Standard Rewards HDHP (“Plan”) with an HRA. All covered employees may enroll in the Plan with an HRA which shall be offered as of July 1, 2023. Participation in this Plan and HRA is subject to program guidelines as determined by provider (membership, waiting periods, etc.).

Employees shall make a contribution to the health insurance premium for the coverage they select (one person, two person, adult + child(ren) or family) Premium contributions shall be made through regular paycheck deductions. Effective July 1, 2023 employees shall pay 15% of the premium’s cost for coverage for each year of this Agreement. The HRA shall operate as follows:
The Town shall contribute $1,825 of the employees’ deductible into the single employees’ health reimbursement arrangement account and $3,475 into the two person, adult +child(ren) or family employees’ health reimbursement arrangement (HRA) account on January 1st of each calendar year of this Agreement.

The single employee and the two-person, adult +child(ren) or family is responsible for the remaining amount of the deductible in each calendar year.

The Town shall continue to allow employees to maintain Flexible Spending Accounts (FSA) and Dependent Care Accounts (DCA) to pay for eligible expenses through pre-tax wage deductions consistent with past practice.

If an employee is unable to pay their share of the deductible, the Town agrees that, upon request of the employee and proof of medical expenses, it will advance the employee's share of the deductible and withhold from the employee's paycheck a weekly sum in an amount that allows the remaining balance to be repaid to the Town in equal installments no later than the end of the calendar year. If such advance has not been repaid in full by the time an employee terminates their employment, the town shall deduct the balance due from such employee's final compensation.

It is in both the Town and Union's best interest to reduce the cost of this benefit whenever possible. Therefore, it is by mutual interest that the Town and Union agree to cooperatively seek quality, less costly health care opportunities.

The Town reserves the right to institute “self-insurance”, i.e., substituting comparable plans in place of the stated plans. or if any of the current health care plans are no longer offered, the Town will make available comparable plans offered by the Towns Group Carrier, with the Town continuing to pay the premiums as stated along with any deductibles or co-pays incurred by the employees or their dependents under the new plans that would be different from those they would have paid under the plans outlined above. It is not the intent of this provision to reduce any benefits to the individual employees. The Town may evaluate and design alternative health care programs with the assistance of an employee based committee and it is agreed that the Union shall have representation on said committee. The Town and the Union further agree that should the need arise to consider changing health care insurance carriers then the contract can be opened for discussion by either party for that sole purpose.

17.2 Except as provided herein, the Town will not itself pay the insurance benefits, but will obtain policies or contracts from insurance companies who will administer said benefits.

17.3 Participation in any of the benefits set forth herein shall be subject to eligibility requirements of the respective insurance carrier, and any dispute which arises in this respect shall be between the employee and said carrier.

17.4 The Town agrees to pay the cost to provide the same Health Insurance benefits (including 100% of the premiums for Life Insurance with AD&D benefits) available to all other Town employees.

17.5 Amounts to be paid by employees shall be payroll deducted.

17.6 The Town agrees to continue its current practice of providing employees covered by this agreement access to group dental insurance coverage through Northeast Delta Dental Plan, or its equivalent. The premiums associated with such program shall be shared as follows: Single Plan, 100% paid by Town; for 2 Person and Family Plans, the Town shall pay 90% and the employee shall pay 10% of the monthly premiums. Funded through payroll deductions and subject to program guidelines and/or requirements as determined by provider (membership, etc.).
17.7 If an employee waives health insurance coverage as provided in Sec. 17.1, the Town will pay
the employee $1,000 in lieu of single coverage, $2,750 in lieu of two person coverage, and $3,750 in lieu of
family coverage. This amount shall be paid through payroll. In order to be eligible, the employee must
provide proof of his or her alternate insurance coverage as requested. This provision shall be not effective
unless there are a total of three (3) individuals who elect to waive the health insurance coverage as of
7/1/2007. If three (3) individuals are not achieved, no one will receive the above-mentioned benefit.
This provision is not applicable if the Town employs both spouses.

ARTICLE XVIH – RETIREMENT

18.1 The Town will make available to employees covered by this Agreement a pension and retirement
plan,

Employees hired prior to July 1, 2004 have the following choices for retirement plans;

Option 1: The employee can join the Vermont Municipal Employees Retirement System
(VMERS) Group C plan with all related benefits as established by VMERS. The Town agrees its
contribution to the Plan will be the greater of the required contribution as set forth by VMERS or 8.5% of
an employee’s total compensation. The employee contribution will be 11.25%.

Employees hired on or after July 1, 2004 have the following choices for retirement plans:

Option 1: The employee can join the Vermont Municipal Employees Retirement System
(VMERS) Group C plan with all related benefits as established by VMERS. The Town agrees its
contribution to the Plan will be the greater of the required contribution as set forth by VMERS or 8.5% of
an employee’s total compensation. The employee contribution will be 11.25%.

Option 3: The employee can join the Vermont Municipal Employees Retirement System
(VMERS) Group D plan with all related benefits as established by VMERS. The Town agrees its
contribution will be the greater of the required contribution as set forth by VMERS or 11.1% of an
employee’s total compensation. The employee contribution will be 12.6%. An employee enrolled in the
VMERS Group C Plan who chooses to transfer to the VMERS Group D Plan must notify the Town in
writing by March 1 of the year the employee wishes the change to become effective. The employee will be
required to forfeit their July wage increase; the Plan change becomes effective in that July. Any eligible
employee hired after July 1, 2023 must enroll in the VMERS D Plan.

18.2 The Town agrees to make available a deferred compensation (457) plan that employees can
contribute to in addition to any of the previous discussed options in this Article. The Town agrees to
include a 457 plan approved by the Union as an option for payroll contributions. Participation is any 457
plan is voluntary.

18.3 Upon retirement an employee may continue their health care benefit. For employees hired prior to
July 1, 2004 the Town will contract with the employee, to continue to pay the Town’s share of the premiums
and the employee would continue to pay the employee share. The percentage of premium the Town and the
employee would pay shall be based upon the percentage that the Town and the employee were paying at the
time of the employee’s retirement. The health care benefit will continue until the employee qualifies for a
federal or state health care program; such as Medicare, at which time the Town will pay for the same
percentage for a supplemental program. Retirement for this section will be age 55 and completion of at least
ten (10) years of continuous service to the Town.
18.4 Employees hired on or after July 1, 2004 having a minimum of 20 years of continuous service with the Town of Hartford and who retire at the age of 55 or older shall have their health insurance premiums paid by the town at the time of their retirement (i.e., same coverage as other employees with the same premium splits, etc.) This coverage shall remain in effect until such time as the employee becomes eligible for Medicare and/or has access to comparable coverage through an alternative source. For purposes of this section, comparable health insurance must be evaluated both as to coverage and cost. Comparable coverage will be evaluated as part of the grievance and arbitration provision of this agreement. Comparable cost shall be defined as any health insurance with comparable coverage where the cost is within 5% of the cost to the employee if he had coverage with the Town. In the event a retired employee loses such alternate coverage and wishes to reinstate coverage with the Town, the employee is subject to the same rules of open enrollment period that applies as if the retiree was an employee of the Town and subject to the premiums currently in place for employees at time of re-enrollment.

18.5 In the event that an employee retires and is eligible for retiree health insurance benefits, then their surviving spouse shall be eligible to receive continuing health benefits/coverage under the same terms and conditions until becoming Medicare eligible, remarries, or has comparable coverage provided elsewhere.

18.6 The Town shall also pay for the Medicare supplemental insurance for an eligible retiree and their spouse as described above after becoming Medicare eligible. There shall be no supplemental insurance benefits for the surviving spouse after Medicare eligibility is met.

18.7 Notwithstanding any other provision of this Agreement, employees hired after November 25, 2012, the execution date of the Agreement ending on June 30 2014, and whom subsequently retire, shall not be eligible for health care benefits for their spouse or dependents.

ARTICLE XIX – UNIFORMS

19.1 If any employee is required by the Town to wear a uniform, protective clothing, or any type of protective device as a condition of employment, such uniform, protective clothing or protective device shall be furnished to the employee by the Town. No Town issued uniforms or protective equipment will be worn outside of work without the express permission of the Chief.

19.2 The cost of maintaining the uniform or protective clothing and/or equipment in proper working condition (excluding tailoring, dry cleaning and laundering) shall be paid by the Town. The Town will pay for the cost of the dry cleaning of each employee’s Class A uniform once per year. The determination for the application of this Section shall be made exclusively by the Town Manager.

19.3 The Town will provide and replace the following equipment based upon the judgment of the Chief:

One (1) Pair Bunker Pants
One (1) Turnout Coat
One (1) Pair Boots

One (1) Helmet
One (1) Pair Gloves
One (1) Nomex Hood

The Town will provide a dress uniform and a general-purpose jacket for each employee.

19.4 The Town will provide one duty sweatshirt for each employee on the quartermaster system, but not less than one every other year at the time that other uniform equipment is distributed.

19.5 The Town will provide a pair of station boots to each employee on the quartermaster system. The Chief will issue station boots that meet Departmental standards after input from the Union on the quartermaster system.

19.6 The Town will Department distribute approved T-shirts based on a quartermaster system. Employees may wear alternative uniforms and apparel with prior Department approval. Management may inspect uniforms to determine whether upgrades are needed.
ARTICLE XX - HEALTH & FITNESS

20.1 Employees shall be required to submit to an annual physical by the Town's physician for purposes of determining whether they continue to meet health requirements of the position they hold. For the purposes of this Article, “physically unfit for duty” shall mean that the employee does not meet the Department’s physical fitness requirements for service; “medically unfit for duty” means the employee has a medical condition, other than a mental health condition that renders the employee unfit for duty; “mentally unfit for duty” means the employee has a mental condition rendering the employee unfit for duty.

20.2 Employees shall be given not less than three month’s notice of the date and time for their annual evaluation. The evaluation shall be conducted by a physician chosen by the Town, and all expenses related to the evaluation shall be paid by the Town. An employee unable to attend a scheduled appointment shall be responsible for rescheduling it at the next available opening.

20.3 All employees shall be evaluated for fitness for duty using specific criteria as agreed upon between the Town and the Association. Unless otherwise agreed, employees shall be evaluated for fitness for duty using the criteria set forth in NFPA 1582. The Town shall provide its physician with the standards set forth in NFPA 1582 and shall instruct its physician on the application of these standards in employee evaluations.

20.4 All medical information provided to and evaluated by the Town’s physician shall be considered confidential, and shall not be divulged to anyone without the employee’s written authorization. The Town shall not condition continued employment on an employee’s agreement to release confidential medical information to the Town. Upon completion of an annual employee evaluation, the Town’s physician shall notify the Town and the employee whether the employee is or is not fit for duty in their position.

20.5 An employee who is determined not physically fit for duty by the Town’s physician shall be provided an opportunity to meet with the physician to discuss the evaluation and specifics affecting their fitness for duty. The employee shall be entitled to a second opinion, covered by the employee’s health care plan, as to fitness for duty by their own physician, or a physician of their choice. An employee must request a second opinion not later than two weeks following receipt of their fitness report from the Town’s physician, and the evaluation must be completed not later than 30 days from receipt of the first evaluation.

20.6 If there is a disagreement between the Town and employee’s physicians as to whether the employee is physically fit for duty, the Town and employee, along with the Association, shall agree on a third physician to evaluate the employee. The opinion of the third physician shall be final and binding on the parties.

20.7 An employee who is determined physically unfit for duty shall be placed on light duty, if light duty is available and is suitable for the employee in the circumstances, and assigned to a personal fitness trainer within the Department, who shall work with the employee in developing a fitness plan designed to address the fitness deficiencies and to return the employee to fitness for duty status. Such a plan shall be approved by the employee and their personal physician. An employee who is determined medically unfit for duty shall be placed on light duty, if light duty is available and is suitable for the employee in the circumstances, until the employee is fit for duty, for a period up to six months from the initial evaluation, at which point the employee shall be evaluated for fitness for duty; if the employee is reasonably likely to become fit for duty within the subsequent six months, if light duty is available and is suitable for the employee in the circumstances, until the employee is fit for duty, the employee shall remain on light duty for no longer than six additional months following the initial six month light duty period. An employee who is determined mentally unfit for duty shall be placed on light duty, if light duty is available and is suitable for the employee in the circumstances, until the employee is fit for duty, for a period up to six months from the initial evaluation, at which point the employee shall be evaluated for fitness for duty; if the employee is reasonably likely to become fit for duty within the subsequent six months, the employee shall remain on light duty for no longer than six additional months following the initial six month light duty period.
An employee who has been determined physically unfit for duty may be re-examined for fitness for duty upon their request, or upon request of the Town, within six months of the initial evaluation, and upon a recommendation from the employee's fitness trainer that it appears reasonably likely that the employee has regained fitness for duty.

Employees determined physically not fit for duty shall be reexamined six months following the initial evaluation. Employees who remain unfit for duty, but who are reasonably likely to become fit for duty within the following six months as determined by their physician, shall be entitled to continue his or her fitness program for up to an additional six months.

Employees who were determined physically unfit for duty who fail to regain fitness for duty status after six months or after an additional six months as provided herein, shall be deemed disabled and eligible for disability retirement coverage. If an employee who has been determined medically or mentally unfit for duty has been re-examined for fitness for duty and it appears from the Department's medical professional that it is unlikely the employee will regain fitness for duty as the result of a medical issue or mental injury or condition as defined in Section 20.1, the employee shall be deemed disabled and eligible for disability retirement coverage.

An employee who is retired under this provision based on a failure to regain fitness for duty status shall be eligible for reinstatement of employment in the next available position should they regain fitness for duty status within two years following termination of employment and commencement of disability status. Additionally, an employee who is retired under this provision based on a failure to regain fitness for duty status shall be eligible for employment in other Departments within the Town in which the employee's fitness is not a restriction.

For purposes of this Agreement, the official records shall be those kept at the Town Manager's Office.

Substance Abuse Testing - Substance abuse testing will be administered in conformance with State Law, Title 24.

All employees will participate as a condition of employment in at least 45 minutes of physical fitness training while on duty during the course of each shift. It is understood and accepted that certain mitigating factors such as, multiple emergency calls, training or public education events may not allow for physical fitness activity every shift. However, failure to exercise should be the exception not the rule. Every effort should be made to exercise regularly.

The Department's certified peer fitness trainers will evaluate semi-annually in the months of January and July the individual fitness performance of each employee using either the Gerkin protocol on the treadmill or the FDNY protocol on the stairmill, the handgrip muscle strength evaluation using a hand dynamometer, the leg muscle strength evaluation using the Jackson strength evaluation system, the arm muscle strength evaluation using the Jackson strength evaluation system, push-up evaluation, curl-up evaluation, and the sit & reach protocol to test flexibility. These evaluations can be found in the IAFF/IAFC Joint Labor Management Wellness Fitness Initiative.

Once the baseline fitness performance of all employees has been determined the Department's certified peer fitness trainers will develop an individually tailored fitness program for each employee. The fitness program will address aerobic capacity, muscular strength, endurance, and flexibility.

Fitness evaluations conducted by the certified peer fitness trainers will be considered confidential. However, if an employee refuses to perform the fitness evaluation in good faith, i.e. will not participate at
the fitness trainer’s request, then that employee’s name shall be forwarded to the employees immediate 
supervisor for appropriate action.

20.18 If an employee is injured during, or unable to complete the semi-annual evaluation, it shall be 
recommended to the employee that they see their personal physician as soon as possible in order to 
determine overall health and ability to perform as a firefighter for the Town of Hartford.

20.19 If the Department’s peer fitness trainers recommend that an employee be evaluated by their 
personal physician based upon the results of their fitness evaluation then the Department’s fitness trainer 
shall document and file the recommendation in the employee’s confidential fitness file.

20.20 Peer fitness trainers conducting fitness evaluations will be compensated in accordance with Article 
8.4 of the collective bargaining agreement.

20.21 The Town supports the overall health and wellness of its employees. To this end, the Town will 
reimburse employees up to the equivalent value of an individual membership at the Upper Valley Aquatic 
Center. The employee must provide proof of payment of any gym membership in the employee’s name.

ARTICLE XXI – RESERVED

21.1 Reserved.

21.2 Reserved.

ARTICLE XXI – OUTSIDE DETAILS

22.1 In the event that Department services are needed for any outside detail beyond the scope of those 
normally provided by the on duty personnel then these opportunities shall be posted for a period of five (5) 
days prior to such opportunity. Bargaining unit members shall have this period based upon seniority to sign 
up for such work. Thereafter any member of the Department may sign up for such detail. For the purpose 
of this Article XXII, an outside detail is one where the Town is billing for that service and receiving 
compensation for that service.

22.2 In the event extra personnel are needed to supplement the on duty shift personnel, then members 
of the bargaining unit shall have first opportunity to sign up per the shift coverage policy for a period of up 
to five (5) days. In the event time or circumstances do not allow for the 5-day notice, bargaining unit 
members will be contacted based on seniority for the opportunity. Thereafter any employee of the 
Department, full or part time, may sign up for such detail.

22.3 Compensation for bargaining unit members assigned to each detail in article 22.1 & 22.1 shall be a 
minimum of 3 hours.

ARTICLE XXIII – PROMOTIONS

23.1 Employees are encouraged to and will be considered for promotion to positions within the 
bargaining unit. Whenever possible, and within due consideration to the needs of the Department, the Town 
shall make every effort to promote bargaining unit members to all vacancies.

23.2 All examinations shall be impartial and shall relate to those matters that will test fairly the 
candidate’s ability to discharge the duties of the position.

23.3 Criteria for promotions within the bargaining unit shall be as follows with respect to length of 
service qualifications.
A. Senior Firefighter: Any employee seeking promotion to the rank of Senior Firefighter shall be required to participate in the Senior Firefighter Development Program (the Program) which has been cooperatively developed in the interest of better preparing employees to take on the role and responsibilities of performing duties as a company officer on an as needed basis. The program will be administered by the Deputy Chief of Training & Operation and mentored by the Company Officer where the employee is assigned. Beginning 18 months prior to the completion of the employee’s 3rd year of employment the employee may begin the program. Should the employee fail any portion of the testing process, the employee shall have the opportunity to retest that section with the consent of the Company Officer and Deputy Chief. Upon successful completion of all sections of the Program, and 3 years of employment, the employee shall be promoted to the rank of Senior Firefighter.

B. Fire Lieutenant: 3 years of consecutive career service with the Hartford Fire Department, completion of the senior firefighter program or Fire Officer I; this provision shall not apply if less than 20% of the Department’s Firefighters are ineligible for this promotion.

C. Fire Captain: 2 years of career service at the rank of lieutenant with the Hartford Fire Department, and completion of Lieutenant probationary period.

23.4 Promotional ranking to the position of Fire Lieutenant shall be based on a three part process and consistent with the knowledge and requirements for no greater than the rank considered:

1. Written Exam 30% Passing Grade of 50%
2. Assessment Center 70%
   - Tactical
   - Subordinate Meeting
   - Structured Interview
   - Crew Meeting
3. Seniority Points 1/8 point per year (Max. 3 pts.)

   a. The written exam will be a nationally validated fire service exam, such as the International Personal Management Association.
   b. Topics covered in the assessment center shall be discussed through a committee comprised of the command staff. Details on the assessment center shall be provided with the promotional announcement.

23.5 Promotional ranking to the position of Fire Captain shall be based on a three part process and consistent with the knowledge and requirements for no greater than the rank considered:

1. Career Development 35%
2. Assessment Center 55%
3. Written Assignment 10%

   a. Topics covered in the assessment center shall be discussed through a committee comprised of the command staff. Details on the assessment center shall be provided with the promotional announcement.

23.6 Three sets of the text and reference materials that may be used for studying purposes will be made available to employees at least 60 calendar days prior to the exam. The Town shall also provide a copy of the reading list to all candidates and post with the announcement.
23.7 Announcements for promotional examinations shall be Department sent electronically to all staff 30 calendar days prior to the closing date for applications. Applications received after the closing date will not be accepted.

23.8 All candidates will be notified of their final score and their standing on the promotional list which will remain valid for 2 years from the date of the written test/assignment. The top three candidates will be presented to the Fire Chief for selection. Promotions shall be made from any of the top three candidates.

23.9 An employee promoted shall serve a probation period of 12 months. If during that period the employee fails to perform satisfactorily the duties of the new position, they will be permitted to return to their previous rank and pay grade held before the promotion without loss of seniority.

23.10 As of July 1, 2025, there is hereby created the position of Senior Firefighter, subject to educational, training, and experience requirements as set forth by the Chief.

**ARTICLE XXIII – NOTICES UNDER AGREEMENT**

24.1 Whenever written notice to the Town is provided for in this Agreement, such notice shall be addressed to the Town Manager, c/o Hartford Municipal Building, White River Junction, Vermont 05001. Copies of all notices shall be sent to the Fire Chief.

24.2 Whenever written notice to the Union is provided in this Agreement, such notice shall be addressed to President, Local 2905, 812 V.A. Cutoff Road, White River Junction, Vermont 05001.

**ARTICLE XXIV – FINAL RESOLUTION**

25.1 This Agreement represents the final resolution of all matters in dispute between the parties and shall not be changed or altered unless the change or alteration has been agreed to and evidenced in writing by the parties hereto and made part of this Agreement.

25.2 If any provision of the Agreement, or the application of such provision, should be rendered or declared invalid by any Court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

**ARTICLE XXV - DURATION OF AGREEMENT**

26.1 This Agreement shall remain in effect until midnight of June 30, 2028.

**ARTICLE XXVI – ACKNOWLEDGMENT OF ARBITRATION**

27.1 The undersigned parties to this agreement understand that this agreement contains an agreement to arbitrate. After signing this document, the parties understand that no party will be able to bring a lawsuit concerning any dispute which may arise which is covered by the arbitration agreement, unless it involves a question of constitutional or civil rights. Instead, the parties agree to submit any such dispute to an impartial arbitrator.

**SIGNATURES ON FOLLOWING PAGE**
IN WITNESS WHEREOF, the parties have executed this Agreement on this ___ day of
2023.

TOWN OF HARTFORD, VERMONT

By: Gail Ostrout, Acting Town Manager
By: Scott D. Cooney, Fire Chief
By: Paula Nulty Acting Assistant Town Manager

CAREER FIREFIGHTERS’ ASSOCIATION LOCAL 2905 OF THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

By: Brett Quillia, President
By: William Laliberty, Negotiation Team
By: Christopher Divonne, Team
SIDE LETTER OF AGREEMENT

This Side Letter of Agreement ("Agreement") between the Town of Hartford, Vermont, and the Hartford Career Firefighters’ Association Local 2905 of the International Association of Firefighters (together, the “Parties”), details the Parties’ Agreement as to the acting station officer position.

Firefighters who serve as acting station officer shall receive a five percent shift differential, if serving between July 1, 2023 and June 30, 2025. The Chief may select acting station officers, who shall be firefighters who have served for at least three years, and have successfully completed the lieutenant’s promotional process, but have not been selected for lieutenant. Until July 1, 2025, the only requirement to apply for a lieutenant promotion is three years of consecutive service. Commencing July 1, 2025, after the creation of the senior firefighter position as detailed in Section 23.3 (B) of the Agreement Between the Town of Hartford, Vermont and the Hartford Career Firefighters’ Association Local 2905 of the International Association of Firefighters (“CBA”) “...completion of the senior firefighter program or Fire Officer I; this provision shall not apply if less than 20% of the Department’s Firefighters are ineligible for this promotion.” The station officer shift differential shall cease to exist after June 30, 2025.

All other terms, conditions, and provisions of the CBA remain in full effect.

This Agreement will be effective upon execution and until June 30, 2025.

AGREED TO AND ACCEPTED:

TOWN OF HARTFORD, VERMONT

By: Gail Ostrout, Acting Town Manager
By: Scott D. Cooney, Fire Chief
By: Paula Nulty, Acting Assistant Town Manager

CAREER FIREFIGHTERS’ ASSOCIATION
LOCAL 2905 OF THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

By: Brett Quillia, President
By: William Laliberty, Negotiation Team
By: Christopher Dube, Negotiation Team
SIDE LETTER OF AGREEMENT

This Side Letter of Agreement ("Agreement") between the Town of Hartford, Vermont, and the Hartford Career Firefighters’ Association Local 2905 of the International Association of Firefighters (together, the “Parties”), details the Parties’ Agreement as to the base pay of Captain Shawn Hannux.

Captain Shawn Hannux shall receive a rate of pay raise of $0.12 per hour. This will place Captain Hannux at a Grade 4, Step H, equal to the pay rate of other captains and consistent with the terms of the Agreement Between the Town of Hartford, Vermont and the Hartford Career Firefighters’ Association Local 2905 of the International Association of Firefighters ("CBA"). There is no retroactive pay associated with this Agreement, and the Parties agree that this Agreement has no precedential value.

All other terms, conditions, and provisions of the CBA remain in full effect.

This Agreement will be effective upon execution and until June 30, 2024. Following the terms of this Agreement, Captain Hannux will be eligible for pay raises in accordance with the CBA.

AGREED TO AND ACCEPTED:

TOWN OF HARTFORD, VERMONT

By: Gail Ostrout, Acting Town Manager
By: Scott D. Cooney, Fire Chief
By: Paula Nulty, Acting Assistant Town Manager

CAREER FIREFIGHTERS’ ASSOCIATION LOCAL 2905 OF THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

By: Brett Quillia, President
By: William Lahberty, Negotiation Team
By: Christopher Dube, Negotiation Team