

TENTATIVE AGREEMENT

THE CITY OF DANBURY

and

LOCAL 801

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, AFL-CIO

July 1, ~~2009~~ **2011** through June 30, ~~2011~~ **2015**

ARTICLE 1 - RECOGNITION

- The City hereby recognizes the Union as the exclusive representative and bargaining agent for the bargaining unit, consisting of all uniformed and investigatory positions within the Danbury Fire Department, except those of Chief and ~~Deputy~~ **Assistant Fire Chief**.

ARTICLE 5 - DISCIPLINARY ACTION

- No permanent employee shall be ~~removed, dismissed, discharged, suspended, reduced in rank, or disciplined in any other manner~~, except for just cause. If any employee is disciplined, and in the judgment of such employee, this action is taken by the City without just cause, he may, no later than seven (7) days after the date of such action, appeal in writing to the Mayor to have the action rescinded or to have the severity of the punishment reduced. Within ~~seven (7)~~ **fourteen (14)** days after receiving such appeal, the Mayor or his designee shall arrange to and meet with the Union's Grievance Committee for the purpose of attempting to resolve this dispute. If such employee is dissatisfied with the results of such meeting, the Union may, no later than ten (10) days thereafter, submit such dispute to arbitration by the Connecticut State Board of Mediation and Arbitration. Said Arbitration Board shall have the power to uphold the action of the City or to rescind or modify such action, and such power shall include but shall not be limited to the right to reinstate a suspended or discharged employee with full back pay. Nothing contained herein shall prevent any employee from representing himself in the first and second steps of the grievance process. The Union shall be the exclusive representative for filing for arbitration. The procedure set forth in this Article shall supersede the Civil Service Rules/Regulations of the City.
- **“Discipline” includes written reprimand, suspension, demotion/reduction in rank (temporary or permanent), temporary reduction in rate of pay (but not rank.)**

ARTICLE 6 - GRIEVANCE PROCEDURE

- **Step 1.** If in the judgment of the Grievance Committee of the Union said grievance has merit, the Union shall submit such grievance in writing to the Chief of the Fire Department, setting forth the nature of the grievance. ~~Within five (5),~~ **within twenty (20) calendar days of the date that the employee or the Union knew or reasonably should have known of the event or action giving rise to the grievance.** **Within ten (10) calendar** days after said Chief receives such grievance, he shall arrange to and shall meet with the representatives of the Union, for the purpose of adjusting or resolving such grievance.

ARTICLE 7 - UNION BUSINESS LEAVE

- Section 3. Such Officers and members of the Union, as may be designated by the Union, shall be granted leave from duty with full pay for Union Business, such as attending labor conventions and educational conferences, provided the total leave for the purposes set forth in this section shall not exceed twenty-five (25) working days in any fiscal year, and such days shall not be deducted if the City is not required to replace such Union official on an overtime basis. -
- **Effective with the contract year beginning July 1, 2013, the number of days for Union leave shall not exceed thirty (30) working days.**

ARTICLE 8 - MANPOWER

- Section 1. In order to protect the health and safety of employees in the bargaining unit, there shall be assigned to each engine company a minimum of three (3) employees, including Officers, and there shall be assigned to each truck company a minimum of four (4) employees, including Officers. (For the purpose of this Agreement, the dual truck company shall be considered one truck company.) Two (2) employees shall be on duty at all times on any Rescue apparatus when it responds to or is on call. Two (2) employees shall be on duty at all times as Dispatchers. For purposes of this section, ~~Assistant~~ **Deputy** Chiefs shall be considered as employees. The overall on-duty manpower level shall not be less than twenty-two (22) employees per platoon. Effective on placement of Engine 26 into active service, on or about September 30, 2007, the overall on-duty manpower level shall not be less than twenty-five (25) employees per platoon.
- **NOTE: THROUGHOUT CONTRACT CHANGE ASSISTANT CHIEF TO DEPUTY CHIEF**

ARTICLE 11 - OVERTIME

- **Within sixty (60) days following implementation of this 2011-2015 Agreement, the City and the Union shall discuss revisions to Appendix H, Overtime Hiring Procedures. The Union agrees to give good faith consideration to the concept of moving toward a rotating card or “Rolodex” system (or an electronic equivalent of such system), or other system which will simplify the overtime hiring process.**
- **If there is no agreement on revised Overtime Hiring Procedures at the conclusion of ninety (90) days from the date the parties commence discussions, the dispute shall be submitted to arbitration before a mutually agreed arbitrator. The fees of the neutral arbitrator shall be shared equally by the parties.**
- **Section 8. Members of the bargaining unit hired on overtime as Fire Instructors at the Danbury Fire Training Center for purposes of training the City’s Volunteer Fire Department shall receive a minimum of four (4) hours pay at their regular hourly rate, or by the actual number of hours of such overtime worked.**
- **Members of the bargaining unit hired on overtime as Fire Instructors at the Danbury Fire Training Center for purposes of training those from a department or agency outside of Danbury shall be paid at the rate of one and one-half times the regular hourly rate of a top step Firefighter.**

ARTICLE 12 - ACTING OFFICERS

Section 2. Whenever a Fire Lieutenant is absent from duty on a temporary vacancy from a fire fighting company in a fire station, and his position is not covered by overtime work, the senior Firefighter regularly assigned to and on duty in such fire station during such absence, who is on the current Lieutenant's eligibility list for the promotion to Fire Lieutenant, or if there is not a current list, the last expired list, shall have first option to serve as the Acting Fire Lieutenant. In the event there is no such employee on duty, the senior firefighter on the Platoon who is on duty and is on the current or last expired eligibility list for promotion to Fire Lieutenant shall have the first option to serve as the Acting Fire Lieutenant. In the event there is no such employee on duty, ~~the senior firefighter on the platoon who is eligible to take the Lieutenant's examination shall have the first option to serve as the Acting Lieutenant, and he shall be paid the first step of the Fire Lieutenant's salary range for each tour of duty or majority portion thereof during which he performs such Acting Lieutenant's services~~ **a Lieutenant shall be hired to fill such vacancy, in the event a Lieutenant is not available for such overtime, the junior Lieutenant shall be ordered to fill said vacancy.**

ARTICLE 12 - ACTING OFFICERS Cont'd

- ...Whenever an ~~Assistant~~ **a Deputy** Chief is absent from duty on a temporary basis from a fire fighting platoon and his position is not covered by overtime with the same rank, the Captain on duty shall have the first option to assume the duties of an ~~Assistant~~ **a Deputy** Chief during that period. If a Captain is hired for overtime and an ~~Assistant~~ **a Deputy** Chief's position is open, the Captain hired on the overtime basis shall be designated the ~~Assistant~~ **Deputy** Chief. If ~~neither Lieutenant is available~~ **all Lieutenants on duty refuse** to serve as an Acting Captain, the senior ~~Firefighter regularly assigned who is qualified~~ **Lieutenant on duty shall be ordered** to serve as an ~~Acting Captain~~, shall have the option to be the Acting Captain covering such absence. Whenever any such Fire Lieutenant ~~or Firefighter~~ shall serve as an Acting Captain for each tour of duty or majority portion thereof during which he serves in such capacity, he shall receive the first step of the Fire Captain's salary range. Whenever an ~~Assistant~~ **a Deputy** Chief is absent from duty on a temporary vacancy and his position is not covered by overtime work, the Fire Captain on the same platoon as the ~~Assistant~~ **Deputy** Chief shall have the option to be the Acting ~~Assistant~~ **Deputy** Chief to cover such absence, except if such Captain is also absent from duty, the senior Fire Lieutenant on duty on such platoon shall have first option to be the ~~Assistant~~ **Deputy** Chief to cover such absence. Such Fire Captain or such Fire Lieutenant shall receive the first step of the ~~Assistant~~ **Deputy** Chief salary range for each tour of duty. For purposes of this Article, a temporary vacancy shall include, but shall not be limited to, absences because of sick leave, vacations, military leave, etc.

ARTICLE 12 - ACTING OFFICERS Cont'd

- ~~• When not in a hiring situation, and all Firefighters on a platoon are stationed where the vacancy occurs have refused the Acting Lieutenant position, the position shall be assigned to the qualified Senior Firefighter in the station.~~
- ~~• NOTE: This shall hold true for the positions of Acting Captain, Acting Assistant Chief or Acting Dispatcher.~~

ARTICLE 13 - VACATIONS

- Section 1. **An employee who is on leave of absence without pay, administrative leave with pay, sick leave or injury leave at the start of the calendar year shall not accrue vacation for that year unless and until he/she returns to regular duty or light duty. Upon return to duty, the employee shall receive his/her vacation accrual for the full calendar year, but any unused portion of that accrual at the end of the calendar year may not be carried over and shall not be paid.**
- **An employee who is on leave of absence without pay, administrative leave with pay, sick leave or injury leave at the time of his/her retirement or other separation shall not receive any payment for vacation except such vacation as was earned prior to the commencement of the leave.**

ARTICLE 14 - SICK LEAVE

- Section 5. No employee will be eligible for sick leave during any period in which he is eligible **for** and collecting Workers' Compensation ~~from an employer other than the City of Danbury,~~ **or Heart and Hypertension disability payments from either the City or any other employer.**

ARTICLE 16 - SPECIAL LEAVE

- **E. It shall be the responsibility of the employee instituting the substitution to place such substitution in the SWAP book located in the Captain's Office.**

ARTICLE 18 - UNIFORM ALLOWANCE

- Section 1.
- **A.** Each employee who is appointed to the Fire Department, on or after the approval of this Agreement shall receive a uniform allowance of eight hundred dollars (\$800.00), to be paid ~~at the time of appointment, and in each fiscal year thereafter~~ **in the first full paycheck following the employee's starting work. If the employee leaves his/her employment voluntarily within the first year, the employee shall reimburse the City a prorated amount of said allowance, for the number of months not worked in the year, and such reimbursement shall be taken from the employee's final paychecks(s) from the City.**

In each fiscal year following the first year of employment an employee shall receive a uniform allowance of six hundred fifty dollars (\$650.00), to be paid on or about July 15th of each fiscal year.– Effective July 1, 2012, this uniform allowance shall be seven hundred dollars (\$700.00).

ARTICLE 18 - UNIFORM ALLOWANCE

Cont'd

- **B.** Each Fire Marshal, Deputy Fire Marshal, Fire Inspector, Fire Captain, Dispatcher, EMS Coordinator, Drillmaster, Communications Supervisor, and ~~Assistant~~ **Deputy** Chief shall receive a uniform allowance of eight hundred dollars (\$800.00) to be paid on or about July 15th of each fiscal year. If an employee is promoted after July 15th of any fiscal year to one of the positions described in the preceding sentence, he shall be paid at the time of such promotion the difference between the uniform allowance he received on July 15th of such fiscal year and the uniform allowance provided for such positions in said preceding sentence. **Effective July 1, 2012, this uniform allowance shall be eight-hundred and fifty dollars (\$850.00).**

ARTICLE 18 - UNIFORM ALLOWANCE Cont'd

- Section 2.

⌘ **A.** The City shall provide each employee with his/her own protective clothing and equipment that meet or exceed current NFPA and Danbury Fire Department specifications and standards. Such clothing and equipment shall consist of a ~~New Yorker~~ leather helmet **or a composite helmet (at the employee's option)**, a SCBA face piece (with eyeglasses holder if needed), a bib-style fire hood, night-hitch boots with steel inserts, three-quarter length boots with steel inserts (if needed), **two sets (2) of** a turn-out-coat with radio and cargo pockets, **two sets (2)** night-hitch pants with cargo pockets, night-hitch boots with steel inserts, night-hitch suspenders, structural fire gloves, a portable radio (while on duty), and a Personal Alarm Device (while on duty).

ARTICLE 18 - UNIFORM ALLOWANCE

Cont'd

- ~~• c. The City shall purchase three sets of spare protective gear in each of the last two years of this Agreement (2001-2003), with each set consisting of New Yorker leather helmet, turn-out coat, bunker pants and gloves. This spare~~
- **C. Spare** gear shall be available for use by an employee whose own gear is damaged, contaminated or destroyed while on duty. In addition, the City shall obtain a commitment from the approved vendor of protective gear that such vendor will make every effort to maintain a reasonable inventory of such.
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- Section 3. The City shall also provide the Superintendent of Apparatus **and the Assistant Mechanic** with three (3) sets of mechanic's work uniforms at the start of each fiscal year and shall be responsible for cleaning expenses for same

ARTICLE 19 - INSURANCE

- Section 2. Health Insurance.

- **A. Medical Insurance.**

- **Prior to July 1, 2012, the existing medical plans shall remain in place.**

- **Effective July 1, 2012, the following shall apply:**

- **(1) All eligible employees may enroll in the High Deductible Health Plan (HDHP) with a Health Savings Account (HSA) for the employee and the employee's eligible dependents. Only the HDHP-HAS Plan shall be available to eligible employees.**

- **(2) An employee who is not eligible to enroll in the HDHP-HSA plan either as a matter of law or due to active military service may enroll in the same PPO/OAP Plan as is offered to a majority of City employees who have such plan.**

- ~~a. Medical Insurance. Medical insurance shall be provided to each employee and his/her eligible dependents under a Preferred Provider (PPO) Plan. A summary of the major provisions of the PPO Plan is attached hereto as Appendix F-1. An employee shall have the option to enroll in a Point of Enrollment (POE) Plan in lieu of the PPO Plan. A summary of the major provisions of the POE~~**HDHP-HSA** Plan is attached hereto as Appendix F-2. **A Vision Rider is included.**

ARTICLE 19 – INSURANCE Cont'd

- **The Employer shall fund each eligible employee's HSA in the amount of 75 percent of the deductible in 2012-13, 65 percent in 2013-14, 65 percent in 2014-15 and 60 percent effective June 30, 2015.**
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- **All plans shall conform to the requirements of the Health Care Reform Act, the IRC and any other legal requirements.**
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- B . Dental Plan.
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- Annual deductible **Deductible:** \$25 per individual
- \$75 per family
- Waived for preventive

ARTICLE 19 – INSURANCE Cont'd

- ~~Co-insurance:~~**Insurance:** 100% preventive
- 80% routine
- 50% major

- Maximum: ~~-\$1000~~ **\$1,000** per calendar year

- ~~Orthodontic treatment: \$1000~~ **Orthodontics: 50% to a lifetime per person maximum of \$1,000**

- ~~cC.~~ Cost Sharing.

- ~~(1)~~ **1.** For the PPO/**OAP** Plan, each employee shall pay ~~twelve percent (12%)~~ **who must enroll in the Plan due to ineligibility for the HDHP-HSA Plan shall pay the following share** of the cost of the medical and dental coverage by payroll deduction.
 - **7/1/11 12 percent**
 - **7/1/12 14 percent**
 - **7/1/13 15 percent**

ARTICLE 19 – INSURANCE

Cont'd

- **2. For the HDHP-HSA Plan, each employee shall pay the following share of the cost of the medical coverage by payroll deduction:**
 - **7/1/12 8 percent**
 - **7/1/13 9 percent**
- ~~(2) 3. For **dental coverage**, the POE Plan, each employee shall pay eight percent (8%) of the cost of the medical and dental coverage by payroll deduction **the same cost share as for the HDHP-HSA plan.**~~

ARTICLE 19 – INSURANCE Cont'd

- **Section 5. Retiree Insurance.**

- **A. An employee hired prior to January 1, 2012, who retires in accordance with the Fire Pension Plan shall be permitted to participate in the medical insurance program that is provided to active employees up to the time the retiree reaches age 65 (or such age as established by law for Medicare eligibility). Cost sharing shall be as follows:**
 - **(i) If the employee has 25 or more years of service at the time of retirement, the City shall pay the full cost for any such retiree and his/her spouse and enrolled dependents at the time of retirement.**
 - **(ii) If the employee retires at age 55 with less than 25 years of service, or on a disability pension with less than 25 years of service, the cost sharing shall be based on years of service at the time of retirement as follows:**

<u>Years of Service</u>	<u>City %</u>	<u>Retiree %</u>
• 0 to 9	50%	50%
• 10 to 19	50% plus 3% per year over 10 (max 77%)	balance
• 20 or more, but less than 25	80%	20%

ARTICLE 19 – INSURANCE

Cont'd

- **B. An employee hired on or after January 1, 2012, who retires on a non-disability pension shall be permitted to participate in the medical insurance program that is provided to active employees up to the time the retiree reaches age 65 (or such age as established by law for Medicare eligibility). Provided that the employee has at least twenty (20) years of service at the time of retirement, the City shall pay sixty-five percent (65%) of the cost of participation for the retiree and the retiree’s spouse and enrolled dependents at the time of retirement.**

- **C. An employee hired on or after January 1, 2012, who retires on a disability pension shall be permitted to participate in the medical insurance program that is provided to active employees up to the time the retiree reaches age 65 (or such age as established by law for Medicare eligibility). Cost sharing shall be as follows:**

<u>Years of Service</u>	<u>City %</u>	<u>Retiree %</u>
0 to 5	25%,	75%
6 to 9	40%	60%
10-19	50% plus	balance 1.5% per year (max 63.5%)
20 or more	65%	35%

ARTICLE 19 – INSURANCE

Cont'd

- ~~Section 5. The City shall pay the cost of hospitalization and medical-surgical coverage as defined in this Article for any employee and his enrolled dependents if the employee retires after February 6, 1980 in accordance with the provisions of Section 241 or 14-31 of the Firemen's Pension Fund. In addition, the City shall pay one hundred percent (100%) of the cost of the above mentioned insurance in effect at the time of retirement for any employee and his enrolled dependents if the employee is required to retire as the result of a job incurred injury.~~
- ~~The City shall pay the cost of hospitalization and medical-surgical coverage as defined in this Article for the employee and his enrolled dependents for any employee on a non-service connected disability and who has twenty (20) or more years of service with the City at the time of retirement.~~
- D. The widow/widower of a retiree **who was the spouse of the retiree at the time of retirement** shall continue to receive hospitalization and **be eligible for** medical-surgical **insurance** coverage on the same basis as prior to the retiree's death, until such time as he/she remarries ~~or~~, is eligible to be covered by paid health **medical** insurance from another source, **or reaches age 65 (or such age as established by law for Medicare eligibility).**

ARTICLE 19 – INSURANCE

Cont'd

- **F.** At such time as a retiree, ~~or~~ his/her dependent(s) or a widow/widower becomes eligible for Medicare, the City may substitute Medicare supplemental coverage for the ~~hospitalization and~~ **active employee** ~~medical-surgical~~ coverage. **The present practice shall continue, requiring that any costs associated with Medicare coverage (Parts A and B) be borne solely by the retiree, dependent(s) or widow/widower.**

ARTICLE 20 - PENSIONS

- Section 1. ~~Employee Contributions~~ **Pension Plan for Employees Hired Prior to January 1, 2012.** For employees hired on or before January 1, 2012, except as provided in this Article, the Pre-1967 Firefighters' Pension Plan or the Post-1967 Pension Plan shall apply in accordance with the employee's date of hire.
- Employee contributions to the pension plan shall be **as follows:**
 - (a) prior to 7-1-12, five percent (5%);
 - (b) effective 7-1-12, five and one-half percent (5.5%);
 - (c) effective 7-1-13, six percent (6%).
- **Section 2. Pension Plan for Employees Hired on or After January 1, 2012.** For employees hired on or after January 1, 2012, there shall be a new Pension Plan, known as the Post 2011 Fire Pension Plan. The following shall be the key provisions of such plan:
 - A. Normal retirement shall be at 30 years of service or age 55. An employee who wishes to retire prior to normal retirement may do so provided he/she has at least 25 years of service. The adjustment factor for early retirement shall be six percent (6%) for each year prior to normal retirement.
 - B. Mandatory retirement shall be at age 65.
 - C. FAC shall be defined as the average of the employee's base salary for the three (3) years prior to retirement.
 - D. The pension benefit of a retiree shall be two percent (2%) of final average compensation (FAC) for each year of credited service or portion thereof.

ARTICLE 20 – PENSIONS

Cont'd

- **E. The pension benefit for an employee who is totally and permanently disabled as a result of an injury incurred in the active performance of duty shall be the greater of fifty percent (50%) of FAC or two percent (2%) of FAC for each year of credited service.**
- **The pension benefit for an employee who is totally and permanently disabled from a cause not connected with his duties as a member of the Fire Department shall be two percent (2%) of pay for each year of service and an employee with less than ten years of service has the option to take a return of contributions.**
- **F. The maximum benefit for any retiree shall be sixty percent (60%) of FAC.**
- **G. Employee contributions shall be six percent (6%) of base salary. Upon completion of thirty (30) years of credited pension service, the employee shall no longer be required to make pension contributions.**
- **H. There shall be no automatic post-retirement adjustments to the pension.**

ARTICLE 21 - LEAVE OF ABSENCE WITHOUT PAY

- **Section 2. When on leave of absence without pay, the following conditions shall apply:**
- **A. No pension credits shall accrue, except in the case of military leave as provided in the pension plan.**
- **B. No vacation or other leave time will be earned. There shall be a reduction in vacation days for the year on a pro-rata basis.**
- **C. Seniority will be preserved.**
- **D. Premium payments for medical insurance must be made by the employee.**

ARTICLE 23 - UNION ACTIVITY PROTECTED

- Except for the right to strike and to picket City property, or to withhold services, which are hereby prohibited, all other Union activities are protected. Nothing shall abridge the right of any duly authorized officer and representative of the Union to present the views of the Union to the citizens on issues which affect the welfare of its members. The **City and the** Union shall ~~not contact members of the Common Council. City officials will not deal with the employees or Union members except through duly~~ **deal exclusively with each other's** authorized representatives of the Union **on matters relating to wages hours and other terms and conditions of employment.**

ARTICLE 24 - FIRE WATCH DUTY

- 4. Requested Officer. If a private employer or organization requests that an officer be assigned where there are less than four (4) in the group, the officer shall be paid at the rate of time-and-one-half the regular hourly rate of the top step of his/her rank. **The Department may honor the request of the entity employing fire watch for a specific rank(s) of fire personnel. Requested personnel shall be paid at the rate of time-and-one-half the regular hourly rate of the top step of his/her rank.**
- 5. **In the event a Fire Watch assignment requires that any apparatus be assigned to such duty, the staffing of such apparatus shall be in accordance with Article 8, Section 1 of this Agreement, and the officer shall be paid at the rate of time and one half the regular hourly rate of the top step of his/her rank.**

ARTICLE 25 - PROBATIONARY PERIOD

- To enable the Mayor to exercise sound discretion in the filling of Firefighter positions within the Fire Department, no appointment in such classification in the Fire Department shall be deemed final and ~~permanent~~ **regular** until after the expiration of a probationary period of one (1) year probationary service **following completion of all required recruit training, including completion of training at the Fire Academy. Any occasion of absence in excess of nine (9) working days for sickness, injury or leave without pay shall result in an automatic extension of the probationary period which is equal to the time lost from work.** During the probationary period of any such employee, the Mayor may terminate the employment of such employee, if during this period upon observation and consideration of his/her performance of duty, the ~~Mayor shall deem~~ ~~him/her~~ **Chief recommends to the Mayor that the employee is unfit for** ~~such~~ **final and regular** appointment. Such termination shall not be subject to the grievance procedure.

ARTICLE 27 - WAGES

- Section 1. The ~~wages~~ **wage schedules** for all employees ~~shall be~~ **are** as set forth in Appendix A, ~~hereto.~~ **of this Agreement.**
- Section 2. **When a probationary employee is attending training at the Fire Academy or other outside training program designated by the City, the employee shall work the schedule set by the Academy or training facility and shall be paid their regular weekly pay as a salary, without additions or deductions based on hours of attendance.**
- Section 3. **Effective January 1, 2012, there shall be a new Step 1 on the salary schedule for Firefighter. This step shall be seven and one-half percent (7.5%) below the current Step 1. A newly appointed Firefighter hired on or after January 1, 2012 shall be paid at the new Step 1 for one year following appointment.**
- Section 4. The City shall offer employees the option to have wages and other payments earned deposited directly to a bank or credit union account of the employee's choosing, on the normal pay days for such wages and other payments. **Effective following implementation of this 2011-2015 Agreement, all wages and other payments shall be made by direct deposit.**
- ~~Section 3. Biweekly Pay. The City shall have the right to implement a biweekly payroll. The City shall give the Union and employees at least ninety (90) days notice of the change from weekly to biweekly pay.~~

ARTICLE 28 - MISCELLANEOUS

- **Section 3. Whenever this Agreement or City policy or process requires distribution of information or documents, posting, application or other notice, to the extent practicable such shall be done electronically.**
- **Section 4. There shall be no smoking and no tobacco use in any City buildings or City vehicles.**

ARTICLE 28 – MISCELLANEOUS Cont'd

- **Section 5. Nepotism Policy.**
- **For the purpose of this policy, “family member” means:**
- **(a) any person related by blood or marriage to the employee, including those who are step- or in-law relations;**
- **(b) any person legally adopted by the employee or for whom the employee has assumed guardianship or responsibility for care or supervision.**
- **No employee shall participate in or attempt to influence any employment related decision involving the employee’s family member including but not necessarily limited to: hiring, promotion, assignment or transfer of a family member; any investigation of the family member; evaluation or discipline of a family member.**
- **As a general rule, an employee may not be assigned on a regular basis to the same platoon or work unit as a family member who is his/her direct supervisor. “Regular basis” does not include overtime, special leave or training. Exceptions to the general rule shall be subject to the approval of the Chief, and may occur in the following circumstances:**
- **(a) where the assignment pre-existed the implementation of this 2011-2014 Agreement;**
- **(b) where no other assignment is practicable; or**
- **(c) where the employee has a certification or special skill such that another assignment would not be in the best interest of the Department.**

ARTICLE 28 - MISCELLANEOUS

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- **Section 6. Performance Evaluations.** The performance of all regular employees shall be evaluated annually. Prior to implementing performance evaluations, an evaluation form shall be developed and the City shall provide training to those supervisors who will be responsible for conducting performance evaluations.
- **The following process shall be used to develop and evaluation form:**
- **1. Following implementation of this 2011-2015 Agreement, the City shall provide the Union with a proposed evaluation form.**
- **2. Representatives the City and the Union shall meet and discuss the proposed form and any proposed modifications.**
- **3. If there is no agreement on a form at the conclusion of ninety (90) days from the date the initial form was provided to the Union, the dispute shall be submitted to arbitration through the labor arbitration process with a mutual agreed arbitrator. The fee of the neutral arbitrator shall be shared equally by the parties.**
- **4. The form as determined by mutual agreement of the parties, or if there is no agreement by arbitration, shall be used to evaluate employees.**

ARTICLE 33 - EDUCATION INCENTIVE PAY ~~FOR DEGREE IN FIRE TECHNOLOGY~~

- **Section 1: The City shall provide education incentive pay as provided in Section 2 below, subject to the following:**
- **a. The credits earned are toward a degree in fire technology, fire science, fire administration or a comparable degree, or if the City determines that the credits are reasonably related to improving the individual's ability to serve the City as a Fire Department employee. If the credits are for any purpose other than a degree in fire technology, fire science, fire or public administration, approval of the degree program or other credits must be obtained in advance from the City.**
- **b. The credits are earned at an accredited college or university.**
- **c. The employee receives a grade of C or better in his/her course work.**

ARTICLE 35 - PROMOTIONS

- **Section 4. Promotion to Deputy Fire Marshal.** Effective for any Civil Service promotional examination given on or after January 1, 2012, in order to be eligible to take the examination for Deputy Fire Marshal, an employee must have at least six (6) years of service in a uniformed firefighting position prior to the closing date for applications for the examination.
- An employee who is appointed as a Deputy Fire Marshal must obtain Fire Officer I certification and one additional certification* within twenty-four (24) months of appointment.
- *An “additional certification” may be one of the following: CORE, Haz-Mat Tech, ARFF, AEMT.
- **Section 5. Promotion to Lieutenant, Captain or Deputy Chief.**
- A. Effective for any Civil Service promotional examination given on or after January 1, 2012, an employee seeking promotion to the position of Lieutenant shall be required to have Fire Instructor certification plus one additional certification*, in addition to any requirements stated in the existing job descriptions or Civil Service Rules.
- *An “additional certification” may be one of the following: CORE, Haz-Mat Tech, ARFF, AEMT.
- An appointee to the position of Lieutenant must obtain Fire Officer I certification within twenty-four (24) months of appointment.

ARTICLE 35 – PROMOTIONS

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- **B. Effective with the second Civil Service promotional examination given on or after January 1, 2012, an employee seeking promotion to the positions listed below shall be required to have the requirements listed, in addition to any requirements stated in the existing job descriptions or Civil Service Rules:**
- **Captain: Fire Officer I certification**
- **Deputy Chief: Fire Officer I and II certifications, plus one additional certification* and at least 15 credits toward a fire science, fire technology or fire or public administration degree**
- ***An “additional certification” may be one of the following: CORE, Haz-Mat Tech, ARFF, AEMT.**
- **An appointee to the position of Captain must obtain Fire Officer II certification within twenty-four (24) months of appointment.**

ARTICLE 37 - TRAINING PROGRAM

- Section 2. The City shall make available to each newly promoted employee, a training program for his/her specified rank. **The Chief will advise the Union of the training program(s) being made available.**
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- Section 3. Each employee shall be required to attend ~~one (1) eight (8) hour, or two (2) four (4) hour,~~ mandatory training session(s) ~~per year. Such session(s) shall be reserved for mandated requirements~~ **as required by the Chief.** The training session(s) for each employee shall be scheduled during an employee's regular scheduled day shift. The employee scheduled to attend such training session shall be taken out of service and a replacement employee shall be hired to cover the employee in training. Each employee shall be required to attend the mandatory training. In the event the employee does not attend the employee's mandatory session, the employee shall be required to attend the training during his/her own time, and for such time the employee shall be compensated in accordance with Article 11. Mandated training shall be paid for or provided by the City.
- **Each employee shall be permitted to attend one eight-hour mandatory training session or two (2) four-hour mandatory training sessions per year outside of his/her regular work hours and receive compensation for such in accordance with Article 11.**

~~ARTICLE 38 – PHYSICAL FITNESS PROGRAM~~

- ~~The Union and the City agree to set up a committee to study the development of a physical fitness program for the Department. Such committee shall consist of two (2) Union members and two (2) City members.~~**ARTICLE 39 - HEALTH AND SAFETY**
- Section 1. There shall be a Joint Health and Safety Committee composed of an equal number of City and Union representatives. The Union representation shall be selected by the Union. ~~The committee will develop its goals and objectives and operating procedure.~~

ARTICLE ~~42~~ 41 - DURATION

- Section 1. This Agreement is ~~effective July 1, 2009 through June 30, 2011.~~ **shall be effective on implementation. “Implementation” shall occur as soon as practicable following approval by the Danbury City Council or issuance of an arbitration award. Only those provisions for which a retroactive effective date is specified shall be retroactive.**
- **This Agreement shall expire on June 30, 2015, provided, however, that there shall be no change in the provisions of Article 20, Pensions, prior to July 1, 2017.**

APPENDIX A - WAGES

JULY 1, 2009 TO DECEMBER 31, 2009 JUNE 30, 2012

(1.5 0% Increase)

POSITION(S)	STEP	ANNUAL	WEEKLY	BI-WEEKLY	HOURLY
Firefighter	1	49,900	959.62	1,919.23	22.848
	2	53,643	1,031.60	2,063.19	24.562
	3	56,778	1,091.88	2,183.77	25.997
	4	59,913	1,152.17	2,304.35	27.433
	5	63,050	1,212.50	2,425.00	28.869
	6	66,196	1,273.00	2,546.00	30.310
Lieutenant Dispatcher	1	69,053	1,327.94	2,655.88	31.618
	2	72,034	1,385.27	2,770.54	32.983
	3	75,165	1,445.48	2,890.96	34.416
Assistant Mechanic	1	69,053	1,327.94	2,655.88	33.199
	2	72,034	1,385.27	2,770.54	34.632
	3	75,165	1,445.48	2,890.96	36.137
Captain	1	79,959	1,537.67	3,075.35	36.611
	2	81,826	1,573.58	3,147.15	37.466
Deputy Chief	1	90,666	1,743.58	3,487.15	41.514
Fire Marshal Drillmaster	1	86,941	1,671.94	3,343.88	41.799
	2	90,666	1,743.58	3,487.15	43.589
Deputy Fire Marshal Superintendent of Apparatus	1	79,959	1,537.67	3,075.35	38.442
	2	81,826	1,573.58	3,147.15	39.339
Fire Inspector	1	70,733	1,360.25	2,720.50	34.006
	2	73,709	1,417.48	2,834.96	35.437
	3	76,846	1,477.81	2,955.62	36.945
EMS Coordinator Communications Coordinator	1	81,826	1,573.58	3,147.15	39.339

APPENDIX A – WAGES – Cont'd

~~JANUARY 1, 2010~~

JULY 1, 2012 TO JUNE 30, ~~2010-2013~~

~~(1.5-2.25% Increase)~~

POSITION(S)	STEP	ANNUAL	WEEKLY	BI-WEEKLY	HOURLY
Firefighter	1	51,023	981.21	1,962.42	23.362
	2	54,850	1,054.81	2,109.62	25.114
	3	58,056	1,116.46	2,232.92	26.582
	4	61,261	1,178.10	2,356.19	28.050
	5	64,469	1,239.79	2,479.58	29.519
	6	67,685	1,301.63	2,603.27	30.991
Lieutenant Dispatcher	1	70,607	1,357.83	2,715.65	32.329
	2	73,655	1,416.44	2,832.88	33.725
	3	76,856	1,478.00	2,956.00	35.190
Assistant Mechanic	1	70,607	1,357.83	2,715.65	33.946
	2	73,655	1,416.44	2,832.88	35.411
	3	76,856	1,478.00	2,956.00	36.950
Captain	1	81,758	1,572.27	3,144.54	37.435
	2	83,667	1,608.98	3,217.96	38.309
Deputy Chief	1	92,706	1,782.81	3,565.62	42.448
Fire Marshal Drillmaster	1	88,897	1,709.56	3,419.12	42.739
	2	92,706	1,782.81	3,565.62	44.570
Deputy Fire Marshal Superintendent of Apparatus	1	81,758	1,572.27	3,144.54	39.307
	2	83,667	1,608.98	3,217.96	40.225
Fire Inspector	1	72,324	1,390.85	2,781.69	34.771
	2	75,367	1,449.37	2,898.73	36.234
	3	78,575	1,511.06	3,022.12	37.776
EMS Coordinator Communications Coordinator	1	83,667	1,608.98	3,217.96	40.225

APPENDIX A – WAGES – Cont'd
JULY 1, 2013 TO JUNE 30, 2014
(2.75% Increase)

POSITION(S)	STEP	ANNUAL	WEEKLY	BI-WEEKLY	HOURLY
Firefighter	1	52,426	1,008.19	2,016.38	24.005
	2	56,358	1,083.81	2,167.62	25.805
	3	59,653	1,147.17	2,294.35	27.314
	4	62,946	1,210.50	2,421.00	28.821
	5	66,242	1,273.88	2,547.77	30.331
	6	69,546	1,337.42	2,674.85	31.843
Lieutenant Dispatcher	1	72,549	1,395.17	2,790.35	33.218
	2	75,681	1,455.40	2,910.81	34.652
	3	78,970	1,518.65	3,037.31	36.158
Assistant Mechanic	1	72,549	1,395.17	2,790.35	34.879
	2	75,681	1,455.40	2,910.81	36.385
	3	78,970	1,518.65	3,037.31	37.966
Captain	1	84,006	1,615.50	3,231.00	38.464
	2	85,968	1,653.23	3,306.46	39.363
Deputy Chief	1	95,255	1,831.83	3,663.65	43.615
Fire Marshal Drillmaster	1	91,342	1,756.58	3,513.15	43.914
	2	95,255	1,831.83	3,663.65	45.796
Deputy Fire Marshal Superintendent of Apparatus	1	84,006	1,615.50	3,231.00	40.388
	2	85,968	1,653.23	3,306.46	41.331
Fire Inspector	1	74,313	1,429.10	2,858.19	35.727
	2	77,440	1,489.23	2,978.46	37.231
	3	80,736	1,552.62	3,105.23	38.815
EMS Coordinator Communications Coordinator	1	85,968	1,653.23	3,306.46	41.331

APPENDIX A – WAGES – Cont'd

JULY 1, 2014 TO JUNE 30, 2015

(2.75% Increase)

POSITION(S)	STEP	ANNUAL	WEEKLY	BI-WEEKLY	HOURLY
Firefighter	1	53,868	1,035.92	2,071.85	24.665
	2	57,908	1,113.62	2,227.23	26.515
	3	61,293	1,178.71	2,357.42	28.065
	4	64,677	1,243.79	2,487.58	29.614
	5	68,064	1,308.92	2,617.85	31.165
	6	71,459	1,374.21	2,748.42	32.719
Lieutenant Dispatcher	1	74,544	1,433.54	2,867.08	34.132
	2	77,762	1,495.42	2,990.85	35.605
	3	81,142	1,560.42	3,120.85	37.153
Assistant Mechanic	1	74,544	1,433.54	2,867.08	35.838
	2	77,762	1,495.42	2,990.85	37.386
	3	81,142	1,560.42	3,120.85	39.011
Captain	1	86,316	1,659.92	3,319.85	39.522
	2	88,332	1,698.69	3,397.38	40.445
Deputy Chief	1	97,875	1,882.21	3,764.42	44.815
Fire Marshal Drillmaster	1	93,854	1,804.88	3,609.77	45.122
	2	97,875	1,882.21	3,764.42	47.055
Deputy Fire Marshal Superintendent of Apparatus	1	86,316	1,659.92	3,319.85	41.498
	2	88,332	1,698.69	3,397.38	42.467
Fire Inspector	1	76,357	1,468.40	2,936.81	36.710
	2	79,570	1,530.19	3,060.38	38.255
	3	82,956	1,595.31	3,190.62	39.883
EMS Coordinator Communications Coordinator	1	88,332	1,698.69	3,397.38	42.467

APPENDIX B - SUPERINTENDENT OF FIRE ALARMS

- **The parties agree that the employee who is, as of July 2011, designated as Superintendent of Alarms shall retain that title and related compensation. Upon that employee's resignation or retirement, the Superintendent of Alarms shall be eliminated.**

APPENDIX C - EMTs

- ~~• A. The parties agree that the EMT and EMT-IV certification shall be available to all bargaining unit members. When certified as an EMT-IV the employee may not voluntarily allow his/her certification to expire before the second anniversary date of the certification.~~
- ~~• B. All training for EMT and EMT-IV's shall be paid for by the City. Personnel on duty shall be granted time off to maintain EMT-IV certification; off-duty personnel shall be compensated as per Article 11 of the contract.~~
- **A.** As a condition of employment, each appointee on or after April 22, 1983 must obtain certification as an Emergency Medical Technician and each appointee on or after July 1, 1992 must additionally obtain certification in defibrillation, **prior to the end of his/her probationary period.** Such certification must be maintained for the duration of the employee's service in the Department.
- **All required training for EMT shall be paid for by the City. Personnel on duty shall be granted time off to maintain EMT certification; off-duty personnel shall be compensated as per Article 11 of the contract.**
- **An employee who desires to take CME classes or hours of training which are in addition to the minimum required for recertification shall take such courses on his/her own time and at his/her own expense.**
- **An employee who is required to maintain EMT certification, and whose certification lapses, shall take any required retraining or retesting at the first available opportunity, and shall have a maximum of ninety (90) days to obtain recertification. Failure to be recertified within ninety (90) days may result in termination of employment.**

APPENDIX C - EMTs

Cont'd

- **B. AEMT certification is desirable but is not required as a condition of employment.**
- **An employee who has AEMT certification shall be released from duty or compensated for time spent off duty for the required number of CME classes for recertification.**
- **An employee who is released from duty or paid overtime to obtain AEMT certification or recertification, and who does not take the examination for certification, shall be required to charge the time spent in classes to vacation, to repay any release time or overtime granted by the Department. An employee who takes and does not pass the required examination to obtain certification or recertification shall not be released from duty to retake the class or examination except in extraordinary circumstances as determined in the Chief's discretion.**
- **If an employee allows his/her AEMT certification to lapse, and then desires to be certified again, the City will not pay for the employee's training and will not provide any release from duty or overtime pay for training time or time taking the examination except in extraordinary circumstances as determined in the Chief's discretion.**

APPENDIX C - EMTs

Cont'd

- C. A Fire Marshal or Deputy Fire Marshal may allow his/her certification as an EMT, ~~but not defibrillator certification,~~ to lapse. If a Fire Marshal or Deputy Fire Marshal allows the EMT certification to lapse and thereafter voluntarily returns to the line, the employee shall be responsible to obtain and pay for retraining and re-certification on his/her own time, **at his or her own expense, except in extraordinary circumstances as determined in the Chief's discretion.**
- D. Any employee who maintains EMT certification shall receive an annual payment payable on or about the fifteenth day of July for each fiscal year in which the employee remains available for assignment as an EMT. The annual amount shall be ~~three~~ **four** hundred ~~fifty~~ dollars (~~\$350.00~~ **400.00**).
- Any employee who maintains ~~EMT-IV~~ **AEMT** certification shall receive an annual payment payable on or about the fifteenth day of July for each fiscal year in which the employee remains available for assignment as an ~~EMT-IV~~ **AEMT**. The annual amount shall be eight hundred (~~\$800.00~~). ~~Any employee who has certification in defibrillation, in addition to the above, shall receive an additional fifty dollars (\$50.00) annually~~ **850.00**).
- **The** Incentive paid under this provision shall be prorated on a monthly basis if certification is for less than twelve (12) months in a fiscal year

APPENDIX D - PHYSICAL EXAMINATIONS

- If the examination leads to a referral to a specialist for further evaluation, the charge associated with the referral may be processed through the City sponsored health benefit plans. In the event that a medical expense for the physical examination is not paid or not fully paid by the employee's health benefit plan, the City shall make payment for same, or balance thereon, directly to the health care provider, upon submission of the necessary documentation by the employee to the City's plan administrator. ~~In the event that medical expenses for the physical examination result in an employee's reaching or exceeding the lifetime benefit maximum of \$1,000,000, the City shall make arrangements, either through direct payment or agreement with its insurance carrier/administrator to restore the amount which was charged to medical expenses for the physical examination to the employee's available plan maximum, it being agreed that such expenses are not counted toward the lifetime benefit maximum.~~
- At the employee's option, the respiratory clearance examination may be performed by the employee's physician but not at City expense and not on City time (using the employee's existing health insurance). The employee's physician ~~need only~~ **shall** supply the City and the employee with a certification that states **that (a) the physician administered the respiratory clearance examination and (b) that** the employee is or is not capable of performing fire fighting duties and using a self-contained breathing apparatus in compliance with the OSHA law. ~~If the employee's physician does not conduct the same respiratory clearance examination described in paragraph 1, then the City will not be liable for any errors or negligence made by the employee's physician in certifying that the employee is capable of performing fire fighting duties and using self-contained breathing apparatus.~~

APPENDIX D - PHYSICAL EXAMINATIONS

Cont'd

- If the employee is certified as not capable, ~~an~~ **the respiratory clearance** examination may again be conducted until the employee is certified ~~by the physician~~ as being capable in compliance with Section 1910.134(b)(10) of OSHA. ~~Such~~ **Any** examination **and/or retesting** shall be **performed by a physician selected by the City** at City expense.
- In the event the employee fails the respiratory clearance examination, such employee shall be temporarily ~~assigned to other departmental functions~~ **placed on light duty** until she/he is certified as being capable in compliance with Section 1910.134(b)(10) or until she/he reaches maximum recovery, **but in no event for more than one (1) year.**

APPENDIX E - SUBSTANCE ABUSE TESTING

- SCREENING
 - **Screening tests to detect the presence of drugs or alcohol in a member of the Fire Department who was driving a Department vehicle at the time of an accident shall be administered immediately following the accident in the following circumstances:**
 - **When the accident results in personal injury to any person.**
 - **When any vehicle involved in the accident is damaged to the extent that towing from the scene is required, unless the Chief waives this requirement based on the fact that the damage was minor.**

APPENDIX F -- SUMMARY HDHP PLAN DESIGN

Effective July 1, 2012

SUMMARY HDHP PLAN DESIGN FOR CITY OF DANBURY EMPLOYEES

	HDHP Plan	HDHP Plan
Eligibility	In Network	Out of Network
	Eligible employee, spouse and dependents to age 26	Eligible employee, spouse and dependents to age 26
	HDHP Plan	HDHP Plan
General Provisions	In Network Member Pays	Out of Network Member Pays
Non-compliance Penalties	\$500 per event All inpatient admissions and outpatient hospital services are subject to preadmission/precertification notification, concurrent review and managed care non-compliance penalties	\$500 per event. All inpatient admissions and outpatient hospital services are subject to preadmission/precertification notification, concurrent review and managed care non-compliance penalties
Co-payments	Not applicable	Not applicable
Deductible The amount you pay for any services counts towards both your in-network and out of network deductibles. (Cross accumulation).	\$1,500 per individual per plan year \$3,000 per family per plan year	\$1,500 per individual per plan year \$3,000 per family per plan year
Coinsurance	0% after deductible (Plan pays 100% after deductible)	20% after deductible (80% by Plan and 20% by member)
Out of pocket maximum The amount you pay for any services counts towards both your in-network out-of-network out of pocket maximums. (Cross accumulation).	\$1,500 for individual per plan year \$3,000 for family per plan year	\$3,000 for individual per plan year \$6,000 for family per plan year
Payment Basis	Negotiated fees; no balance billing	300% of MRC

APPENDIX F -- SUMMARY HDHP PLAN DESIGN

Cont'd

Effective July 1, 2012

	HDHP Plan	HDHP Plan
Eligibility	In Network	Out of Network
Inpatient Hospital Services Semi private room (medically necessary private room), physicians and surgeons charges, maternity charges for mother and child, diagnostic and laboratory fees, physical therapy, occupational therapy, drugs, operating room fees, dialysis, etc.	0% after deductible (Plan pays 100% after deductible)	20% (Plan pays 80% of MRC after deductible)
Outpatient Hospital Services Operating and recovery room, surgeons fees, lab and x-ray, Dialysis, radiation and chemotherapy, etc.	0% after deductible (Plan pays 100% of negotiated fee after deductible)	20% (Plan pays 80% of MRC after deductible)
Inpatient Mental Health Services	0% after deductible (Plan pays 100% after deductible)	20% (Plan pays 80% of MRC after deductible)
Inpatient Substance Abuse Services	0% after deductible (Plan pays 100% after deductible)	20% (Plan pays 80 of MRC after deductible)
Outpatient Mental Health and Substance Abuse	0% after deductible (Plan pays 100% after deductible)	20% (Plan pays 80% of MRC after deductible)
Physician services		
Medical Care (clinical indications of illness)	0% after deductible (Plan pays 100% after deductible)	20% (Plan pays 80% of MRC after deductible)
Allergy Care		
Office visits Testing	0% after deductible (Plan pays 100% after deductible)	20% (Plan pays 80% of MRC after deductible)
Injections	0% after deductible (Plan pays 100% after deductible)	20% (Plan pays 80% of MRC after deductible)
Well Child Care (no clinical indications or history)	0% (Plan pays 100%; deductible waived)	20% (Plan pays 80% of MRC after deductible)
Adult Physical Examinations (no clinical indications or history) (includes Hearing Screening)	0% (Plan pays 100%; deductible waived)	20% (Plan pays 80% of MRC after deductible)

APPENDIX F -- SUMMARY HDHP PLAN DESIGN

Cont'd

Effective July 1, 2012

	HDHP Plan	HDHP Plan
Eligibility	In Network	Out of Network
Routine Mammography (no clinical indication or history)	0% (Plan pays 100%; deductible waived)	20% (Plan pays 80% of MRC after deductible)
Vision Screening	Covered in full under vision rider, no deductible, no co-pay	Covered in full under vision rider, no deductible, no co-pay
Routine Gynecological (no clinical indication or history)	0% Plan pays 100%, deductible waived	20% (Plan pays 80% of MRC after deductible)
Maternity Care (Prenatal and Postnatal)	0% after deductible (Plan pays 100% after deductible)	20% (Plan pays 80% of MRC after deductible)
Emergency Care		
Emergency Room Visits	0% after deductible (Plan pays 100% after deductible) No coverage if fail to meet "Prudent Layperson" requirement for emergency care.	0% after deductible (Plan pays 100% after deductible) No coverage if fail to meet "Prudent Layperson" requirement for emergency care
Urgent Care	0% after deductible (Plan pays 100% after deductible for medically necessary care)	0% after in network deductible (Plan pays 100% after deductible for medically necessary care)
Walk-in Care (walk in center or physician's office)	0% after deductible (Plan pays 100% after deductible)	20% (Plan pays 80% of MRC after deductible)
Ambulance	0% after deductible (Plan pays 100% after deductible)	0% after in network deductible
Outpatient Therapy Coverages		
Speech Therapy, Occupational Therapy, Physical Therapy	0% after deductible (Plan pays 100% after deductible) Maximum of 50 visits per plan year (combined in-network and out-of-network)	20% (Plan pays 80% of MRC after deductible) Maximum of 50 visits per plan year (combined in-network and out-of-network)
Chiropractic Services	0% after deductible (Plan pays 100% after deductible) Maximum of 50 visits per plan year (combined in-network and out-of-network)	20% (Plan pays 80% of MRC after deductible) Maximum of 50 visits per plan year (combined in-network and out-of-network)
Labs and X-Rays	0% after deductible (Plan pays 100% after deductible)	20% (Plan pays 80% of MRC after deductible)

APPENDIX F -- SUMMARY HDHP PLAN DESIGN

Cont'd

Effective July 1, 2012

	HDHP Plan	HDHP Plan
Eligibility	In Network	Out of Network
High Cost Diagnostic Testing (MRI, CAT, PET, CT)	0% after deductible (Plan pays 100% after deductible)	20% (Plan pays 80% of MRC after deductible)
Home Health Care	0% after deductible (Plan pays 100% after deductible) Maximum of 200 days per plan year combined in-network and out-of-network)	20% (Plan pays 80% of MRC after deductible) Maximum of 200 days per plan year combined in-network and out-of-network)
Hospice Care	0% after deductible (Plan pays 100% after deductible)	20% (Plan pays 80% of MRC after deductible)
Skilled Nursing Facility	0% after deductible (Plan pays 100% after deductible) Maximum of 120 days per plan year (combined in-network and out-of-network), subject to case management	20% (Plan pays 80% of MRC after deductible) Maximum of 120 days per plan year (combined in-network and out-of-network), subject to case management
Durable Medical Equipment and Prosthesis	0% after deductible (Plan pays 100% after deductible)	20% (Plan pays 80% MRC after deductible)
Vision Rider	Standard allowance of \$200 for frames and lenses	Standard allowance of \$200 for frames and lenses
Prescription Drug Benefits	0% after deductible (Plan pays 100% after deductible)	20% (Plan pays 80% of MRC after deductible)

APPENDIX G - MEMORANDA OF AGREEMENT

- Re: Incident Safety Officer
- A safety officer (not an officer on the working crew) will be assigned to an incident as required by OSHA and in accordance with current operating procedure of the Fire Department. ~~Training will be provided to officers to become certified as Safety Officers.~~ An officer or the training officer shall be the designated Safety Officer at an incident. **
- **The City shall provide training for Incident Safety Officer certification to a Lieutenant, Captain or Deputy Chief who is certified as a Fire Officer I.**

APPENDIX G - MEMORANDA OF AGREEMENT

Cont'd

- ~~Re: Working Fire~~
- ~~The Chief will work with members of the Department to implement an operating procedural change to allow the officer in charge to request a fourth engine if he deems it necessary.~~
- ~~The City agrees to include in its agreement with the chosen ambulance service provider a provision stating that the ambulance service will respond when called to a working fire.~~
- ~~Re: Life Threatening Calls~~
- ~~The City and the Union shall confer on the establishment of a procedure for having firefighters respond to life threatening calls when sufficient manpower is available to do so.~~
- ~~The City shall work toward acquiring a multi purpose emergency response vehicle, with a target date of July 1, 1993. There will be no minimum manning associated with this vehicle; it will be used when manpower is available or an engine is shut down for that purpose.~~
- ~~Re: Training, Defibrillation~~
- ~~Training in operation of defibrillation equipment shall be offered to members of the Department. Training opportunities will commence as soon as the Department has the funds and is able to obtain the equipment. The goal is to have a sufficient number of employees trained so that an EMT-D is available at each engine company. When there is a sufficient number of personnel certified in defibrillation, the Department will deploy such personnel so that one certified employee is scheduled on each engine company per shift (total of four per shift), particularly in the outlying districts. (This is not to be construed as a minimum staffing provision or a requirement to replace an employee who is absent.)~~

APPENDIX G - MEMORANDA OF AGREEMENT

Cont'd

- ~~Re: Permit Center~~
- ~~At the time of the negotiation of the 2000 Agreement, the City planned to have the proposed Permit Center open one evening per week. Article 10, Section 2 reflects this intent. In the event that circumstances change and the City decides that it needs to open the Permit Center for more than one evening per week, the Union agrees to negotiate with the City concerning coverage of the additional hours by Deputy Fire Marshals/Inspectors.~~
- c. All transfer requests must be submitted to the ~~individuals Assistant~~ **individual's Deputy** Chief for review and comment. He/she will then forward the request through the appropriate channels for review by the Chief of the Department for final disposition.

APPENDIX H - OVERTIME HIRING PROCEDURES

- **The procedures set forth below shall remain in effect until an agreement is reached or an arbitration award is issued as provided in Article 11, Section 4 of this Agreement.**