

**AGREEMENT**  
**BETWEEN**  
**THE CITY OF HARTFORD**  
**AND**  
**THE HARTFORD FIRE FIGHTERS ASSOCIATION**



**JULY 1, 2009 THROUGH JUNE 30, 2016**

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**AGREEMENT**  
**BETWEEN**  
**THE CITY OF HARTFORD, CONNECTICUT**  
**AND**  
**THE HARTFORD FIRE FIGHTERS ASSOCIATION**

**PREAMBLE**

The following Agreement effective as of the first day of July 2009, by and between the City of Hartford, Connecticut, (hereinafter referred to as the "City"), and the Hartford Fire Fighters Association, (hereinafter referred to as the "Union"), is recorded in written form to meet the requirements as set forth in Section 7-470 (c) in the Municipal Employee Relations Act of the General Statutes of Connecticut, which requires "the execution of a written contract incorporating any agreement reached if requested by either party...". This Agreement is designed to provide for an equitable and peaceful procedure for the resolution of differences in accordance with the grievance procedure specified herein, in order to maintain and promote a harmonious relationship between the Union and the City and to encourage a more efficient and progressive fire service in the public interest.

**ARTICLE I**  
**RIGHTS AND RECOGNITION**

**Section 1.1 RECOGNITION**

The Mayor recognizes the Hartford Fire Fighters Association as the sole and exclusive bargaining agent for employees in the bargaining unit for the purpose of collective bargaining under the Municipal Employee Relations Act of the State of Connecticut. The Union recognizes the Mayor and/or the Mayor's designated representative or representatives as the sole and exclusive representative of the City of Hartford, Connecticut for the purpose of collective bargaining.

The Union and the Mayor and/or the Mayor's designated representative or representatives agree that they will bargain in good faith with each other on matters of wages, hours of work and other conditions of employment.

The bargaining unit that the Union shall represent consists of all uniformed and investigatory employees of the Hartford Fire Department including skilled trades employees of the Hartford Fire Department, herein referred to as the "Fire Department", and shall consist of Firefighter; Firefighter Special Services; Driver; Fire Prevention Inspector; Fire Lieutenant; Fire Prevention Lieutenant; Fire Lieutenant Training; Fire Lieutenant Special Services; Fire Captain; Fire Prevention Captain; Fire Captain Special Services; Fire Captain Training; Fire Equipment Mechanic; Fire Alarm Communication Technician; Supervisor Fire Alarm Communication

Technology Division; Supervisor Fire Equipment Maintenance Division; Deputy Fire Chief; Superintendent Fire Alarm Communication Technology Division; Superintendent Fire Equipment Maintenance Division; Fire Prevention Chief and Deputy Fire Chief Training.

All classifications within the bargaining unit, with the exception of the entry level positions of Firefighter, Fire Equipment Mechanic and Fire Alarm Communication Technician shall be filled through the promotional competitive examination process. However, assignments to the positions of the Chief's Executive Officer or Aide to the Chief shall continue to be filled as outlined in Article III, Section 3.15 Assignments.

Any class titles and pay ranges that may be established in the future at equivalent organizational and salary levels as those above, shall be subject to negotiations between the parties.

The Union shall represent neither the Fire Chief nor the Assistant Fire Chief(s).

### **Section 1.2 UNION SHOP**

All employees in the bargaining unit shall become and remain members of the Union for the duration of this Agreement to the extent of paying an initiation fee and the dues and assessments uniformly required of all members as a condition of continued employment. Present employees shall have thirty (30) days from the effective date of this Agreement to comply with this Section. New employees shall comply with this Section within thirty (30) days of appointment to a bargaining unit class. Appointment to said class takes place on the date of hire.

In the event the Union shop clause is declared illegal by legislative act or by a tribunal of competent jurisdiction, all employees in the bargaining unit shall either become and remain members of the Union for the duration of this Agreement to the extent of paying an initiation fee and the dues and assessments uniformly required of all members as a condition of continued employment or pay the equivalent of an initiation fee and the equivalent of dues and assessments uniformly required of all employees in the form of a service charge payment to the Union as a condition of continued employment. New employees shall comply with this Section within thirty (30) days of appointment to a bargaining unit class.

The Union agrees to indemnify and hold harmless the City for any loss or damages arising from the operation of this Section.

### **Section 1.3 CHECK OFF**

The City agrees to deduct from the pay of all employees covered by this Agreement, who authorize such deductions from their wages in writing, such membership dues, initiation fees and assessments or their equivalents as may be uniformly assessed by the Union. Such written authorization by the employee for such deductions shall be irrevocable for the duration of this Agreement. When an employee does not have sufficient money due him, after deductions have been made for pension or other deductions required by law, Union dues for such deduction periods shall be deducted in the first dues deduction pay period in which the employee has

sufficient funds due him.

It is also agreed that neither any employee nor the Union shall have any claim against the City for errors in the processing of deductions unless a claim of error is made in writing to the City within sixty (60) calendar days after the date such deductions were or should have been made. It is also agreed that the obligation of the City for funds actually deducted under this Section terminates upon the delivery of the deductions so made to the person authorized to receive such amounts from the City.

The Union agrees to indemnify and hold harmless the City for any loss or damages arising from the operation of this Section, except for City errors in processing of deductions as mentioned above.

#### **Section 1.4 DEDUCTION PERIOD**

Union dues and any initiation fees, assessments or their equivalents shall be deducted on a weekly basis and shall be remitted to the Union together with a list of names of employees from whose wages such deductions have been made not later than the fifteenth (15<sup>th</sup>) day of the month following the month in which the deductions were taken.

#### **Section 1.5 MANAGEMENT RIGHTS**

Except as specifically abridged or modified by any provision of this Agreement, the City will continue to have, whether exercised or not, all of the rights, powers and authority heretofore existing, including but not limited to the following: determine the standards of services to be offered by the Fire Department; determine the standards of selection for employment; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; issue rules and regulations; maintain the efficiency of governmental operations; determine the methods, means and personnel by which the City's operations are to be conducted; establish and revise or discontinue policies, program and procedures to meet changing conditions and to better serve the needs of the public; determine the content of job classifications; exercise complete control and discretion over its organization and the technology of performing its work; and fulfill all of its legal responsibilities.

The above rights, responsibility and prerogatives are inherent in the Court of Common Council and the Mayor by virtue of statutory and charter provisions and cannot be subject to any grievance or arbitration proceeding except as specifically provided for in this Agreement.

#### **Section 1.6 NO STRIKE: NO LOCKOUT**

The Union agrees that it will not call or support any strike, work stoppage, work slowdown or any other action against the City that would impede the proper functioning of the City government at any time. The City agrees that it will not lock out any employee at any time.

**Section 1.7 NO DISCRIMINATION**

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination because of age, sex, marital status, race, color, creed, national origin, political affiliation, residence, Union membership, or other protected classification under federal or state law. Charges of discrimination against bargaining unit members shall be processed in accordance with the normal disciplinary process and any investigation of said charges shall be made by non-bargaining unit personnel and/or the officer in charge of the Special Services Unit. It is understood and agreed that any charges of discrimination against an employee shall be forwarded immediately upon notice to the Union. The charged employee shall be provided with the opportunity to obtain Union representation during any investigation and the City agrees to share all its information concerning the charges with the Union. All references to employees in this Agreement designate both sexes, and whenever the male gender is used, it shall be construed to include male and female employees.

**Section 1.8 DEFINITION**

The term employee shall mean each full-time member of the bargaining unit; provided, however, no probationary employee at the entrance level shall have access to the grievance procedure in case of discharge or suspension, and no probationary employee in any promotional classification shall have access to the grievance procedure in case of demotion. For purposes of this Section, a demotion shall mean the change of any employee from a position in one class within the bargaining unit to a position in another class which has a lower maximum salary rate and which is within the same bargaining unit.

The probationary period for new and/or entry level employees will be three hundred sixty-five (365) consecutive calendar days commencing from date of hire. The probationary period for all positions filled via promotion from within the Fire Department shall be ninety (90) consecutive calendar days from the date of said promotion.

**Section 1.9 EXCLUSIONS**

Part-time, seasonal and temporary employees are excluded from this Agreement.

**Section 1.10 INFORMATION TO EMPLOYEES**

The City will provide the Union with twenty (20) neat and legible photocopies of this Agreement within thirty (30) days after signing of this Agreement and will provide each employee with a neat and legible photocopy of the Agreement as soon as possible. New employees will be provided with a copy of the Agreement at the time of hire. New employees are appointed to a bargaining unit class at the time of hire.

**ARTICLE II  
GRIEVANCE PROCEDURE**

**Section 2.1**

Any grievance or dispute which may arise between the parties concerning the allocation of any position to an established class in the bargaining unit, or concerning the application, meaning or interpretation of this Agreement, unless specifically excluded by the Agreement, shall be settled in the following manner:

**Step 1.** The aggrieved employee who may be represented by a representative of the Union, shall submit the grievance in writing to the Fire Chief within fourteen (14) calendar days of the date on which the grievance or dispute arose. Such written grievance shall include the following:

- a. A statement of the grievance and the facts involved.
- b. The alleged violation of the Agreement.
- c. The remedy requested.

If requested by the employee or the Union representative, or if the Fire Chief so determines, the Fire Chief or the Fire Chief's designated representative, who shall be outside of the bargaining unit, shall meet with the interested parties within fourteen (14) calendar days of the date on which the grievance is received by the Fire Chief for the purpose of attempting to resolve it. The Fire Chief or the Fire Chief's designated representative shall render their decision in writing within twenty-one (21) calendar days from the day the grievance was submitted to the Fire Chief.

**Step 2.** If the grievance is not resolved in Step 1, the employee or Union representative shall present it to the Director of Human Resources within seven (7) calendar days after the decision of the Fire Chief or the Fire Chief's designated representative is received. If requested by the employee or the Union representative, or if the Director of Human Resources so determines, the Director of Human Resources, or the Director of Human Resources' designated representative, who shall be outside the bargaining unit, shall meet with the interested parties including the Fire Chief or at the Fire Chief's discretion, a designated representative of the Fire Chief who shall be outside the bargaining unit, no later than fourteen (14) calendar days after the receipt of the grievance and in any case shall render their decision in writing within twenty-one (21) calendar days of receipt of the grievance.

**Step 3.** If the Union is not satisfied with the decision of the Director of Human Resources or Director of Human Resources' designated representative on such grievance, it shall submit such grievance to arbitration by the Connecticut State Board of Mediation and Arbitration within fourteen (14) calendar days after it receives such decision, and shall simultaneously give written notice to the Director of Human Resources that it has submitted the grievance to arbitration. Said Board shall be limited to the express terms of the Agreement and shall not have the power to modify, amend, or delete any terms or provisions of the Agreement. Said Board may permit the Union to amend its grievance and remedy requested and the City to amend its

response to the grievance upon such terms and conditions as the Board deems just and proper. The decision of said Board shall be final and binding on all parties. In all cases the postmark shall be the controlling factor in determining whether the parties have filed a timely submission or response as set forth in Article II.

Either party may elect to have a particular case, to a maximum of three (3) cases per party per calendar year, heard by the American Arbitration Association in lieu of the State Board of Mediation and Arbitration. The American Arbitration Association shall be limited to the express terms of the Agreement and shall not have the power to modify, amend or delete any terms or provisions of the Agreement. Said American Arbitration Association may permit the Union to amend its grievance and remedy requested and the City to amend its response to the grievance upon such terms and conditions as the American Arbitration Association deems just and proper. The decision of the American Arbitration Association shall be final and binding on all parties. The cost of AAA shall be split equally between the parties.

The parties may mutually agree to expedited arbitration under the Rules of the State Board of Mediation and Arbitration or under rules of the American Arbitration Association.

Failure on the part of the City to comply with the time limitations for any grievance response set forth in Article II will be cause to allow the grievance to be filed at the next step of the grievance procedure.

## **Section 2.2**

Grievances involving discharge, suspension, demotion, and written or oral reprimands, following disposition by the Fire Chief or Assistant Fire Chief who is Acting Fire Chief shall be processed beginning at Step 2 of Section 2.1 and may be submitted thereafter to arbitration in accordance with the provisions of Step 3 of Section 2.1. The arbitrator(s) shall have the power to uphold such disciplinary action or to rescind or reduce such disciplinary action, including the power to make whole a suspended or discharged employee. No employee may be reprimanded, suspended, discharged or demoted except for just cause.

No employee may be reprimanded, suspended, discharged or demoted without a prior hearing at which the affected employee has the right to Union representation. If circumstances are such that a hearing cannot be immediately convened (fire department unable or Union unavailable, etc.), and the Fire Chief or Assistant Fire Chief who is Acting Fire Chief determines that an employee must be relieved from duty immediately, they may suspend the employee with pay and without prejudice until such time as a hearing before the Fire Chief or the Assistant Fire Chief who is the Acting Fire Chief can be convened with the affected employee and if requested, Union representation. Any disciplinary action taken at said hearing shall be prospective.

Conduct of an off-duty bargaining unit employee which is chargeable as a misdemeanor only shall not be cause for discipline. Conduct of an off-duty bargaining unit employee which is chargeable as a felony may be cause for discipline regardless of whether a felony charge is subsequently reduced to a misdemeanor or a lesser charge or is ultimately dismissed. This paragraph shall not prevent the Fire Department from administering discipline in the case of the

transmittal of malicious fire alarms or physical attacks on fellow employees arising out of or during the course of employment. Discipline pursuant to this paragraph shall be subject to the just cause standard set forth in this Section. Personnel related violations regarding promotional examinations shall be deemed to be on duty conduct for purposes of this paragraph.

### **Section 2.3**

Failure of either party to insist upon compliance with any provision of this Agreement at any given time or times under any given set or sets of circumstances shall not operate to waive or modify such provision, or in any manner whatsoever to render it unenforceable, as to any other time or times or as to any other occurrence or occurrences, whether the circumstances are, or are not, the same.

### **Section 2.4**

Nothing in this Agreement is intended to prohibit the City from processing a grievance through the grievance procedure up to and including arbitration. Any such grievance shall be submitted first to the Union President. If not satisfactorily resolved in fourteen (14) calendar days, the City may submit the grievance to the State Board of Mediation and Arbitration or the American Arbitration Association in accordance with the limits set forth in Step 3 of Section 2.1.

Grievances submitted in Steps 1 and 2 of the grievance procedure by the employee or the Union representative and grievances submitted by the City under this Section shall be in writing and on forms approved by the parties in negotiations.

### **Section 2.5**

In order to avoid the necessity of processing numerous grievances at one time on the same subject or event, the Union may file a single grievance at the appropriate step. When this occurs, all other grievances, if any, on the same subject or event shall be held in abeyance, and the Union grievance shall be processed as a precedent. When such grievance is resolved, the parties shall review the other grievances, if any, that were held in abeyance in an effort to resolve them. If any such grievance cannot be settled on the basis of the precedent grievance, it shall be processed in accordance with the grievance procedure, and the established time limitations shall become effective at that time.

Should the City and the Union differ about the application, meaning or interpretation of any provisions of this Agreement, such difference shall be reduced to writing by the Union and filed at the appropriate step and shall be subject to the foregoing grievance procedure. Nothing herein shall diminish the right of employees to submit grievances with or without Union representation.

**ARTICLE III  
PERSONNEL, PAY AND BENEFITS**

**Section 3.1 CLASSIFICATION AND PAY**

The pay rates and pay ranges for job classes in the bargaining unit shall be as prescribed in Appendix A attached. Notwithstanding the above, any bargaining unit member with an effective retirement date between July 1, 2009 and June 23, 2012 will receive in his or her final week of pay only the pay rate for the applicable job class and step as prescribed in Appendix A-2.

Effective July 1, 1997, a Firefighter promoted to Driver, Fire Prevention Inspector, or Firefighter Special Services will be placed at the step below top pay if they have less than five (5) years of service (has not reached top Firefighter pay). One year later, at the promotion anniversary date, the person will be moved to top pay. **Exception:** If the Driver, Fire Prevention Inspector or Firefighter Special Services reaches five (5) years of service before serving one (1) year in the promotional position, they will be placed at the top step at the five (5) years date.

Effective July 1, 1997, and in line with current practice, a Firefighter promoted to Driver, Fire Prevention Inspector, or Firefighter Special Services will be placed at the top step of the new position at the time of promotion if the employee has five (5) or more years of service (has reached top Firefighter pay).

Effective July 1, 1997, a Firefighter, Driver, Fire Prevention Inspector, or Firefighter Special Services promoted to the position of Fire Lieutenant, Fire Prevention Lieutenant, Fire Lieutenant Special Services and Fire Lieutenant Training will be placed at the step below top pay if they have less than five (5) years of service. One (1) year later, at the promotion anniversary date, the Lieutenant will be moved to top pay.

Effective July 1, 1997, and in line with current practice, a Firefighter, Driver, Fire Prevention Inspector, or Firefighter Special Services promoted to the position of Fire Lieutenant, Fire Prevention Lieutenant, Fire Lieutenant Special Services and Fire Lieutenant Training will be placed at one (1) step below top pay if the employee has five (5) or more years of service. One (1) year later, at the promotion anniversary date, the Lieutenant will be moved to top pay.

Effective July 1, 1997, and in line with current practice, a Fire Captain, Fire Prevention Captain, Fire Captain Special Services or Fire Captain Training promoted to the position of Deputy Fire Chief will be placed at two (2) steps below top pay (3<sup>rd</sup> Yr.) for six (6) months and then placed at one (1) step below top pay (3½ Yr.) for twelve (12) months. The Deputy Fire Chief will be moved to top step (4½ Yr.) one and one-half (1½) years from the promotion anniversary date.

**Section 3.2 LONGEVITY PAY**

Effective January 2, 1982, employees in this bargaining unit no longer receive longevity pay.

### **Section 3.3 PERSONNEL**

The City and the Union shall recognize and adhere to all provisions of ordinances, laws, and the Personnel Rules and Regulations which apply to collective bargaining matters and which apply to bargaining unit employees and which are not otherwise superseded by the terms of this Agreement. It is understood and agreed that the City will not reduce unilaterally any such benefits during the term of the Agreement. The administration of any benefits provided under such laws, ordinances, and the Personnel Rules and Regulations shall be subject to the grievance procedure, including arbitration.

### **Section 3.4 PRIOR BENEFITS AND PRACTICES**

Any job benefits or work practices existing prior to the date of this Agreement that were established in written documents issued by duly authorized City agencies or officials and which are not specifically provided for or abridged in this Agreement shall continue in effect. The City shall have the right to make reasonable changes in such job benefits or work practices provided that the City shall discuss any such changes with the Union before such changes are made, and the Union shall have access to the grievance procedure to determine whether such changes are reasonable as required herein.

### **Section 3.5 INSURANCES**

Employees and their dependents who are eligible or who become eligible for insurance coverage under the existing terms and conditions shall be provided the following benefits and coverage:

1. Medical Benefits: The Blue Cross Century Preferred Plan benefits and coverage as outlined in the July 1, 2007 through June 30, 2012 Collective Bargaining Agreement will continue to be provided to employees and their eligible dependents during the month of July 2009. Effective August 1, 2009, the City shall provide benefits and coverage for each employee and each employee's enrolled eligible dependents under the plan identified as Blue Cross Century Preferred Provider Plan (Group Policy Number 675-129), as outlined in Appendix I of this Agreement.
2. Blue Cross Full Service Dental Plan: The City will pay the cost of covering each employee and each employee's enrolled dependents under the Blue Cross Full Service Dental Plan including Dental Riders A, B, C, D with full service paid at one hundred percent (100%) by the carrier with no maximum; with Rider A and B paid at fifty percent (50%) by the carrier with no maximum; with Rider C paid at fifty percent (50%) by the carrier with a \$500 maximum per member per year; with Rider D paid at sixty percent (60%) by the carrier with a \$1,600 per member lifetime maximum, under age nineteen (19) only.
3. Prescription Drug Rider: The City will continue to provide benefits and coverages for each employee and each employee's enrolled eligible dependents under the plan

identified as (Group Policy Number 675-129), as outlined in Appendix I of this Agreement.

4. Group Life Insurance. The City will pay the cost of group life insurance for all employees enrolled in such plan or who thereafter enroll in such plan according to present terms.

5. Coverage. All insurance coverage shall become effective as follows:

For a person employed in the first twenty (20) days of the month, all insurance coverage will become effective on the first of the month following one (1) complete calendar month of service. For a person employed after the twentieth (20<sup>th</sup>) of the month, all insurance coverage will become effective on the first of the month following two (2) complete calendar months of service.

6. Composite Blue Cross. It is understood that the Blue Cross rate structure combines active employee members and eligible pensioner members into a single composite insured group for rate purposes.

7. Survivor's Insurance.

- a. Effective January 1, 2004, the City will allow eligible survivors of a retired employee, who retired on or after January 1, 2004, to purchase the entire health insurance package in effect at the time of said employee's retirement consistent with the provisions of Section 3.5, Paragraph 8.

- b. Survivors and eligible dependents of active employees who die in the line of duty will be provided with the entire health insurance package in effect at the time of said employee's death with the City paying the full cost. This benefit shall be provided until such surviving spouse dies or remarries, and shall be converted at no cost to the survivor, when appropriate, to Blue Cross/Blue Shield over sixty-five benefits, which after conversion shall be provided by the City, at no cost to the survivor. In the case of dependent children, this benefit shall be provided until the dependent child reaches such age as outlined in Connecticut General Statute § 38a-497 or to a minimum age of nineteen (19) or age twenty-four (24) if qualified.

- c. Effective January 1, 2004, the City will allow eligible survivors of an active employee hired before July 1, 2007, who are not covered under Section 3.5, Paragraph 7, Subsection b, to purchase the entire health insurance package in effect on the date of said employee's death under the following conditions:

The City shall provide the surviving spouse, the entire health insurance package in effect at said employee's date of death which shall be converted to Blue Cross/Blue Shield over sixty-five benefits. The surviving spouse shall contribute ten percent (10%) of the equivalent monthly premium rate equal to the family

coverage (as defined in Section 3.5, Paragraph 10). Said contribution shall be fixed upon the date of death at the amount in the fiscal year in which the employee dies and paid by the surviving spouse as long as he/she is covered by the health insurance package. Additionally the surviving spouse may elect to purchase the entire health insurance package in effect at the date of death for other enrolled dependents at the group rate. Said option will be made available to survivors of members who had reached or exceeded their minimum requirement for normal retirement at the time of death.

Effective August 1, 2009, the contribution rate will increase to eleven percent (11%) for a surviving spouse of an active employee hired before July 1, 2007 and whose date of death is on or after August 1, 2009. Such contribution shall be fixed upon the date of death at the amount in the fiscal year in which the employee dies and paid by the surviving spouse as long as he/she is covered by the health insurance package. Additionally the surviving spouse may elect to purchase the entire health insurance package in effect at the date of death for other enrolled dependents at the group rate. Said option will be made available to survivors of members who had reached or exceeded their minimum requirement for normal retirement at the time of death.

- d. The City will allow eligible survivors of an active employee hired on or after July 1, 2007, who are not covered under Section 3.5, Paragraph 7, Subsection b, to purchase the entire health insurance package in effect on the date of said employee's death.

#### 8. Insurance Benefits for Retirees.

- a. For employees hired before July 1, 2007, whose effective date of retirement is between January 1, 2004 and July 31, 2009, and who are age fifty (50) or older at time of retirement or upon reaching age fifty (50) after retirement, the City shall provide the retiree and the retiree's spouse, if the retiree is married at time of retirement, the entire health insurance package in effect at said employee's date of retirement which shall be converted to Blue Cross/Blue Shield over sixty-five benefits. The retiree, or the retiree's survivor, shall contribute ten percent (10%) of the active employee equivalent monthly premium rate for family coverage (as defined in section 3.5, paragraph 10) at the time of retirement. Said contribution shall be fixed upon retirement at the amount in the fiscal year in which the employee retires and paid by the retiree or the retiree's spouse as long as either is covered by the health insurance package. Additionally, each such retiree may elect to purchase through pension deduction the entire health insurance package in effect at their date of retirement for other enrolled dependents at the group rate. For the purposes of this Section, the group rate for other enrolled dependents includes the ten percent (10%) as outlined above plus the difference between the two person rate and the family rate for active employees of the Fire Department.

For employees hired on or before July 1, 2007, whose effective date of retirement is on August 1, 2009, or thereafter, and who are age fifty (50) or older at time of retirement or upon reaching age fifty (50) after retirement, the City shall provide the retiree and the retiree's spouse, if the retiree is married at time of retirement, the entire health insurance package in effect at said employee's date of retirement which shall be converted to Blue Cross/Blue Shield over sixty-five benefits. The retiree, or the retiree's survivor, shall contribute eleven percent (11%) of the active employee equivalent monthly premium rate for family coverage (as defined in section 3.5, paragraph 10) at the time of retirement. Said contribution shall be fixed upon retirement at the amount in the fiscal year in which the employee retires and paid by the retiree or the retiree's spouse as long as either is covered by the health insurance package. Additionally, each such retiree may elect to purchase through pension deduction the entire health insurance package in effect at their date of retirement for other enrolled dependents at the group rate. For the purposes of this Section, the group rate for other enrolled dependents includes the eleven percent (11%) as outlined above plus the difference between the two person rate and the family rate for active employees of the Fire Department.

For employees hired before July 1, 2007, who retire on January 1, 2004, or thereafter, and are under age fifty (50) at the time of retirement, the City shall provide the retiree with the option to purchase, through pension deduction, the entire health insurance package in effect at their date of retirement, including any dependent coverage. If the retiree elects to purchase health insurance coverage, the retiree shall pay the one hundred percent (100%) of the cost of the health insurance package at the group rate, and the City shall contribute one hundred twenty-five dollars (\$125) per month toward the cost of such insurance until said retiree reaches age fifty (50).

- b. For employees hired on or after July 1, 2007 and in lieu of Section 3.5, Paragraph 8, Sub-Paragraph a. above, the City shall create and maintain a qualified Voluntary Employees' Beneficiary Association (VEBA) plan for the sole purpose of providing funding for retiree health insurance benefits. Beginning July 1, 2007, or within ninety (90) days of the employee's date of hire for employees hired within that fiscal year, the City shall deposit for each covered employee two and one-half percent (2.5%) of top step firefighter pay (excluding Holiday Pay, Overtime Pay and Private Duty Job Pay) into said VEBA Plan. Said payments shall be made by the City in four (4) quarterly payments. The City further agrees that for employees disabled from continuing their employment with the Fire Department, the City shall continue to make said quarterly payments for the remainder of the fiscal year. The covered employees shall contribute through payroll deduction the amount of one percent (1%) of top step firefighter pay (excluding Holiday Pay, Overtime Pay and Private Duty Job Pay) on a continuing basis. The cost of creating and maintaining said VEBA Plan shall be the sole responsibility of the City. At the time of retirement, an employee may elect to purchase the entire health insurance package, including coverage for any eligible dependents, in effect at said employee's date of retirement, which shall be converted to Blue Cross/Blue Shield over sixty-five (65) benefits for

the retiree and the retiree's spouse, if the retiree is married at the time of retirement.

- c. Effective with retirements on or after July 1, 2000, the term "Blue Cross/Blue Shield over sixty-five (65) benefits" denotes a Medicare carve out based upon the health insurance benefits in effect at the date of retirement.
9. Whenever reference in this Section is made to Blue Cross, it includes all negotiated Blue Cross Benefits.
10. For the period beginning July 1, 2009 through July 31, 2009, employees shall contribute through payroll deduction ten percent (10%) of the equivalent monthly premium rate which rate is calculated based upon the claims, less the cost of required OSHA physicals as defined in section 3.24, below the \$250,000 pooling point for the unit plus the administrative fee based upon the average fee paid per employee by the City for health benefits for single, two persons or family coverage under the plan. Effective August 1, 2009, employees shall contribute through payroll deduction eleven percent (11%) of the equivalent monthly premium rate as described previously. The amount of the employee contribution per payroll period for health insurance coverage for the period August 1, 2009 through June 30, 2010 shall be nine dollars and thirty-nine cents (\$9.39) for single coverage, nineteen dollars and ninety-one cents (\$19.91) for two-person coverage or twenty-five dollars and ninety four cents (\$25.94) for family coverage. These amounts shall be adjusted on July 1<sup>st</sup> of each fiscal year consistent with the current practice, but in no case, will the employee's annual contribution exceed one hundred and twenty-five percent (125%) of the employee's annual contribution for the preceding fiscal year. The City agrees to provide the Union President annually, prior to any increase in the employee's contribution through payroll deduction, with the schedule of equivalent premium rates.

The equivalent monthly premium rate is the rate calculated based upon the claims, less the cost of required OSHA physicals as defined in Section 3.24, below the \$250,000 pooling point for the unit plus the administrative fee based upon the average fee paid per employee by the City, including the expected incurred claims, minimum premium retention rates and network access fees.

Employees will continue to be provided with the option of making their weekly contribution towards the cost of their health insurance with pre tax earnings pursuant to an IRS 125 plan.

11. An employee who requests and is granted a leave of absence without pay shall be required to pay the entire cost of all insurance premiums for their individual and dependent coverages on a monthly basis.

### **Section 3.6 HEALTH CARE COST CONTAINMENT**

On January 1, 2012, the parties shall initiate a Health Care Cost Containment Committee to examine possible changes to the health insurance plans, including medical, dental and prescription drug coverage, that provide similar benefits and coverages to the present plan at less cost and to the employee premium cost share for such plans. Said committee shall consist of three (3) members appointed by the City and three (3) members appointed by the Union President. The parties agree that an outside consultant will be selected by the Health Care Cost Containment Committee with all associated costs split equally between the parties. Such committee shall issue a majority report on or before July 1, 2012, containing any plan(s) that provide for similar benefits and coverages at less cost than the current PPO coverage. After the report, the City and the Union shall re-open the Collective Bargaining Agreement for the sole purpose of negotiating alternative health insurance plans that provide similar benefits and coverage at a lower cost and the employee premium cost share for such plans. Distribution of any savings resulting from the implementation of said plan shall be a subject of collective bargaining in the aforementioned re-opener. Should impasse arise during the re-opener negotiations, the City and the Union agree to proceed to interest arbitration on the topic of health insurance only.

### **Section 3.7 PENSIONS**

All present retirement and survivor benefits have been put into ordinance form to ensure continuity of benefits and the pension plan and benefits shall remain in effect and are incorporated herein as Appendix E.

### **Section 3.8 DEFERRED COMPENSATION PLAN**

Effective January 1, 1985, the City will offer a deferred compensation plan for members of the bargaining unit. Members of the bargaining unit may voluntarily participate in said plan.

### **Section 3.9 UNIFORMS**

The City will continue to furnish uniforms and replacements under existing practice, which provides for changes upon the mutual agreement of the Fire Chief and Union President. In the event an agreement cannot be reached, either party may submit the dispute to binding arbitration. The City shall continue to furnish all protective clothing, including, but not limited to, helmet, bunker pants and coat, boots, gloves and EMS boots.

The City shall initially furnish each employee with two (2) sets of work uniforms consisting of trousers and shirts and thereafter will replace such items when found necessary upon inspection. All such items furnished by the City shall be the property of the City and shall be worn only when on duty.

The City will furnish one (1) pair of approved safety shoes annually to the Fire Equipment Mechanics and Fire Alarm Communication Technicians.

### **Section 3.10 TRAINING**

The City will establish a driver training program to provide training in driving vehicles and in operation of related equipment. The City also will establish an officer training program. The timing, frequency, course content, and other relevant factors including the assignment and scheduling of personnel will be determined by the Fire Chief.

When funding becomes available, employees assigned to the Tactical Unit(s) and Ladder Companies shall be trained to assume the responsibilities of Hazardous Materials Technicians.

### **Section 3.11 EQUITABLE DISTRIBUTION OF WORK**

The officer in charge shall apportion all house work and details among subordinates as equitably as practicable.

### **Section 3.12 WORK UNDER SHELTER**

Fire Alarm Communication Technicians shall be provided with work under shelter during routine operations in case of inclement weather, except in emergencies when such is not practical.

Weather standards for outside training exercises and/or area surveys for employees of the Fire Suppression Division are hereby established so as not to subject such employees to inclement weather conditions that may be detrimental to their health and safety. Outside training exercises and/or area surveys shall not be conducted when, in the judgment of the company officer, unsafe conditions exist due to rain, snow, sleet, hail, or excessive wind, or when temperatures on the Fahrenheit scale are above ninety degrees (90°) or below forty degrees (40°) inclusive of the wind chill or heat stress indices.

### **Section 3.13 FUNERAL COSTS**

For any employee in active service who dies in the line of duty, the City will pay the surviving spouse the amount required under the Connecticut General Statutes. If there is no surviving spouse, the payment will be made to the person who assumes the responsibility of paying funeral expenses.

### **Section 3.14 RESIDENCE**

There shall be no residence requirement for members of the bargaining unit.

## **Section 3.15 ASSIGNMENTS**

### **Assignments/Details**

There shall be no working out of classification or performing duties not provided for in the employee's respective job specification except as follows:

1. An employee may be assigned to a permanent promotional position or vacancy within their normal division for no longer than six (6) months.
2. An employee may be assigned to a permanent promotional vacancy outside of their normal division for no longer than six (6) months provided that said assignment may be rejected by said employee with no adverse consequences.
3. Deputy Fire Chiefs, Fire Captains and Fire Lieutenants may be assigned to either of the positions of the Chief's Executive Officer or Aide to the Chief provided that said assignment may be rejected by the respective employees with no adverse consequences. Employees assigned to said positions remain in the bargaining unit.
4. At any particular time, the Fire Chief also may temporarily assign no more than eight (8) employees to work outside of the normal classifications in order to further the Fire Department's educational, emergency, or community relations activities, or other Fire Department public policies and functions. Temporary assignments pursuant to this paragraph shall be made at the Fire Chief's discretion from among volunteers, and shall not exceed six (6) months in duration. No such assignment of a specific member of the bargaining unit shall occur more than once during the term of this Agreement, unless no other qualified volunteers are available.

Forty-two (42) hour per week employees who are assigned to forty (40) hour per week schedules under this Section shall suffer no loss of benefits as a result of such assignments.

Forty (40) hour per week employees who are assigned to forty-two (42) hour per week schedules under this Section will receive the forty-two (42) hour per week benefits for the duration of the assignment.

Overtime is to be taken within the assigned division only.

Forty-two (42) hour per week positions and forty (40) hour per week positions are defined in Section 4.1, Paragraph 1 and Paragraph 2 of this Agreement.

### **Tour Commander**

The Fire Chief shall assign one (1) Deputy Fire Chief per tour to perform the functions of Tour Commander, with additional duties as mutually agreed by the City and the Union. An additional compensation of five percent (5%) of the base rate of the class of Deputy Fire Chief shall be paid only during the performance of said assignment. Periods of less than seven (7)

consecutive days shall not effect said compensation.

The following Tour Commander work shall be performed in addition to the Deputy Fire Chief's duties:

1. Oversee all Fire Districts.
2. Maintain communication with District Deputy Fire Chief(s) and other support services.
3. At the Tour Commander's discretion, respond to alarms in other fire districts.
4. Respond to all multiple alarms and other major incidents citywide.
5. Ensure that Deputy Fire Chiefs are enforcing Fire Department and City personnel rules, regulations and directives.
6. Monitor and document all leaves for compliance with established procedures.
7. Act as contact person with the Public Safety Dispatch Center to ensure that all appropriate procedures and codes are adhered to.
8. Coordinate department vacation leaves, in cooperation with Assistant Fire Chief's office.
9. Implement mutual aid requests.
10. Serve as the Fire Department's spokesperson in the absence of the Fire Chief or Assistant Fire Chief(s).
11. Serve as the "nerve center" for all emergencies, staffing and miscellaneous situations which occur during the tour. Have both knowledge of and authority over Fire Department proceedings city-wide.
12. Assignment may be rejected by the respective employee with no adverse consequences.
13. The duties of Tour Commander referenced herein shall not be construed in any forum to be supervisory for the purpose of excluding said position from the bargaining unit.

## Water Rescue Operations Training

The City shall commission a rescue boat and assign the boat to the Fire Department with the following provisions:

1. Assignments to the rescue boat will be made by the Fire Chief from employees in the Fire Suppression Division who possess the requisite status prescribed in Paragraph 2 below. Response to calls for water rescue shall be Fire Suppression Division bargaining unit work.
2. The Fire Department Training Division staff will provide and conduct water rescue operations training bi-annually. The minimum requirements of such training are as outlined below:

### Day 1 Classroom and Pool Session – Four (4) Hours:

- One-hour Swimming Ability Test, which shall consist of a 300-yard swim (crawl, breast and/or sidestroke), 2-minutes treading water and underwater brick retrieval.
- Two-hour pool session consisting of self-rescue blocks, escapes, swimming techniques, victim removal, reaches and c-spine considerations.
- One-hour class lecture on personal water safety, hazards of marine operations, personal protective equipment, self-rescue, boat deployment, boat operations, and shore and boat based rescue techniques.

### Day 2 Practical Session at the Connecticut River – Eight (8) Hours:

- Boat deployment consisting of raft deployment and trailer operations including hitching up trailer, driving with trailer, backing the trailer for deployment and/or storage, placing boat in operation and retrieving boat at the end of operations.
- Boat operations consisting of maintaining and operating of boat, navigating and identifying hazards on the Connecticut River, communications, search patterns and rescue techniques.
- Shore based rescue consisting of rope bags, rope throw, reaches and swinging victim to shore.

It is agreed and understood that anyone who declines to participate in said swimming shall be required to complete all other non-swimming evolutions in water rescue operation training and are subject to such assignment.

It is also agreed and understood that at least two (2) Fire Department Training Division Instructors will provide and conduct the above referenced two (2) day training sessions and that

the Rehabilitation Unit (when available) will be utilized to provide rehabilitation while the practical session is in operation.

Employees shall be allowed to transfer from the Tactical Unit(s) and their associated companies with appropriate notice and with no adverse consequences.

### **Section 3.16 FIRE PREVENTION DIVISION**

The Fire Prevention Division shall consist of the Fire Prevention Chief, Fire Prevention Captains and Fire Prevention Lieutenants. The current classification of Fire Prevention Inspector shall be eliminated by attrition of the current incumbents, and therefore, the work of the Fire Prevention Inspectors shall be upgraded to the classification of Fire Prevention Lieutenant.

### **Section 3.17 FIRE ALARM COMMUNICATION TECHNOLOGY DIVISION**

The City may assign employees of the Fire Alarm Communication Technology Division to work out of other City departments. Employees so assigned will continue to perform the normal duties of their job class, and said assignment constitutes no more than a change of location for reporting to work. Employees so assigned will remain members of the bargaining unit, and they will continue to retain all the rights, privileges and benefits afforded to paid uniformed members of the Fire Department under this Agreement and all applicable laws. Assignments of non-supervisory employees will be made first from among volunteers in order of seniority within job classification, and thereafter, if necessary, by involuntary assignment in reverse order of seniority within job classification.

The City will execute a side letter agreeing not to utilize the fact that employees in the Fire Alarm Communication Technology Division are working out of another City department in the context of any dispute which may arise over whether alarm and signal work constitutes bargaining unit work.

### **Section 3.18 COLLEGE INCENTIVE PAY**

Employees who have successfully completed sixty (60) credits but less than one hundred twenty (120) credits from colleges or universities accredited by the following Regional Associations: Middle States Association of Colleges and Schools; New England Association of Schools and Colleges; North Central Association of Colleges and Schools; Northwest Association of Colleges and Schools; Southern Association of Colleges and Schools; and Western Association of Schools and Colleges, shall receive two and one-half percent (2.5%) of the base rate of their salary range on a continuing basis. Employees who have successfully completed at least one hundred twenty (120) credits from colleges or universities, accredited by the above-referenced Regional Agencies, shall receive five percent (5%) of the base rate of their salary range on a continuing basis.

Employees who successfully complete sufficient credits to qualify for the college incentive pay shall submit official transcripts to the Office of the Fire Chief, and the college incentive pay shall be effective the pay period immediately following the submission and

approval of such transcripts. For purposes of this Section, "successfully complete" means that an employee has received a passing grade for any credits taken.

### **Section 3.19 LAYOFF**

For purposes of this Section, seniority shall mean length of continuous employment within a particular job classification in the Fire Department.

Seniority shall not be broken by vacation leave, sick leave, layoff, suspension, approved leave of absence, or any call to military service.

If an employee resigns voluntarily, is discharged for just cause, or takes a leave of absence without pay for the purpose of working at another occupation, he/she shall lose all seniority.

1. Where a staff reduction is necessary within a particular classification, the member with the least seniority in the job classification shall be the first laid off. Such member may exercise their seniority in the next lower classification that they held. The same procedure shall be followed through each classification until the Firefighter classification is reached. Therein, the first person laid off shall be the individual with the least department-wide seniority.
2. An employee laid off from a particular classification shall have the right of recall within that classification by seniority for two (2) years following layoff; provided, they are able to perform the duties of the job. The City will give two (2) weeks notice to the employee at their last known address regarding the vacancy in said classification and the employee must make known their desire to return to that classification within one (1) week of notification. Recall rights may be extended for an additional year by mutual agreement between the City and the Union.

### **Section 3.20 FIRE APPARATUS DRIVER'S LICENSE**

Employees hired on or after July 22, 1985, will be required to secure by the end of their initial Fire Department Academy recruit training period and maintain for the duration of employment within the Fire Suppression Division, a State of Connecticut Motor Vehicle Operator's License with a "Q" restriction or its equivalent. The Fire Department is responsible to provide the training and vehicles for testing purposes. Said training is to take place when employees are on duty during their initial Fire Department Academy recruit training period.

Loss of Connecticut Motor Vehicle Operator's License shall not constitute cause of dismissal or any form of discipline against any employee. An employee who is classified as a Driver or a Deputy Chief's Aide and loses their Connecticut Motor Vehicle Operator's License shall be temporarily reassigned to the classification of Firefighter, at the maximum of the Firefighter's salary range, until such license is restored. Employees shall not allow said license to lapse.

### **Section 3.21 COMPANY PERSONNEL LEVELS**

The Fire Chief may assign as many Fire Suppression employees to companies as the Fire Chief deems necessary in a manner consistent with past practice, provided no less than four (4) Fire Suppression employees are assigned per company and on duty at any given time.

Fire Suppression employees will be assigned and on duty in accordance with the requirements of this Section 3.20 at no less than seventeen (17) companies throughout the City at all times. The seventeen (17) companies shall consist of eleven (11) engine companies, five (5) ladder companies, and one (1) tactical unit. No engine company, ladder company or tactical unit shall be used in another capacity. If it becomes necessary to operate with more than eleven (11) engine companies, five (5) ladder companies or one (1) tactical unit, an additional company or companies shall be activated for such purpose.

There shall be two (2) fire districts in the Fire Department known as Fire District 1 and Fire District 2. In each of the two fire districts, the positions of Deputy Fire Chief and Deputy Fire Chief's Aide shall be staffed at all times.

It shall be within the Fire Chief's discretion to assign on duty fire suppression personnel to more than seventeen (17) companies, provided, however, when more than seventeen (17) companies are functioning, the personnel level requirements set forth in this Section 3.21 shall likewise be applicable to said additional companies. Personnel affected by a decision to take one or more of the additional companies out of service shall be notified by the Tour Commander and assigned to another company in a timely manner. Employees assigned to ladder companies shall not perform ventilation or rescue operations at a fire scene until such time as at least one (1) engine company is operational on the fire ground.

The City shall be allowed reasonable time to fill unexpected vacancies (i.e., the time it takes to detail on-duty personnel or call in overtime personnel), provided, however, no company shall be required or allowed to respond with less than four (4) persons.

### **Section 3.22 FIRST RESPONDER**

Any employee hired before July 1, 2000 who did not successfully complete Medical Response Technician (MRT) training will be exempted from this requirement. All employees hired on or after July 1, 2000 shall be required to successfully complete MRT training prior to completion of their initial Fire Department Academy recruit training period. All employees who currently have MRT Certification and all new employees will be required to maintain such certification for the duration of their employment.

The City may institute EMS transport service; however, the impact of said decision to institute EMS transport services shall be negotiated by the City and the Union prior to implementation.

**Section 3.23 ACTIVE MEMBERSHIP IN OTHER FIRE DEPARTMENTS**

Effective June 30, 2008, for the purposes of health and safety, members of the bargaining unit shall be prohibited from responding to fire department calls as an active member of another paid or volunteer fire department while employed for active duty with the Fire Department. Violation of this provision shall subject said employee to discipline.

**Section 3.24 OSHA PHYSICALS**

OSHA physicals shall be administered to all members in conformance with the Blue Cross/Blue Shield wellness schedule. The physical exam shall consist of the following system review:

Bones/Joints	Breasts	Cardio-Respiratory
Ears	Eyes	Extremities
Gastro-Intestinal	Genito-Urinary	Habits
Hematological	Lymphatic	Mouth
Neck	Neuromuscular	Nose
Psychiatric	Reproductive	Skin
Throat		

These reviews shall be performed in a frequency consistent with the Society of Internal Medicine's recommendations.

These physicals shall be performed by the employees' in network physician under the medical plan provided; however, all employee cost shares shall be one-hundred percent (100%) reimbursed by the City.

**ARTICLE IV  
HOURS AND OVERTIME**

**Section 4.1 HOURS OF WORK**

1. The work week of employees who regularly perform Fire Suppression duties shall be an average of forty-two (42) hours.

Said forty-two (42) hour week shall consist of an average of not more than forty-two (42) hours per week computed over a period of one (1) year, and shall be based on a schedule of a twenty-four (24) hour tour followed by three consecutive (3) days off, followed by a twenty-four (24) hour tour, followed by three (3) consecutive days off, and so on. Each twenty-four (24) hour tour shall be comprised of a ten (10) hour day shift followed by a consecutive fourteen (14) hour night shift.

2. The work week of all employees who do not regularly perform Fire Suppression duties, shall be forty (40) hours per week based on four (4) ten (10) hour shifts scheduled from Monday through Friday of each calendar week.

3. Each employee who does not regularly perform Fire Suppression duties and is required to perform standby duties shall receive an additional six dollars (\$6.00) per day for each weekday and seven dollars and fifty cents (\$7.50) per day for each Saturday, Sunday or holiday on which they perform such duties.
4. An employee may be required to attend meetings, such as staff meetings, when an employee is not on duty. When employees are required to attend staff or other such meetings when otherwise scheduled to be off duty, they shall be compensated in accordance with the call-in or overtime provisions of the Agreement.

#### **Section 4.2 OVERTIME**

1. Each employee shall be paid overtime for all work performed in excess of their regular work week or work schedule, established in accordance with and by Section 4.1. Overtime shall be paid to an employee for an appearance as a witness notwithstanding Public Act 889 which provides an employee a sum equal to their Fire Department compensation.
2. The overtime pay rate of the following class of employees shall be computed on the basis of one and one-half (1.5) times their regular hourly rate: Fire Equipment Mechanic and Fire Alarm Communication Technician.
3. The overtime pay rate of the following class of employees shall be computed on the basis of their regular hourly rate: Firefighter, Firefighter Special Services, Driver, Deputy Chief's Aide, Fire Prevention Inspector, Fire Lieutenant; Fire Prevention Lieutenant; Fire Lieutenant Training, Fire Lieutenant Special Services, Fire Captain, Fire Prevention Captain, Fire Captain Special Services, Fire Captain Training, Supervisor Fire Alarm Communication Technology Division, Supervisor Fire Equipment Maintenance Division, Superintendent Fire Alarm Communication Technology Division, Superintendent Fire Equipment Maintenance Division, Deputy Fire Chief, Deputy Fire Chief Training, and Fire Prevention Chief. Effective July 1, 2007, the above listed classes of employees will receive an additional five percent (5%) of the employee's current step of the salary range for the employee's classification on a continuing weekly basis as additional compensation in lieu of premium overtime pay.

Fire Lieutenants and Fire Captains shall be allowed to work overtime in the normal rotation in the capacity of a company officer. Deputy Fire Chiefs shall be allowed to work overtime in the normal rotation but only within vacancies in their classification.

For purposes of applicable federal law and this Paragraph 3, an employee's work period shall be twenty-eight (28) consecutive days. An employee who works more than two-hundred twelve (212) work hours (work hours are defined as hours actually worked by an employee and exclude all contractual leaves taken by the employee) in

a work period shall receive overtime pay for those hours of work in excess of two-hundred twelve (212) work hours at an overtime pay rate computed on the basis of one and one-half (1.5) times their regular hourly rate.

4. When an employee performs overtime work that is compensable under this Agreement, and which overtime is not annexed consecutively to one end or the other of such employee's work day, they shall receive three (3) hours of overtime pay or overtime pay for the actual number of hours of such work, whichever is greater.
5. Employees called for overtime shall report promptly unless excused.
6. Overtime for vacancy coverage shall be equally and impartially distributed as practicable among qualified employees in each division and job classification who ordinarily perform such work in the normal course of their work week. Employees who are excused from such overtime shall be charged with overtime for purposes of equalizing and distribution.
7. Employees who use sick leave in accordance with Article V, Section 5.3 or convenience leave in accordance with Article V, Section 5.5 of this Agreement will be ineligible to work overtime in normal rotation for seven (7) consecutive calendar days following their last day charged to sick leave or convenience leave. For purposes of the overtime rotation the employee will be recorded as having declined overtime, provided, such overtime would have actually been available.

#### **Section 4.3 EXCHANGE OF WORK TIME**

1. Employees will be allowed to work in place of other employees of the same class without an adjustment in the pay.
2. All applications for an exchange of working time must be made on a mutually agreeable basis.
3. All such requests must be submitted in writing on the proper form, in duplicate if in-house or triplicate if inter-house, through the Company Officer to the Fire Chief within a reasonable time prior to the actual day of exchange.
4. The request form shall be signed by the person requesting the exchange, the person with whom the change is to be made and by the Company Officer.
5. A maximum of three (3) work tours per month will be permitted to be exchanged. No employee can have more than three (3) work tour exchanges outstanding at any time.
6. Failure or refusal to repay exchanged time will eliminate the offending employee from future consideration for exchanged time.

7. Exchange of time will be permitted where either employee must work two (2) consecutive tours; but in no case can such exchange result in an employee working more than two (2) consecutive tours.
8. Exchange of time will be permitted only for reasonable cause.
9. The enforcement of the above provisions will be the responsibility of the Fire Chief or the Fire Chief's designated representative. The employee who agrees to work for another employee under this Section shall have the sole responsibility for reporting to work.

#### **Section 4.4 PRIVATE JOBS (PJS)**

Private jobs (PJs) are defined as fire protection duty provided by employees at certain public events or assemblies held within the City. Such events or assemblies may include duty at the XL Center, Connecticut Convention Center, Connecticut Expo Center, Bushnell Memorial Hall, Hartford Stage Company and neighborhood and ethnic festivals. On duty employees will not be used to perform private jobs.

Assignments to work private jobs, which may be rejected by an employee with no adverse consequences, shall be equally and impartially distributed among employees in the Fire Suppression and Fire Prevention Divisions (inclusive of all ranks). In order to effectuate this distribution of private job work, it is understood that no more than one (1) Fire Prevention Division employee may be assigned to any one (1) event or series of simultaneous events occurring within one (1) building (e.g., the XL Center Complex) provided, however, this rule shall not preclude the assignment of one (1) additional Fire Prevention Division employee to events involving pyrotechnic displays. In case of other events of extraordinary hazard, one (1) additional Fire Prevention Division employee may be assigned, provided, it is mutually agreed upon by the Fire Chief and the Union President.

The private job's hourly rate of pay shall be computed by dividing the employee's regular weekly pay by forty (40) hours. Private jobs shall be paid by multiplying the employee's private job hourly rate times one and one-half (1.5) for the first three (3) hours. Each hour after three (3) shall be paid at the employee's private job hourly rate. All hours worked in excess of eight (8) hours shall be paid at one and one-half (1.5) times the employee's private job hourly rate. Employees who report to duty for said private jobs shall be paid for the hours actually worked or a minimum of three (3) hours, whichever is greater.

Employees who reject private jobs or who are assigned to a private job and fail to report and complete such job without good cause shown shall be deemed to have worked such private jobs for equalization purposes. An employee who fails to complete an assigned private job without good cause shown shall be denied their next succeeding assignment to private job in their normal rotation, and may also be subject to discipline. Only employees who have completed their initial probationary period or who are fully oriented to the facility and/or location of the private duty will be assigned to such private duty jobs.

Employee's who are scheduled to work a private job, may not accept an overtime assignment that would prevent or interfere with completion of the private job assignment. Employee's who must refuse an overtime assignment because of a scheduled private job assignment shall be placed at the top of the respective overtime rotation list.

**ARTICLE V  
HOLIDAYS AND LEAVE**

**Section 5.1 HOLIDAYS**

The following days are paid holidays for employees in the bargaining unit:

Independence Day  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Christmas Day  
New Year's Day  
Lincoln's Birthday  
Washington's Birthday  
Good Friday  
Memorial Day  
Martin Luther King Day

1. **Forty-Two (42) Hour Per Week Employees:** Each employee who regularly performs Fire Suppression duties shall receive twelve (12) hours of holiday pay for each of the above listed holidays on which they are scheduled to work or are scheduled to be off duty. Such holiday pay shall be computed at the employee's regular rate of pay.

2. **Forty (40) Hour Per Week Employees:** Each employee who does not regularly perform Fire Suppression duties shall receive a shift off with pay on each of the above listed holidays, except under the following conditions:

- If a holiday falls on a Saturday, the employee shall receive a shift off with pay on the Friday before such holiday; and if a holiday falls on a Sunday, the employee shall receive a shift off with pay on the following Monday.
- If the holiday falls on the employee's regular leave day off, the employee will earn one (1) shift of holiday leave. Use of any earned holiday leave shall be scheduled with the approval of the Fire Chief.

- If such an employee is required to and works on a holiday or on a day which the employee is scheduled to have off duty because of a holiday, the employee shall receive the employee's regular shift's pay for such holiday, and, in addition, the employees shall have the option of receiving holiday pay or an equivalent amount of holiday leave, which shall be scheduled with the approval of the Fire Chief with twenty-four (24) hours notice.

Such holiday pay for forty (40) hour per week employees, with the exception of the Fire Alarm Communication Technicians and Fire Equipment Mechanics, shall be computed by multiplying their regular hourly rate by the number of hours the employee actually works on the holiday or day off, or by three (3) hours, whichever is greater. Fire Alarm Communication Technicians and Fire Equipment Mechanics shall continue to receive one and one-half (1.5) times their regular hourly rate as holiday pay and shall be paid for the number of hours the employee actually works on the holiday or by three (3) hours, whichever is greater.

For purposes of this Paragraph 2, one (1) shift equals ten (10) hours.

**Section 5.2 VACATION LEAVE**

Employees of the Fire Department shall earn and use vacation leave in accordance with the Personnel Rules and Regulations, except as hereinafter provided:

It is the intent of this provision that each employee appointed on or before July 1<sup>st</sup> and who serves continuously until the following June 30<sup>th</sup> shall earn eight (8) shifts of paid vacation leave to be granted during the following fiscal year.

Each employee who has completed five (5) years of full-time permanent employment on July 1<sup>st</sup> and served continuously for the previous twelve (12) months shall earn twelve (12) shifts of paid vacation leave annually.

Each employee who has completed fifteen (15) years of full time employment on July 1<sup>st</sup> and served continuously for the previous twelve (12) months shall earn sixteen (16) shifts of paid vacation leave annually.

New employees of the Fire Department who have served less than twelve (12) continuous months of service shall earn vacation leave in accordance with the following schedule:

Length of Service	Hours Earned for 42-Hour Per Week Employees	Hours Earned for 40-Hour Per Week Employees
1 Month	6	8
2 Months	6	16
3 Months	12	24
4 Months	18	32
5 Months	24	40
6 Months	30	48

Length of Service	Hours Earned for 42-Hour Per Week Employees	Hours Earned for 40-Hour Per Week Employees
7 Months	30	56
8 Months	36	64
9 Months	42	72
10 Months	48	80

On or before April 1<sup>st</sup> of each year, the Fire Chief or Fire Chief's designated representative will notify each eligible employee of the number of vacation shifts the employee has earned for the previous twelve (12) months of continuous service. Each employee may schedule vacation leave earned for the previous twelve (12) months of continuous service beginning with the first Sunday on or after June 15<sup>th</sup>. Said vacation leave may be scheduled at any time during the vacation year, in any combination of single or consecutive shifts for forty (40) hour per week employees or single or consecutive tours for forty-two (42) hour per week employees, provided the time is available, in accordance with the limits set forth below.

An employee may schedule vacation leave carried over from previous years after June 1<sup>st</sup> of each year. Said vacation leave may be scheduled at any time during the vacation year, in any combination of single or consecutive shifts for forty (40) hour per week employees or single or consecutive tours for forty-two (42) hour per week employees, provided the time is available, in accordance with the limits set forth below..

The scheduling of accrued vacation leave is limited as follows:

- Forty-Two (42) Hour Per Week Employees - No fire company shall have more than one (1) employee on vacation leave during any tour of duty. In a two (2) company fire station, no more than one (1) officer shall be on vacation leave at the same time.
- After vacation leave has been scheduled, requests for changes shall be granted in the order in which they are received, but no more than two (2) changes shall be granted to any employee in any year, subject to the other limitations of this Section 5.2.
- Employees must provide at least twenty-four (24) hours notice to the Fire Chief or the Fire Chief's designated representative prior to the start or cancellation of any vacation leave.
- Requests for advance payment for vacation leave will be honored only for calendar week units, and only if such request is made in writing to the Fire Chief or the Fire Chief's designated representative at least one (1) calendar week prior to the start of the vacation.

Any of the above requirements may be waived by mutual agreement between the City and the Union.

Employees, at their sole discretion, may elect to carry over unused vacation time up to a limit of twenty-four (24) shifts in addition to the current year's vacation allotment.

For purposes of this Section, one (1) shift equals six (6) hours for forty-two (42) hour per week employees and ten (10) hours for forty (40) hour per week employees.

### **Section 5.3 SICK LEAVE**

#### **Use and Accrual of Sick Leave**

Sick leave shall be granted for personal illness, non-compensable bodily injury or disease, and for absence because of enforced quarantine. The City may require sufficient proof for use of sick leave. The City will not normally require a doctor's certificate for absences of four (4) shifts or less, except in cases of suspected abuse.

If the City makes a request for a doctor's certificate, it shall be made within thirty (30) minutes of the employee calling in to book off sick. The employee shall remain at the phone number from which they made the call to book off sick for thirty (30) minutes and shall give the person to whom they call the number of the phone, if not the normal home phone number. If the employee is too sick to stay by the phone for the thirty (30) minute period, said employee will be required to prove same through medical certification.

Sick leave shall be granted only if the requirements of these provisions are complied with and the employee reports the illness in accordance with the rules of the Fire Department, except where sufficiently extenuating circumstances exist.

Effective July 1, 1991, each employee shall be credited with the amount of sick leave they earned as of July 1, 1991. Thereafter, forty-two (42) hour per week employees shall earn sick leave at the rate of one and one-half (1.5) shifts (nine (9) hours) per month to a maximum of fifteen (15) shifts (ninety (90) hours) per fiscal year and forty (40) hour per week employees shall earn sick leave at the rate of one and two-tenths (1.2) shifts (twelve (12) hours) per month to a maximum of twelve (12) shifts (one hundred twenty (120) hours) per fiscal year. Employees shall accumulate unused sick leave from fiscal year to fiscal year without restriction.

Sick leave will be charged only for actual scheduled shifts not worked and reported as sick leave.

#### **Payment for Accumulated Sick Leave**

Payment for accumulated sick leave to employees on a forty-two (42) hour work week at death or retirement as described in this Section will be based on one (1) day equaling twelve (12) hours pay. Payment for accumulated sick leave to employees on a forty (40) hour per week at death or retirement as described in this Section will be based on one (1) day equaling ten (10) hours pay.

Full payment will be made by the City for any accumulated sick leave at time of death. Payment will be made to the employee's widow and/or children. In the event the employee has neither a widow nor children, the payment will be made to the estate of the deceased employee.

For employees who were hired on or before July 1, 1996, the City will pay an employee fifty percent (50%) of the employee's accumulated sick leave upon the employee's retirement. An employee who vests their pension and begins receiving retirement benefits other than at termination will not be entitled to the accumulated sick-leave payment.

For employees who were hired after July 1, 1996, the City will pay employees fifty percent (50%) of their accumulated sick leave upon their retirement. For these employees, the accumulated sick leave payment may not exceed one hundred twenty-five (125) days. An employee who vests their pension and begins receiving retirement benefits other than at retirement will not be entitled to the accumulated sick-leave payment.

Effective July 1, 2007, payment for accumulated sick leave shall be made in two (2) equal installments of fifty percent (50%) of the total amount due. The first payment shall be made at the time of retirement, and the second payment shall be made by July 15<sup>th</sup> of the following fiscal year. However, employees who retired on or after July 1, 2003 but before July 1, 2007 shall continue to receive their payment for accumulated sick leave in four (4) equal installments of twenty-five percent (25%) of the total amount due with the first payment made at the time of retirement and subsequent payments made by each July 15<sup>th</sup> following the first payment. Upon a retiree's death, full payment shall be made to the surviving spouse or the deceased's estate. An employee who vests their pension and begins receiving retirement benefits other than at termination will not be entitled to the accumulated sick leave payment.

#### **Other Sick Leave Uses**

Effective July 1, 1984, Special Use of Sick Leave shall no longer be available to members of the bargaining unit.

The City shall grant maternity leave to members of the Union in accordance with the Personnel Rules and Regulations of the City.

Male members of the Union, who work a forty-two (42) hour work week in accordance with Article IV, Section 4.1, Paragraph 1 of this Agreement, shall be allowed to take off up to three (3) consecutive tours following the birth of their legitimate child. Such leave, which shall be called "Paternity Leave", shall be charged to sick leave. In the event that sick leave is exhausted, sick leave will be granted without pay if the member so requests.

Male members of the Union, who work a forty (40) hour work week in accordance with Article IV, Section 4.1, Paragraph 2 of this Agreement, shall be allowed to take off up to six (6) consecutive work shifts following the birth of their legitimate child. Such leave, which shall be called "Paternity Leave", shall be charged to sick leave. In the event that sick leave is exhausted, sick leave will be granted without pay if the member so requests.

The City will allow male members of the Union to take off more paternity leave than what is spelled out in the two (2) previous paragraphs above for exigent circumstances. The granting of such time in excess of what is spelled out in the two (2) previous paragraphs above shall be at the discretion of the Fire Chief, or the Fire Chief's designated representative, with the

understanding that the granting of such time will not be unreasonably denied.

Notice of taking Paternity Leave must be given in accordance with the standard sick leave notice procedures of the Fire Department and it is also agreed and understood that the City may require proof of birth and legitimacy (Doctor's certificate and/or birth certificate).

**Section 5.4 PERSONAL LEAVE FOR PERFECT ATTENDANCE (EARNED LEAVE)**

Forty-two (42) hour per week employees shall earn one (1) shift (six (6) hours) of personal leave (earned leave) for each two (2) months of perfect attendance. Forty (40) hour per week employees shall earn eight-tenths (0.8) of a shift (eight (8) hours) of personal leave (earned leave) for each two (2) months of perfect attendance. The months of perfect attendance are as follows: January-February, March-April, May-June, July-August, September-October and November-December.

Upon proper notice and providing the employee has a personal leave shift(s) available, an employee shall be allowed to use personal leave in whole shifts only. No personal leave will be used on Thanksgiving Day, day shift; Christmas Eve, night shift; Christmas Day, day shift; New Year's Eve, night shift; New Year's Day, day shift; Easter Sunday, day shift; Memorial Day, day shift; or Labor Day, day shift. A forty-two (42) hour per week employee is not allowed to work half a tour of duty when utilizing personal leave under this Section.

Within the limits set forth below, an employee shall be allowed to use all personal leave available at one (1) time for consecutive days off.

1. An employee taking personal leave by telephone must remain on the phone with the employee's Company Officer as long as necessary to verify that the employee has sufficient personal leave available.
2. The Union will encourage employees to give advance notice for use of personal leave.
3. Proper notice is defined as notice given by 07:00 hours.
4. Employees will continue to be allowed to take up to four (4) shifts per fiscal year in accordance with the procedure as spelled out in Paragraph 3 of this Section; however, any personal leave taken in excess of four (4) shifts per fiscal year will require a twenty-four (24) hour notice.

Employees can accumulate up to six (6) shifts in a fiscal year. Any unused personal leave exceeding the maximum allowable accumulation shall be paid at the rate of forty percent (40%) of an average shift of duty after the close of each fiscal year.

For purposes of this Section, Perfect Attendance will be broken by any one of the following:

Sick Leave, maternity/paternity leave, convenience leave, leave of absence without pay (except for military purposes and/or leave in response to a subpoena), tardiness except as indicated below, suspensions, layoff, dismissal, resignation, absence without leave (AWOL), workers' compensation leave beyond the one (1) year at full net pay provided for in this Agreement or leave provided in accordance with Connecticut General Statutes § 7-433c that is in excess of one (1) year.

For purposes of this Section, tardiness which does not in itself result in a suspension shall not affect an employee's perfect attendance status for that two (2) month period.

#### **Section 5.5 CONVENIENCE LEAVE**

Effective July 1, 1985, employees shall be allowed, upon giving proper notice, to take up to two (2) shifts of leave per fiscal year called convenience leave. Employees shall be allowed to take said convenience leave at any given time and for any purpose without having to give any reason. A convenience leave shift equals six (6) hours without pay for forty-two (42) hour per week employees and ten (10) hours without pay for forty (40) hour per week employees. Proper notice is defined as notice given by 07:00 hours, except where sufficiently extenuating circumstances exist.

#### **Section 5.6 COMPENSATION FOR INJURIES AND DISEASE**

Each employee shall be compensated for any injury or occupational disease under the provisions of the Workers' Compensation Act of Connecticut. In addition to payments received under the Workers' Compensation Act, any employee with six (6) months of continuous service shall receive payment from the City, which payment will equal the difference between their take home pay (gross base pay less deductions for pension and income tax) and the payments received under the Workers' Compensation Act. In no event will the employee receive less than their normal take home pay when covered by a Workers' Compensation injury, or occupational disease; provided, however, that this additional payment shall be made during the entire period that the employee collects under the Workers' Compensation Act not to exceed one (1) year.

Workers' compensation benefits shall be administered through a City and Travelers Insurance managed care program provided; however, that all heart and hypertension claims for employees hired prior to July 1, 1996 shall be paid without prejudice, until a final decision is rendered through the Workers' Compensation administrative process.

In determining any pension benefits under this Section, the employee's normal total gross pay, and not take home pay, shall be used in calculating said benefits. While receiving workers' compensation benefits, employees shall be allowed to adjust their federal and state tax withholding allowances to reflect the number of dependents they are lawfully entitled to claim provided they submit a copy of their most recent federal tax return (top of the form through exemptions only) to the City's Payroll Division. If there have been changes to the employee's exemption status since the filing of the employee's most recent federal tax return, the employee shall be required to provide further documentation (e.g., birth certificate, marriage license, etc.).

## **Section 5.7 TRANSITIONAL DUTY**

The transitional duty program within the Fire Department is designed to accommodate for the temporary, partial, physical disabilities of employees who sustain work related illnesses, injuries and medical conditions covered by the Workers' Compensation Act or the collective bargaining agreement when such illness, injury or medical condition results in the absence of an employee of more than thirty (30) days duration.

Whenever any employee presents a doctor's note with work restrictions, the Fire Chief or Fire Chief's designated representative shall consider all of the following and determine:

1. Available work within the division to accommodate those restrictions for employee's who work a forty (40) hour per week schedule.
2. Availability of work within the Fire Prevention Division to accommodate those restrictions for any employee not accommodated by Paragraph 1 above.
3. If the employee's skills, abilities and medical condition are appropriate to the transitional duty tasks which may be available within their assigned forty (40) hour per week position or within the Fire Prevention Division.
4. If a work related illness, injury or medical condition covered by the Workers' Compensation Act or by the collective bargaining agreement is reasonably expected to resolve within one-hundred and twenty (120) days from the date of the injury, employees may be assigned to a transitional duty program no sooner than the thirty-first (31<sup>st</sup>) day of their absence. Transitional duty assignments may be extended to a maximum of two-hundred and ten (210) days for employees if the treating physician provides written documentation that tangible progress has been made towards recovery, and that some limited additional time in the transitional duty work assignment will likely aid in a recovery that allows the employee to return to unrestricted duty within their assigned rank and division.

Transitional duty assignments will be structured around a forty (40) hour per week schedule as defined in Article IV, Section 4.1, Paragraph 2, but shall not exceed the treating physician's restrictions. Transitional duty assignments are anticipated to change during the course of the employee's recovery process.

While on transitional duty assignment and prior to returning to full duty, periodic reviews of the employee's progress and condition shall be conducted by the treating physician on a schedule determined to be medically necessary.

The total number of employees who may participate in the Transitional Duty Program shall not exceed ten percent (10%) of the total budgeted uniformed positions authorized for the Fire Department at that time, rounded to the nearest whole number. The Fire Chief shall have the option to grant exceptions to that total, on a non-precedent setting basis.

Employees participating in the Transitional Duty Program shall assist in non-fire suppression duties that contribute in a meaningful and identifiable way to the function and mission of the Fire Department.

Upon receiving medical release that the employee is fit for duty, the employee shall be returned to the position and unit to which the employee had been assigned prior to the onset of the temporary disability, subject to reassignment and/or promotion.

## **Article VI GENERAL PROVISIONS**

### **Section 6.1 UNION BUSINESS LEAVE**

1. The five (5) members of the Union Negotiating Committee shall be granted leave from duty with full pay for all meetings between the City and the Union for the purpose of negotiating the terms of a contract when such meetings take place at a time during which such members are scheduled to be on duty.
2. Not more than two (2) Union representatives shall be granted leave from duty with full pay when the Union President is not available for all meetings between the City and the Union for the purpose of processing grievances at Step 1 and above when such meetings take place at any time during which such members are scheduled to be on duty for the length of such meeting plus up to two (2) hours before and no more than one (1) hour after said meeting.
3. Not more than one (1) Union representative shall be granted leave from duty with full pay when the Union President is available for all meetings between the City and the Union for the purpose of processing grievances at Step 1 and above when such meetings take place at any time during which such member is scheduled to be on duty for the length of such meeting plus up to two (2) hours before and no more than one (1) hour after such meeting.
4. A written list of Union stewards and other officers and representatives shall be furnished to the City immediately after their designation and the Union shall notify the City of any changes.
5. Union representatives shall be granted up to twelve (12) tours leave per year from duty with full pay for attending workers' compensation hearings, unfair labor practice conferences and hearings and court related hearings. The Union agrees to give the Fire Chief and Director of Human Resources a list of Union representatives attending such hearings and the date and location of such hearings.

### **Section 6.2 CONVENTIONS AND MEETINGS**

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 meetings of the

Union, labor conventions and educational conferences, provided that the total leave for the purpose set forth in this Section shall not exceed thirty (30) work tours in any fiscal year. The Union agrees to give the Director of Human Resources and the Fire Chief a list of the persons attending and provide the dates and locations of such conventions, seminars and meetings.

### **Section 6.3 PAID LEAVE FOR CITY BUSINESS**

Employees appointed or elected as non-paid members of official City of Hartford boards, commissions or agencies shall be granted leave with pay to attend meetings of such boards, commissions or agencies when such meetings take place at any time during which such members are scheduled to be on duty for the length of such meeting plus up to two (2) hours before and no more than one (1) hour after said meeting.

### **Section 6.4 BULLETIN BOARDS**

The City will furnish and maintain suitable bulletin boards in convenient places in each work area to be used by the Union. The Union agrees that material posted will not contain propaganda against or attacks upon the City, any department or agency, or any official thereof. All material except for routine notices of meetings, social events and other official Union business shall be approved in advance by the Fire Chief.

### **Section 6.5 SENIORITY LIST**

The City shall prepare a list of employees showing their seniority in length of service with the Fire Department to include addresses and send it to the Union on or about July 1<sup>st</sup> of each year. It is understood that ties in seniority resulting from the same appointment date will be broken by the employee's standing on the eligible list.

### **Section 6.6 HEALTH AND SAFETY COMMITTEE**

The Fire Chief and the Union President shall each appoint two (2) representatives to serve as members of a joint safety committee, which shall meet monthly to review and recommend safety and health conditions. The Fire Chief shall appoint two (2) non-bargaining unit management members to the committee. Bargaining unit members of said committee shall attend meetings without the loss of pay when such meetings are scheduled during the regular working hours of the employees involved.

Recommendations that are carried by at least three (3) affirmative votes and are not implemented within thirty (30) days shall be subject to the grievance procedure; provided, however, that the decision rendered in Step 2 shall be final.

### **Section 6.7 PHYSICAL FITNESS AND DRUG & ALCOHOL REHABILITATION JOINT COMMITTEE**

The Fire Chief and the Union President shall each appoint two (2) representatives to serve as members of a joint committee on physical fitness and drug and alcohol rehabilitation,

which shall meet monthly to discuss and make recommendations on the issues of physical fitness and drug and alcohol rehabilitation. The Fire Chief shall appoint two (2) non-bargaining unit management members to the committee. Bargaining unit members of said committee shall attend meetings without loss of pay when such meetings are scheduled during the regular working hours of the employees involved. It is further understood and agreed that both parties will make a good faith effort to establish appropriate drug testing guidelines.

The procedures for Drug Testing as applicable to members of the bargaining unit are incorporated herein as Appendix G.

Neither the City nor the Union waive any rights they may have under this Agreement or the Municipal Employee Relations Act because of the existence and operation of this joint committee.

The City will continue to contract with the Pathways Group or a mutually agreeable outside provider of an employee assistance plan (EAP) for a program which addresses substance abuse as well as other personal problems. Participation in the employee assistance plan will be voluntary. Terms under which the Union will participate in the process in order to facilitate use of the program by its members will be subject to negotiation between the parties. Such Union participation does not imply Union responsibility for the employee assistance plan program, and the City agrees to hold harmless the Union and its members who participate in the administration of the program from any liability resulting from such participation.

#### **Section 6.8 CODE OF CONDUCT COMMITTEE**

The City and the Union shall establish a committee to create a Code of Conduct. Said Code of Conduct Committee shall consist of up to three (3) members appointed by the Fire Chief and three (3) members appointed by the Union President. Only non-bargaining unit members may be appointed by the Fire Chief. The Code of Conduct Committee shall begin meeting on or before September 1, 2007, and continue to meet until said Code of Conduct is completed.

#### **Section 6.9 PERSONAL PROPERTY**

The City will continue to repair or replace personal clothing, eyeglasses, and watches not to exceed the actual cash value of such items or \$100.00, whichever is less, that are damaged or destroyed in the line of duty. In the event of a dispute, the dispute shall be subject to the grievance procedure.

#### **Section 6.10 UNION PRESIDENT DETACHED DUTY**

The Union President shall be assigned to the day shift without the loss of pay or employee benefits and without penalty. The Union President shall be permitted to conduct Union business either at or away from the fire houses during normal duty hours. The Union President shall not be required to perform Fire Department duties.

The Union President, or the Union President's designee, will respond to all requests from

bargaining unit members for representation at disciplinary and grievance meetings from 08:30 hours to 16:30 hours, Monday through Friday. For the purpose of maintaining communications with the Fire Chief, or Fire Chief's management designee, the Union President will carry a cell phone in good repair to be furnished by the Union. The Union President, or Union President's designee, shall have access to all Fire Department work areas. Unless an emergency exists, all disciplinary hearings and grievance meetings shall take place between 08:30 hours and 16:30 hours Monday through Friday. The Fire Department shall make every effort to provide reasonable notice of these meetings.

This Union business leave shall not be subject to limitations of Section 6.1, Paragraph 1 and Paragraph 5 of this Agreement. The Union President will not be required to undergo a physical or medical examination to return to regular duties. However, the Union President will be required to undergo an OSHA physical as outlined in Section 3.24 of this Agreement.

## **ARTICLE VII COVENANTS**

### **Section 7.1 SAVING CLAUSE**

Should any provision of this Agreement be found to be inoperative, void or invalid by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement, it being the intention of the City and the Union that no portion of this Agreement or provision herein shall become inoperative or fail by reason of the invalidity of any other portion or provision.

### **Section 7.2 EFFECTIVE DATES**

The effective date of salary increases and other changes that affect the computation of weekly earnings shall be the date specified if Sunday, or the Sunday beginning the pay period that immediately follows the date specified.

### **Section 7.3 DURATION**

The duration of this Agreement shall extend from July 1, 2009 through June 30, 2016 and shall continue in effect thereafter unless amended, modified or terminated. Either party wishing to amend, modify or terminate this Agreement must so advise the other party in writing no later than one-hundred fifty (150) days prior to the expiration of this Agreement and begin negotiations no later than one-hundred twenty (120) days prior to the expiration of this Agreement. If the parties are not able to reach an agreement by June 30, 2016, then the terms and conditions of the Agreement shall continue on in full force and effect until a new agreement is reached.

Notwithstanding the above, this Agreement may be re-opened in accordance with Section 3.6 and Appendix A-1 (Wage Re-Opener) of this Agreement.

**Section 7.4 ENTIRE AGREEMENT**

The foregoing and the appendices constitute an entire Agreement between the parties and no verbal statement shall supersede any of its provisions. It is understood and agreed that all matters subject to collective bargaining between the parties have been covered herein and that it may not be reopened for change in its terms or addition of new subject matter except by mutual agreement.

IN WITNESS WHEREOF, the parties hereto have caused to be signed and sealed this Agreement and a like copy on this 24th day of August, 2009.

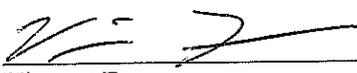
**CITY OF HARTFORD**

By: \_\_\_\_\_

  
Eddie A. Perez  
Its Mayor

**HARTFORD FIRE FIGHTERS ASSOCIATION**

By: \_\_\_\_\_

  
Vincent Fusco  
Its President

## Appendix A

Effective July 1, 2009, the pay rates and ranges for all classifications within the bargaining unit shall be increased by one percent (1%) above the pay rates and ranges in effect on June 30, 2000.

Effective January 1, 2010, the pay rates and ranges for all classifications within the bargaining unit shall be increased by one percent (1%) above the pay rates and ranges in effect on December 31, 2009.

Effective July 1, 2010, the pay rates and ranges for all classifications within the bargaining unit shall be increased by one percent (1%) above the pay rates and ranges in effect on June 30, 2010.

Effective January 1, 2011, the pay rates and ranges for all classifications within the bargaining unit shall be increased by one and one quarter percent (1.25%) above the pay rates and ranges in effect on December 31, 2010.

Effective July 1, 2011, the pay rates and ranges for all classifications within the bargaining unit shall be increased by three and one-half percent (3.5%) above the pay rates and ranges in effect on June 30, 2011.

Effective June 24, 2012, the pay rates and ranges for all classifications within the bargaining unit shall be increased by two and one half (2.5%) above the pay rates and ranges in effect on June 23, 2012.

Effective January 1, 2013, the pay rates and ranges for all classifications within the bargaining unit shall be increased by one and one-half percent (1.5%) above the pay rates and ranges in effect on December 31, 2012.

Effective July 1, 2013, the pay rates and ranges for all classifications within the bargaining unit shall be increased by one and one-half percent (1.5%) above the pay rates and ranges in effect on June 30, 2013.

Effective January 1, 2014, the pay rates and ranges for all classifications within the bargaining unit shall be increased by one and one-half percent (1.5%) above the pay rates and ranges in effect on December 31, 2013.

Effective July 1, 2014, the pay rates and ranges for all classifications within the bargaining unit shall be increased by one and one-half percent (1.5%) above the pay rates and ranges in effect on June 30, 2014.

Effective January 1, 2015, the pay rates and ranges for all classifications within the bargaining unit shall be increased by one and one-half percent (1.5%) above the pay rates and ranges in effect on December 31, 2014.

Effective July 1, 2015, the pay rates and ranges for all classifications within the bargaining unit shall be increased by one and one-half percent (1.5%) above the pay rates and

ranges in effect on June 30, 2015.

Effective January 1, 2016, the pay rates and ranges for all classifications within the bargaining unit shall be increased by one and one-half percent (1.5%) above the pay rates and ranges in effect on December 31, 2015.

Effective June 30, 2016, the pay rates and ranges for all classifications within the bargaining unit shall be increased by one and one-half percent (1.5%) above the pay rates and ranges in effect on June 29, 2016.

Effective July 1, 1992 all new firefighters hired on or after that date will be paid at a rate of 10% below the base rate of the salary range as designated in Appendix A for the "Firefighter On or After July 1, 1992" job classification. Such pay rate will be for the first six (6) months of their employment in that class. Upon completion of the first six (6) months of their employment in that class, such employee's wages will be adjusted to the base rate of the class and growth increments will be granted thereafter at intervals in accordance with those provided for in Appendix A.

#### **LUMP SUM PAYMENT**

**An employee hired before May 19, 2009 and whose effective date of retirement is on or after June 24, 2012 shall receive a lump sum payment of five hundred dollars (\$500) in the employee's final week of pay. Said lump sum payment shall be considered wages and included in calculating such employee's "Final Average Pay" or "Annual Pay," as applicable and as set forth in Appendix E.**

**NOTE:** The five percent (5%) in lieu of overtime payment has been incorporated into the salary steps for each and every classification that is entitled to such five percent (5%) in lieu of payment.

**Appendix A  
Classification and Pay Ranges  
Public Safety Series**

CODE	CLASS	DATE	EDUC		BASE LESS 10%	BASE RATE	1/2 YEAR	1ST YEAR	1 1/2 YEAR	2ND YEAR	2 1/2 YEAR	3RD YEAR	3 1/2 YEAR	4TH YEAR	5TH YEAR		
			2.5%	5%													
5101B-	Firefighter on or after 7/1/92*			Years of Service	(0-6 Mos.)	(6 Mos.-1 Yr.)		1-2 Yrs.									
						0		1			2		3		4		5
		July 2009	1.00%	20.62	41.25	742.46	824.96		874.23		916.94		970.66		1102.74		1224.59
		Jan. 2010	1.00%	20.83	41.66	749.89	833.21		882.97		926.11		980.37		1113.77		1236.84
		July 2010	1.00%	21.04	42.08	757.39	841.54		891.80		935.37		990.17		1124.91		1249.21
		Jan. 2011	1.25%	21.30	42.60	766.85	852.06		902.95		947.06		1002.55		1138.97		1264.83
		July 2011	3.50%	22.05	44.09	793.69	881.88		934.55		980.21		1037.64		1178.83		1309.10
		June 24, 2012	2.50%	22.60	45.20	813.54	903.93		957.91		1004.72		1063.58		1208.30		1341.83
		Jan. 2013	1.50%	22.94	45.87	825.74	917.49		972.28		1019.79		1079.53		1226.42		1361.96
		July 2013	1.50%	23.28	46.56	838.13	931.25		986.86		1035.09		1095.72		1244.82		1382.39
		Jan. 2014	1.50%	23.63	47.26	850.70	945.22		1001.66		1050.62		1112.16		1263.49		1403.13
		July 2014	1.50%	23.99	47.97	863.46	959.40		1016.68		1066.38		1128.84		1282.44		1424.18
		Jan. 2015	1.50%	24.34	48.69	876.41	973.79		1031.93		1082.38		1145.77		1301.68		1445.54
		July 2015	1.50%	24.71	49.42	889.56	988.40		1047.41		1098.62		1162.96		1321.21		1467.22
		Jan. 2016	1.50%	25.08	50.16	902.91	1003.23		1063.12		1115.10		1180.40		1341.03		1489.23
		June 30, 2016	1.50%	25.46	50.91	916.45	1018.28		1079.07		1131.83		1198.11		1361.15		1511.57

CODE	CLASS	DATE	EDUC		BASE RATE	1/2 YEAR	1ST YEAR	1 1/2 YEAR	2ND YEAR	2 1/2 YEAR	3RD YEAR	3 1/2 YEAR	
			2.5%	5%									
5101A-	Firefighter before 7/1/92*				0		1		2		3	4	
		July 2009	1.00%	25.37	50.73	1014.69	1064.22		1116.36		1166.16		1224.59
		Jan. 2010	1.00%	25.62	51.24	1024.84	1074.86		1127.52		1177.82		1236.84
		July 2010	1.00%	25.88	51.75	1035.09	1085.61		1138.80		1189.60		1249.21
		Jan. 2011	1.25%	26.20	52.40	1048.03	1099.18		1153.04		1204.47		1264.83
		July 2011	3.50%	27.12	54.24	1084.71	1137.65		1193.40		1246.63		1309.10
		June 24, 2012	2.50%	27.80	55.59	1111.83	1166.09		1223.24		1277.80		1341.83
		Jan. 2013	1.50%	28.21	56.43	1128.51	1183.58		1241.59		1296.97		1361.96
		July 2013	1.50%	28.64	57.27	1145.44	1201.33		1260.21		1316.42		1382.39
		Jan. 2014	1.50%	29.07	58.13	1162.62	1219.35		1279.11		1336.17		1403.13
		July 2014	1.50%	29.50	59.00	1180.06	1237.64		1298.30		1356.21		1424.18
		Jan. 2015	1.50%	29.94	59.89	1197.76	1256.20		1317.77		1376.55		1445.54
		July 2015	1.50%	30.39	60.79	1215.73	1275.04		1337.54		1397.20		1467.22
		Jan. 2016	1.50%	30.85	61.70	1233.97	1294.17		1357.60		1418.16		1489.23
		June 30, 2016	1.50%	31.31	62.62	1252.48	1313.58		1377.96		1439.43		1511.57

THE WEEKLY SALARIES FOR THESE CLASSIFICATIONS INCLUDE AN ADDITIONAL 5% IN LIEU OF OVERTIME

**Appendix A  
Classification and Pay Ranges  
Public Safety Series**

CLASS	DATE	EDUC		BASE RATE	1/2 YEAR	1ST YEAR	1 1/2 YEAR	2ND YEAR	2 1/2 YEAR	3RD YEAR	3 1/2 YEAR	4TH YEAR
		2.5%	5%									
5102- Driver-Uniformed Fire Dept.*				0		1		2		3		4
	July 2009	26.55	53.11	1062.13		1115.06		1168.77		1221.71		1274.91
5141- Fire Prevention Inspector*												
	Jan. 2010	26.82	53.64	1072.75		1126.21		1180.46		1233.93		1287.66
5104- Firefighter Special Services*												
	July 2010	27.09	54.17	1083.48		1137.47		1192.26		1246.27		1300.54
	Jan. 2011	27.43	54.85	1097.02		1151.69		1207.16		1261.85		1316.80
	July 2011	28.39	56.77	1135.42		1192.00		1249.41		1306.01		1362.89
	June 24, 2012	29.10	58.19	1163.81		1221.80		1280.65		1338.66		1396.96
	Jan. 2013	29.53	59.06	1181.27		1240.13		1299.86		1358.74		1417.91
	July 2013	29.97	59.95	1198.99		1258.73		1319.36		1379.12		1439.18
	Jan. 2014	30.42	60.85	1216.97		1277.61		1339.15		1399.81		1460.77
	July 2014	30.88	61.76	1235.22		1296.77		1359.24		1420.81		1482.68
	Jan. 2015	31.34	62.69	1253.75		1316.22		1379.63		1442.12		1504.92
	July 2015	31.81	63.63	1272.56		1335.96		1400.32		1463.75		1527.49
	Jan. 2016	32.29	64.58	1291.65		1356.00		1421.32		1485.71		1550.40
	June 30, 2016	32.78	65.55	1311.02		1376.34		1442.64		1508.00		1573.66

CLASS	DATE	EDUC		BASE RATE	1/2 YEAR	1ST YEAR	1 1/2 YEAR	2ND YEAR	2 1/2 YEAR	3RD YEAR	3 1/2 YEAR	4TH YEAR
		2.5%	5%									
5121- Fire Lieutenant*				0		1		2		3		4
	July 2009	29.27	58.53	1170.61		1228.79		1287.49		1346.19		1404.10
	Jan. 2010	29.56	59.12	1182.32		1241.08		1300.36		1359.65		1418.14
	July 2010	29.85	59.71	1194.14		1253.49		1313.36		1373.25		1432.32
	Jan. 2011	30.23	60.45	1209.07		1269.16		1329.78		1390.42		1450.22
	July 2011	31.28	62.57	1251.39		1313.58		1376.32		1439.08		1500.98
	June 24, 2012	32.07	64.13	1282.67		1346.42		1410.73		1475.06		1538.50
	Jan. 2013	32.55	65.10	1301.91		1366.62		1431.89		1497.19		1561.58
	July 2013	33.04	66.07	1321.44		1387.12		1453.37		1519.65		1585.00
	Jan. 2014	33.53	67.06	1341.26		1407.93		1475.17		1542.44		1608.78
	July 2014	34.03	68.07	1361.38		1429.05		1497.30		1565.58		1632.91
	Jan. 2015	34.55	69.09	1381.80		1450.49		1519.76		1589.06		1657.40
	July 2015	35.06	70.13	1402.53		1472.25		1542.56		1612.90		1682.26
	Jan. 2016	35.59	71.18	1423.57		1494.33		1565.70		1637.09		1707.49
	June 30, 2016	36.12	72.25	1444.92		1516.74		1589.19		1661.65		1733.10

THE WEEKLY SALARIES FOR THESE CLASSIFICATIONS INCLUDE AN ADDITIONAL 5% IN LIEU OF OVERTIME

**Appendix A  
Classification and Pay Ranges  
Public Safety Series**

CLASS	DATE	EDUC		BASE RATE	1/2 YEAR	1ST YEAR	1 1/2 YEAR	2ND YEAR	2 1/2 YEAR	3RD YEAR	3 1/2 YEAR	4TH YEAR
		2.5%	5%									
5124- Fire Lieutenant, Spec. Svcs.*	July 2009	1.00%	30.67	61.34	0	1	1288.01	1348.54	1410.39	1471.46	1532.53	1593.60
5122- Fire Lieutenant Training*	Jan. 2010	1.00%	30.97	61.95	1238.97	1300.89	1362.03	1424.49	1486.17	1547.85	1609.53	1671.21
5151- Fire Prevention Lieutenant*	July 2010	1.00%	31.28	62.57	1251.36	1313.90	1375.65	1438.73	1501.03	1563.33	1625.63	1687.93
	Jan. 2011	1.25%	31.68	63.35	1267.00	1330.32	1392.85	1456.71	1519.79	1582.87	1645.95	1709.03
	July 2011	3.50%	32.78	65.57	1311.35	1376.88	1441.60	1507.69	1572.98	1638.27	1703.56	1768.85
	June 24, 2012	2.50%	33.60	67.21	1344.13	1411.30	1477.64	1545.38	1612.30	1679.22	1746.14	1813.06
	Jan. 2013	1.50%	34.11	68.21	1364.29	1432.47	1499.80	1568.56	1636.48	1704.40	1772.32	1840.24
	July 2013	1.50%	34.62	69.24	1384.75	1453.96	1522.30	1592.09	1661.03	1729.95	1798.87	1867.79
	Jan. 2014	1.50%	35.14	70.28	1405.52	1475.77	1545.13	1615.97	1685.95	1755.93	1825.91	1895.89
	July 2014	1.50%	35.67	71.33	1426.60	1497.91	1568.31	1640.21	1711.24	1782.27	1853.29	1924.32
Jan. 2015	1.50%	36.20	72.40	1448.00	1520.38	1591.83	1664.81	1736.91	1808.99	1881.07	1953.15	
July 2015	1.50%	36.74	73.49	1469.72	1543.19	1615.71	1689.78	1762.96	1836.04	1909.12	1982.20	
Jan. 2016	1.50%	37.29	74.59	1491.77	1566.34	1639.95	1715.13	1789.40	1863.67	1937.94	2012.21	
June 30, 2016	1.50%	37.85	75.71	1514.15	1589.84	1664.55	1740.86	1816.24	1891.62	1966.99	2042.76	

CLASS	DATE	EDUC		BASE RATE	1/2 YEAR	1ST YEAR	1 1/2 YEAR	2ND YEAR	2 1/2 YEAR	3RD YEAR	3 1/2 YEAR	4TH YEAR
		2.5%	5%									
5131- Fire Captain*	July 2009	1.00%	32.23	64.45	1289.06	1353.26	1418.25	1482.72	1547.45	1612.18	1676.91	1741.64
	Jan. 2010	1.00%	32.55	65.10	1301.95	1366.79	1432.43	1497.55	1562.92	1628.29	1693.66	1759.03
	July 2010	1.00%	32.87	65.75	1314.97	1380.46	1446.75	1512.53	1578.55	1644.57	1710.59	1776.61
	Jan. 2011	1.25%	33.29	66.57	1331.41	1397.72	1464.83	1531.44	1598.28	1665.12	1731.96	1798.80
	July 2011	3.50%	34.45	68.90	1378.01	1446.64	1516.10	1585.04	1654.22	1723.30	1792.38	1861.46
	June 24, 2012	2.50%	35.31	70.62	1412.46	1482.81	1554.00	1624.67	1695.58	1766.49	1837.40	1908.31
	Jan. 2013	1.50%	35.84	71.68	1433.65	1505.05	1577.31	1649.04	1721.01	1792.98	1864.95	1936.92
	July 2013	1.50%	36.38	72.76	1455.15	1527.63	1600.97	1673.78	1746.83	1819.88	1892.93	1965.98
	Jan. 2014	1.50%	36.92	73.85	1476.98	1550.54	1624.98	1698.89	1773.03	1847.18	1921.32	1995.47
	July 2014	1.50%	37.48	74.96	1499.13	1573.80	1649.35	1724.37	1799.63	1874.89	1950.15	2025.41
	Jan. 2015	1.50%	38.04	76.08	1521.62	1597.41	1674.09	1750.24	1826.62	1903.14	1979.66	2056.18
	July 2015	1.50%	38.61	77.22	1544.44	1621.37	1699.20	1776.49	1854.02	1931.76	2009.49	2087.22
	Jan. 2016	1.50%	39.19	78.38	1567.61	1645.69	1724.69	1803.14	1881.83	1960.52	2039.21	2118.10
	June 30, 2016	1.50%	39.78	79.56	1591.12	1670.38	1750.56	1830.19	1910.06	1989.91	2069.76	2149.61

THE WEEKLY SALARIES FOR THESE CLASSIFICATIONS INCLUDE AN ADDITIONAL 5% IN LIEU OF OVERTIME

**Appendix A  
Classification and Pay Ranges  
Public Safety Series**

CLASS	DATE	EDUC		BASE RATE	1/2 YEAR	1ST YEAR	1 1/2 YEAR	2ND YEAR		
		2.5%	5%							
4315- Fire Alarm Communication Technician	July 2009	1.00%	29.19	58.39	0	1167.72	1	1226.42	2	1284.35
	Jan. 2010	1.00%	29.49	58.97	1179.40	1238.68	1297.19			
	July 2010	1.00%	29.78	59.56	1191.19	1251.07	1310.16			
	Jan. 2011	1.25%	30.15	60.30	1206.08	1266.71	1326.54			
	July 2011	3.50%	31.21	62.41	1248.29	1311.04	1372.97			
	June 24, 2012	2.50%	31.99	63.98	1279.50	1343.82	1407.29			
	Jan. 2013	1.50%	32.47	64.93	1298.69	1363.98	1428.40			
	July 2013	1.50%	32.95	65.91	1318.17	1384.44	1449.83			
	Jan. 2014	1.50%	33.45	66.90	1337.94	1405.21	1471.58			
	July 2014	1.50%	33.95	67.90	1358.01	1426.29	1493.65			
	Jan. 2015	1.50%	34.46	68.92	1378.38	1447.68	1516.05			
	July 2015	1.50%	34.98	69.95	1399.06	1469.40	1538.79			
	Jan. 2016	1.50%	35.50	71.00	1420.05	1491.44	1561.87			
	June 30, 2016	1.50%	36.03	72.07	1441.35	1513.81	1585.30			

CLASS	DATE	EDUC		BASE RATE	1/2 YEAR	1ST YEAR	1 1/2 YEAR	2ND YEAR		
		2.5%	5%							
4323- Fire Equipment Mechanic	July 2009	1.00%	30.60	61.19	0	1223.81	1	1284.87	2	1346.19
	Jan. 2010	1.00%	30.90	61.80	1236.05	1297.72	1359.65			
	July 2010	1.00%	31.21	62.42	1248.41	1310.70	1373.25			
	Jan. 2011	1.25%	31.60	63.20	1264.02	1327.08	1390.42			
	July 2011	3.50%	32.71	65.41	1308.26	1373.53	1439.08			
	June 24, 2012	2.50%	33.52	67.05	1340.97	1407.87	1475.06			
	Jan. 2013	1.50%	34.03	68.05	1361.08	1428.99	1497.19			
	July 2013	1.50%	34.54	69.08	1381.50	1450.42	1519.65			
	Jan. 2014	1.50%	35.06	70.11	1402.22	1472.18	1542.44			
	July 2014	1.50%	35.58	71.16	1423.25	1494.26	1565.58			
	Jan. 2015	1.50%	36.12	72.23	1444.60	1516.67	1589.06			
	July 2015	1.50%	36.66	73.31	1466.27	1539.42	1612.90			
	Jan. 2016	1.50%	37.21	74.41	1488.26	1562.51	1637.09			
	June 30, 2016	1.50%	37.76	75.53	1510.58	1585.95	1661.65			

**Appendix A  
Classification and Pay Ranges  
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CLASS	DATE	EDUC		BASE RATE	1/2 YEAR	1ST YEAR	1 1/2 YEAR	2ND YEAR	2 1/2 YEAR	3RD YEAR	3 1/2 YEAR	4TH YEAR
		2.5%	5%									
4316- Supervisor Fire Alarm Communication Technology Division (8)*	July 2009	1.00%	32.86	65.71	0	1379.47	1445.77	1511.29	1577.06			
	Jan. 2010	1.00%	33.18	66.37	1314.22	1393.26	1460.23	1526.40	1592.83			
4324- Supervisor Fire Equip. Maintenance Division (8)*	July 2010	1.00%	33.52	67.03	1327.36	1407.19	1474.83	1541.66	1608.76			
	Jan. 2011	1.25%	33.93	67.87	1340.63	1424.78	1493.27	1560.93	1628.87			
	July 2011	3.50%	35.12	70.25	1357.39	1474.65	1545.53	1615.56	1685.88			
	June 24, 2012	2.50%	36.00	72.00	1404.90	1511.52	1584.17	1655.95	1728.03			
	Jan. 2013	1.50%	36.54	73.08	1440.02	1534.19	1607.93	1680.79	1753.95			
	July 2013	1.50%	37.09	74.18	1461.62	1557.20	1632.05	1706.00	1780.26			
	Jan. 2014	1.50%	37.64	75.29	1483.54	1580.56	1656.53	1731.59	1806.96			
	July 2014	1.50%	38.21	76.42	1505.79	1604.27	1681.38	1757.56	1834.06			
	Jan. 2015	1.50%	38.78	77.57	1528.38	1628.33	1706.60	1783.92	1861.57			
	July 2015	1.50%	39.36	78.73	1551.31	1652.75	1732.20	1810.68	1889.49			
	Jan. 2016	1.50%	39.96	79.91	1574.58	1677.54	1758.18	1837.84	1917.83			
	June 30, 2016	1.50%	40.55	81.11	1598.20	1702.70	1784.55	1865.41	1946.60			

CLASS	DATE	EDUC		BASE RATE	1/2 YEAR	1ST YEAR	1 1/2 YEAR	2ND YEAR	2 1/2 YEAR	3RD YEAR	3 1/2 YEAR	4TH YEAR
		2.5%	5%									
5134- Fire Captain Special Services*	July 2009	1.00%	33.83	67.66	0	1421.39	1489.28	1556.62	1624.76			
	Jan. 2010	1.00%	34.17	68.34	1353.26	1435.60	1504.17	1572.19	1641.01			
5132- Fire Captain Training*	July 2010	1.00%	34.51	69.02	1366.79	1449.96	1519.21	1587.91	1657.42			
	Jan. 2011	1.25%	34.94	69.89	1380.46	1468.08	1538.20	1607.76	1678.14			
5152- Fire Prevention Captain*	July 2011	3.50%	36.17	72.33	1397.72	1519.46	1592.04	1664.03	1736.87			
	June 24, 2012	2.50%	37.07	74.14	1446.64	1557.45	1631.84	1705.63	1780.29			
	Jan. 2013	1.50%	37.63	75.25	1482.81	1580.81	1656.32	1731.21	1806.99			
	July 2013	1.50%	38.19	76.38	1527.63	1604.52	1681.16	1757.18	1834.09			
	Jan. 2014	1.50%	38.76	77.53	1550.54	1628.59	1706.38	1783.54	1861.60			
	July 2014	1.50%	39.35	78.69	1573.80	1653.02	1731.98	1810.29	1889.52			
	Jan. 2015	1.50%	39.94	79.87	1597.41	1677.82	1757.96	1837.44	1917.86			
	July 2015	1.50%	40.53	81.07	1621.37	1702.99	1784.33	1865.00	1946.63			
	Jan. 2016	1.50%	41.14	82.28	1645.69	1728.53	1811.09	1892.98	1975.83			
	June 30, 2016	1.50%	41.76	83.52	1670.38	1754.46	1838.26	1921.37	2005.47			

THE WEEKLY SALARIES FOR THESE CLASSIFICATIONS INCLUDE AN ADDITIONAL 5% IN LIEU OF OVERTIME

**Appendix A  
Classification and Pay Ranges  
Public Safety Series**

CLASS	DATE	EDUC		BASE RATE	1/2 YEAR	1 1/2 YEAR	2ND YEAR	2 1/2 YEAR	3RD YEAR	3 1/2 YEAR	4TH YEAR
		2.5%	5%								
5181- 4366- Deputy Fire Chief* Superintendent Fire Equip Maintenance Division (8)*	July 2009	1.00%	36.28	1451.27			1523.60	1669.05	1742.16	1814.22	1886.50
	Jan. 2010	1.00%	36.64	1465.78			1538.84	1685.74	1759.58	1832.36	1905.40
5177- Superintendent Fire Alarm Communication Technology Division (8)*	July 2010	1.00%	37.01	1480.44			1554.23	1702.60	1777.18	1850.68	1924.40
	Jan. 2011	1.25%	37.47	1498.95			1573.66	1723.88	1799.39	1873.81	1948.50
	July 2011	3.50%	38.79	1551.41			1628.74	1706.90	1784.22	1862.37	1939.39
	June 24, 2012	2.50%	39.76	1590.20			1669.46	1749.57	1828.83	1908.93	1987.87
	Jan. 2013	1.50%	40.35	1614.05			1694.50	1775.81	1856.26	1937.56	2017.69
	July 2013	1.50%	40.96	1638.26			1719.92	1802.45	1884.10	1966.62	2047.96
Jan. 2014	1.50%	41.57	1662.83			1745.72	1829.49	1912.36	1996.12	2078.68	
July 2014	1.50%	42.19	1687.77			1771.91	1856.93	1941.05	2026.06	2109.86	
Jan. 2015	1.50%	42.83	1713.09			1798.49	1884.78	1970.17	2056.45	2141.51	
July 2015	1.50%	43.47	1738.79			1825.47	1913.05	1999.72	2087.30	2173.63	
Jan. 2016	1.50%	44.12	1764.87			1852.85	1941.75	2029.72	2118.61	2206.23	
June 30, 2016	1.50%	44.78	1791.34			1880.64	1970.88	2060.17	2150.39	2239.32	

CLASS	DATE	EDUC		BASE RATE	1/2 YEAR	1 1/2 YEAR	2ND YEAR	2 1/2 YEAR	3RD YEAR	3 1/2 YEAR	4TH YEAR
		2.5%	5%								
5182- 5162- Deputy Fire Chief, Training* Fire Prevention Chief*	July 2009	1.00%	39.34	1573.66			1651.75	1809.24	1887.60	1965.43	2045.30
	Jan. 2010	1.00%	39.74	1589.40			1668.27	1827.33	1906.48	1985.08	2065.80
July 2010	1.00%	40.13	1605.29			1684.95	1764.87	1845.60	1925.54	2004.93	
Jan. 2011	1.25%	40.63	1625.36			1706.01	1786.93	1868.67	1949.61	2029.99	
July 2011	3.50%	42.06	1682.25			1765.72	1849.47	1934.07	2017.85	2101.04	
June 24, 2012	2.50%	43.11	1724.31			1809.86	1895.71	1982.42	2068.30	2153.57	
Jan. 2013	1.50%	43.75	1750.17			1837.01	1924.15	2012.16	2099.32	2185.87	
July 2013	1.50%	44.41	1776.42			1864.57	1953.01	2042.34	2130.81	2218.66	
Jan. 2014	1.50%	45.08	1803.07			1892.54	1982.31	2072.98	2162.77	2251.94	
July 2014	1.50%	45.75	1830.12			1920.93	2012.04	2104.07	2195.21	2285.72	
Jan. 2015	1.50%	46.44	1857.57			1949.74	2042.22	2135.63	2228.14	2320.01	
July 2015	1.50%	47.14	1885.43			1978.99	2072.85	2167.66	2261.56	2354.81	
Jan. 2016	1.50%	47.84	1913.71			2008.67	2103.94	2200.17	2295.48	2390.13	
June 30, 2016	1.50%	48.56	1942.42			2038.80	2135.50	2233.17	2329.91	2425.98	

THE WEEKLY SALARIES FOR THESE CLASSIFICATIONS INCLUDE AN ADDITIONAL .5% IN LIEU OF OVERTIME

## **APPENDIX A-1 (WAGE REOPENER)**

The City of Hartford and the Hartford Fire Fighters Association agree that either party may decide to re-open the Collective Bargaining Agreement for the sole purpose of negotiating the general wage increases scheduled for July 1, 2014, January 1, 2015, July 1, 2015 and January 1, 2016. The general wage increase scheduled for June 30, 2016 will not be subject to such re-opener since it reflects the deferred general wage increase for July 1, 2012. Should impasse arise during the negotiations on the wage re-opener, the parties agree to single issue arbitration for wages only.

**APPENDIX A-2 (ONLY APPLICABLE TO BARGAINING UNIT MEMBERS WITH AN EFFECTIVE RETIREMENT DATE BETWEEN JULY 1, 2009 AND JUNE 23, 2012 IN ACCORDANCE WITH THE MAY 19, 2009 MEMORANDUM OF UNDERSTANDING TO THIS AGREEMENT).**

Effective July 1, 2009, the pay rates and ranges for all classifications within the bargaining unit shall be increased by two percent (2%) above the pay rates and ranges in effect on June 30, 2009.

Effective January 1, 2010, the pay rates and ranges for all classifications within the bargaining unit shall be increased by one and one-half percent (1.5%) above the pay rates and ranges in effect on December 31, 2009.

Effective July 1, 2010, the pay rates and ranges for all classifications within the bargaining unit shall be increased by two percent (2%) above the pay rates and ranges in effect on June 30, 2010.

Effective January 1, 2011, the pay rates and ranges for all classifications within the bargaining unit shall be increased by one and three quarters percent (1.75%) above the pay rates and ranges in effect on December 31, 2010.

Effective July 1, 2011, the pay rates and ranges for all classifications within the bargaining unit shall be increased by three and one-half percent (3.5%) above the pay rates and ranges in effect on June 30, 2011.

Effective July 1, 1992 all new firefighters hired on or after that date will be paid at a rate of 10% below the base rate of the salary range as designated in Appendix A for the "Firefighter On or After July 1, 1992" job classification. Such pay rate will be for the first six (6) months of their employment in that class. Upon completion of the first six (6) months of their employment in that class, such employee's wages will be adjusted to the base rate of the class and growth increments will be granted thereafter at intervals in accordance with those provided for in Appendix A.

**NOTE:** The five percent (5%) in lieu of overtime payment has been incorporated into the salary steps for each and every classification that is entitled to such five percent (5%) in lieu of payment.

**APPENDIX A-2  
CLASSIFICATION AND PAY RANGES  
PUBLIC SAFETY SERIES**

CODE CLASS	DATE	EDUC		BASE LESS 10% (0-6 Mos.)	BASE RATE (6 Mos.-1 Yr.)	1/2 YEAR	1 1/2 YEAR	2ND YEAR	2 1/2 YEAR	3RD YEAR	3 1/2 YEAR	4TH YEAR	5th YEAR
		2.5%	5%										
5101B- Firefighter on or after 7/1/92*		Years of Service											
	July 2007	2.00%	19.75	708.25	787.00		834.00		874.75	926.00		1052.00	1168.25
	July 2008	2.00%	20.07	722.47	802.74		850.68		892.25	944.52		1073.04	1191.62
	Jan. 2009	1.75%	20.42	735.11	816.79		865.57		907.86	961.05		1091.82	1212.47
	July 2009	2.00%	20.83	749.82	833.13		882.88		926.02	980.27		1113.66	1236.72
	Jan. 2010	1.50%	21.14	761.07	845.63		896.12		939.91	994.97		1130.36	1255.27
	July 2010	2.00%	21.56	776.29	862.54		914.04		958.71	1014.87		1152.97	1280.38
	Jan. 2011	1.75%	21.94	789.87	877.63		930.04		975.49	1032.63		1173.15	1302.79
	July 2011	3.50%	22.71	817.52	908.35		962.59		1009.63	1068.77		1214.21	1348.39

\* THE WEEKLY SALARIES FOR THIS CLASSIFICATION INCLUDE AN ADDITIONAL 5% IN LIEU OF OVERTIME.

CODE CLASS	DATE	EDUC		BASE RATE	1/2 YEAR	1ST YEAR	1 1/2 YEAR	2ND YEAR	2 1/2 YEAR	3RD YEAR	3 1/2 YEAR
		2.5%	5%								
5101A- Firefighter before 7/1/92*		Years of Service									
	July 2007	2.00%	24.25	968.00	1015.25		1065.00		1112.50		1168.25
	July 2008	2.00%	24.68	987.36	1035.56		1086.30		1134.75		1191.62
	Jan. 2009	1.75%	25.12	1004.64	1053.68		1105.31		1154.61		1212.47
	July 2009	2.00%	25.62	1024.73	1074.75		1127.42		1177.70		1236.72
	Jan. 2010	1.50%	26.00	1040.10	1090.87		1144.33		1195.37		1255.27
	July 2010	2.00%	26.52	1060.90	1112.69		1167.22		1219.28		1280.38
	Jan. 2011	1.75%	26.99	1079.47	1132.16		1187.65		1240.62		1302.79
	July 2011	3.50%	27.93	1117.25	1171.79		1229.22		1284.04		1348.39

\* THE WEEKLY SALARIES FOR THIS CLASSIFICATION INCLUDE AN ADDITIONAL 5% IN LIEU OF OVERTIME.

**APPENDIX A-2  
CLASSIFICATION AND PAY RANGES  
PUBLIC SAFETY SERIES**

CODE	CLASS	DATE	EDUC		BASE RATE	1/2 YEAR	1ST YEAR	1 1/2 YEAR	2ND YEAR	2 1/2 YEAR	3RD YEAR	3 1/2 YEAR	4TH YEAR
			2.5%	5%									
5102-	Driver-Uniformed Fire Dept.*				0		1		2		3		4
		July 2007	25.25	50.75	1013.25		1063.75		1115.00		1165.50		1216.25
5141-	Fire Prevention Inspector*	July 2008	25.84	51.68	1033.52		1085.03		1137.30		1188.81		1240.58
5104-	Firefighter Special Services*	Jan. 2009	26.29	52.58	1051.61		1104.02		1157.20		1209.61		1262.29
		July 2009	26.82	53.63	1072.64		1126.10		1180.34		1233.80		1287.54
		Jan. 2010	27.22	54.44	1088.73		1142.99		1198.05		1252.31		1306.85
		July 2010	27.76	55.53	1110.50		1165.85		1222.01		1277.36		1332.99
		Jan. 2011	28.25	56.50	1129.93		1186.25		1243.40		1299.71		1356.32
		July 2011	29.24	58.47	1169.48		1227.77		1286.92		1345.20		1403.79

\* THE WEEKLY SALARIES FOR THESE CLASSIFICATIONS INCLUDE AN ADDITIONAL 5% IN LIEU OF OVERTIME.

CODE	CLASS	DATE	EDUC		BASE RATE	1/2 YEAR	1ST YEAR	1 1/2 YEAR	2ND YEAR	2 1/2 YEAR	3RD YEAR	3 1/2 YEAR	4TH YEAR
			2.5%	5%									
5121-	Fire Lieutenant*				0		1		2		3		4
		July 2007	28.00	55.75	1116.75		1172.25		1228.25		1284.25		1339.50
		July 2008	28.48	56.95	1139.09		1195.70		1252.82		1309.94		1366.29
		Jan. 2009	28.98	57.95	1159.02		1216.62		1274.74		1332.86		1390.20
		July 2009	29.56	59.11	1182.20		1240.95		1300.23		1359.52		1418.00
		Jan. 2010	30.00	60.00	1199.93		1259.56		1319.73		1379.91		1439.27
		July 2010	30.60	61.20	1223.93		1284.75		1346.12		1407.51		1468.06
		Jan. 2011	31.13	62.27	1245.35		1307.23		1369.68		1432.14		1493.75
		July 2011	32.22	64.45	1288.94		1352.98		1417.62		1482.26		1546.03

\* THE WEEKLY SALARIES FOR THIS CLASSIFICATION INCLUDE AN ADDITIONAL 5% IN LIEU OF OVERTIME.

**APPENDIX A-2  
CLASSIFICATION AND PAY RANGES  
PUBLIC SAFETY SERIES**

CODE CLASS	DATE	EDUC		BASE RATE	1/2 YEAR	1ST YEAR	1 1/2 YEAR	2ND YEAR	2 1/2 YEAR	3RD YEAR	3 1/2 YEAR	4TH YEAR
		2.5%	5%									
5124- Fire Lieutenant Special Services*				0		1	2	3	4			
	July 2007	29.25	58.50	1170.25		1228.75	1286.50	1345.50	1403.75			
5122- Fire Lieutenant Training*	July 2008	29.84	59.68	1193.66		1253.33	1312.23	1372.41	1431.83			
5151- Fire Prevention Lieutenant*	Jan. 2009	30.36	60.73	1214.55		1275.26	1335.19	1396.43	1456.89			
	July 2009	30.97	61.94	1238.84		1300.77	1361.89	1424.36	1486.03			
	Jan. 2010	31.44	62.87	1257.42		1320.28	1382.32	1445.73	1508.32			
	July 2010	32.06	64.13	1282.57		1346.69	1409.97	1474.64	1538.49			
	Jan. 2011	32.63	65.25	1305.01		1370.26	1434.64	1500.45	1565.41			
	July 2011	33.77	67.53	1350.69		1418.22	1484.85	1552.97	1620.20			

\* THE WEEKLY SALARIES FOR THESE CLASSIFICATIONS INCLUDE AN ADDITIONAL 5% IN LIEU OF OVERTIME.

CODE CLASS	DATE	EDUC		BASE RATE	1/2 YEAR	1ST YEAR	1 1/2 YEAR	2ND YEAR	2 1/2 YEAR	3RD YEAR	3 1/2 YEAR	4TH YEAR
		2.5%	5%									
5131- Fire Captain*				0		1	2	3	4			
	July 2007	30.75	61.50	1229.75		1291.00	1353.00	1414.50	1476.25			
	July 2008	31.36	62.72	1254.35		1316.82	1380.06	1442.79	1505.78			
	Jan. 2009	31.91	63.82	1276.30		1339.86	1404.21	1468.04	1532.13			
	July 2009	32.55	65.09	1301.83		1366.66	1432.29	1497.40	1562.77			
	Jan. 2010	33.03	66.07	1321.36		1387.16	1453.77	1519.86	1586.21			
	July 2010	33.69	67.39	1347.79		1414.90	1482.85	1550.26	1617.93			
	Jan. 2011	34.28	68.57	1371.38		1439.66	1508.80	1577.39	1646.24			
	July 2011	35.48	70.97	1419.38		1490.05	1561.61	1632.60	1703.86			

\* THE WEEKLY SALARIES FOR THIS CLASSIFICATION INCLUDE AN ADDITIONAL 5% IN LIEU OF OVERTIME.

**APPENDIX A-2  
CLASSIFICATION AND PAY RANGES  
PUBLIC SAFETY SERIES**

CODE	CLASS	DATE	EDUC		BASE RATE	1/2 YEAR	1ST YEAR	1 1/2 YEAR	2ND YEAR
			2.5%	5%					
4315-	Fire Alarm Communication Technician				0		1		2
		July 2007	2.00%	27.75	1114.00		1170.00		1225.25
		July 2008	2.00%	28.41	1136.28		1193.40		1249.76
		Jan. 2009	1.75%	28.90	1156.16		1214.28		1271.63
		July 2009	2.00%	29.48	1179.28		1238.57		1297.06
		Jan. 2010	1.50%	29.92	1196.97		1257.15		1316.52
		July 2010	2.00%	30.52	1220.91		1282.29		1342.85
		Jan. 2011	1.75%	31.06	1242.28		1304.73		1366.35
		July 2011	3.50%	32.14	1285.76		1350.40		1414.17

CODE	CLASS	DATE	EDUC		BASE RATE	1/2 YEAR	1ST YEAR	1 1/2 YEAR	2ND YEAR
			2.5%	5%					
4323-	Fire Equipment Mechanic				0		1		2
		July 2007	2.00%	29.25	1167.50		1225.75		1284.25
		July 2008	2.00%	29.77	1190.85		1250.27		1309.94
		Jan. 2009	1.75%	30.29	1211.69		1272.15		1332.86
		July 2009	2.00%	30.90	1235.92		1297.59		1359.52
		Jan. 2010	1.50%	31.36	1254.46		1317.05		1379.91
		July 2010	2.00%	31.99	1279.55		1343.39		1407.51
		Jan. 2011	1.75%	32.55	1301.94		1366.90		1432.14
		July 2011	3.50%	33.69	1347.51		1414.74		1482.26

**APPENDIX A-2  
CLASSIFICATION AND PAY RANGES  
PUBLIC SAFETY SERIES**

CODE	CLASS	DATE	EDUC 2.5%	EDUC 5%	BASE RATE	1/2 YEAR	1ST YEAR	1 1/2 YEAR	2ND YEAR	2 1/2 YEAR	3RD YEAR	3 1/2 YEAR	4TH YEAR
4316-	Supervisor Fire Alarm Communication Technology Division (8)*				0		1		2		3		4
		July 2007	31.25	62.75	1253.75		1316.00		1379.25		1441.75		1504.50
		July 2008	31.97	63.94	1278.83		1342.32		1406.84		1470.59		1534.59
		Jan. 2009	32.53	65.06	1301.21		1365.81		1431.46		1496.33		1561.45
		July 2009	33.18	66.36	1327.23		1393.13		1460.09		1526.26		1592.68
		Jan. 2010	33.68	67.36	1347.14		1414.03		1481.99		1549.15		1616.57
		July 2010	34.35	68.70	1374.08		1442.31		1511.63		1580.13		1648.90
		Jan. 2011	34.95	69.91	1398.13		1467.55		1538.08		1607.78		1677.76
		July 2011	36.18	72.35	1447.06		1518.91		1591.91		1664.05		1736.48

\* THE WEEKLY SALARIES FOR THESE CLASSIFICATIONS INCLUDE AN ADDITIONAL 5% IN LIEU OF OVERTIME.

CODE	CLASS	DATE	EDUC 2.5%	EDUC 5%	BASE RATE	1/2 YEAR	1ST YEAR	1 1/2 YEAR	2ND YEAR	2 1/2 YEAR	3RD YEAR	3 1/2 YEAR	4TH YEAR
5134-	Fire Captain Special Services*				0		1		2		3		4
		July 2007	32.25	64.50	1291.00		1356.00		1420.75		1485.00		1550.00
		July 2008	32.92	65.84	1316.82		1383.12		1449.17		1514.70		1581.00
		Jan. 2009	33.50	66.99	1339.86		1407.32		1474.53		1541.21		1608.67
		July 2009	34.17	68.33	1366.66		1435.47		1504.02		1572.03		1640.84
		Jan. 2010	34.68	69.36	1387.16		1457.00		1526.58		1595.61		1665.45
		July 2010	35.37	70.75	1414.90		1486.14		1557.11		1627.52		1698.76
		Jan. 2011	35.99	71.98	1439.66		1512.15		1584.36		1656.00		1728.49
		July 2011	37.25	74.50	1490.05		1565.08		1639.81		1713.96		1788.99

\* THE WEEKLY SALARIES FOR THESE CLASSIFICATIONS INCLUDE AN ADDITIONAL 5% IN LIEU OF OVERTIME.

**APPENDIX A-2  
CLASSIFICATION AND PAY RANGES  
PUBLIC SAFETY SERIES**

CODE	CLASS	DATE	EDUC		BASE RATE	1/2 YEAR	1ST YEAR	1 1/2 YEAR	2ND YEAR	2 1/2 YEAR	3RD YEAR	3 1/2 YEAR	4 1/2 YEAR
			2.5%	5%									
5181-	Deputy Fire Chief*				0		1		2	3	4	5	6
4366-	Superintendent Fire Equip. Maintenance Division (8)*	July 2007	2.00%	34.50	1384.50		1453.50		1523.25	1592.25	1662.00	1730.75	1799.75
5177-	Superintendent Fire Alarm Communication Technology Division (8)*	July 2008	2.00%	35.30	1412.19		1482.57		1553.72	1624.10	1695.24	1765.37	1835.75
		Jan. 2009	1.75%	35.92	1436.90		1508.51		1580.91	1652.52	1724.91	1796.26	1867.88
		July 2009	2.00%	36.64	1465.64		1538.68		1612.53	1685.57	1759.41	1832.19	1905.24
		Jan. 2010	1.50%	37.19	1487.62		1561.76		1636.72	1710.85	1785.80	1859.67	1933.82
		July 2010	2.00%	37.93	1517.37		1593.00		1669.45	1745.07	1821.52	1896.86	1972.50
		Jan. 2011	1.75%	38.60	1543.92		1620.88		1698.67	1775.61	1853.40	1930.06	2007.02
		July 2011	3.50%	39.95	1597.96		1677.61		1758.12	1837.76	1918.27	1997.61	2077.27

\* THE WEEKLY SALARIES FOR THESE CLASSIFICATIONS INCLUDE AN ADDITIONAL 5% IN LIEU OF OVERTIME.

CODE	CLASS	DATE	EDUC		BASE RATE	1/2 YEAR	1ST YEAR	1 1/2 YEAR	2ND YEAR	2 1/2 YEAR	3RD YEAR	3 1/2 YEAR	4 1/2 YEAR
			2.5%	5%									
5182-	Deputy Fire Chief, Training*	July 2007	2.00%	37.50	1501.25		1575.75		1650.50	1726.00	1800.75	1875.00	1951.25
5162-	Fire Prevention Chief*	July 2008	2.00%	38.28	1531.28		1607.27		1683.51	1760.52	1836.77	1912.50	1990.28
		Jan. 2009	1.75%	38.95	1558.08		1635.40		1712.97	1791.33	1868.91	1945.97	2025.11
		July 2009	2.00%	39.73	1589.24		1668.11		1747.23	1827.16	1906.29	1984.89	2065.61
		Jan. 2010	1.50%	40.33	1613.08		1693.13		1773.44	1854.57	1934.88	2014.66	2096.59
		July 2010	2.00%	41.13	1645.34		1726.99		1808.91	1891.66	1973.58	2054.95	2138.52
		Jan. 2011	1.75%	41.85	1674.13		1757.21		1840.57	1924.76	2008.12	2090.91	2175.94
		July 2011	3.50%	43.32	1732.72		1818.71		1904.99	1992.13	2078.40	2164.09	2252.10

\* THE WEEKLY SALARIES FOR THESE CLASSIFICATIONS INCLUDE AN ADDITIONAL 5% IN LIEU OF OVERTIME.

**APPENDIX B  
NIGHT WATCH**

House/desk watch shall be maintained during all hours with duties consistent with current practice. Effective with the implementation of First Responder, house/desk watch between 00:00 hours and 06:30 hours shall be eliminated.

## **APPENDIX C**

Furnishing of Supplies – The Fire Department will be responsible for the repair or replacement, as needed, of all stoves, refrigerators and typewriters in the firehouses, training facility and machine shop.

Parking – The City will continue the current practice with regard to on-site parking for employees and inside parking for employees with two-wheeled vehicles.

## **APPENDIX D**

It is understood and agreed that the memoranda of understanding concerning dress uniforms and work clothes wearing, making of beds and early relief are made part of the collective bargaining agreement.

Early relief shall be permitted up to one (1) hour prior to the start of the scheduled work tour.

## APPENDIX E

### THE PENSION PLAN PROVISIONS FOR BARGAINING UNIT MEMBERS UNDER THE MUNICIPAL EMPLOYEES' RETIREMENT FUND

#### A. MEMBERSHIP

All firefighters and other bargaining unit members who entered the service of the City after April 30, 1947, are enrolled as members of the Municipal Employees' Retirement Fund (The MERF Plan).

#### B. MEMBER CONTRIBUTIONS

Each employee shall contribute eight percent (8%) of earnings (plus holiday pay for forty-two (42) hour employees) excluding overtime and private jobs. An employee's contributions shall be deducted from each of such employee's paycheck and credited to such member's account in the MERF Plan. Employees will make their weekly contributions to the MERF plan with pre-tax earnings pursuant to an IRS 414(h) plan.

#### C. CITY'S CONTRIBUTIONS

The City pays the balance of the annual costs needed to maintain the fund on a sound basis, as determined by periodic actuarial studies.

#### D. ELIGIBILITY FOR NORMAL RETIREMENT

1. "Final average pay" as used in Appendix E herein shall mean the employee's weekly rate of pay immediately preceding the start of retirement multiplied by fifty-two (52) plus (i) the total amount of holiday pay for an employee who regularly performs fire suppression duties and receives the additional twelve (12) hours pay for each holiday (in accordance with Article V; Section 5.1) for the fifty-two (52) week period immediately preceding the start of retirement and (ii) any lump sum payable (in accordance with Section P of this Appendix). "Weekly rate of pay" means the employee's normal total gross weekly pay including college incentive pay (as provided in Article III, Section 3.16). "Weekly rate of pay" does not include private job earnings, overtime earnings, standby pay, any lump sum payable in accordance with Section P of this Appendix or the five percent (5%) additional compensation provided to Deputy Fire Chiefs assigned as Tour Commander. Said weekly rate of pay shall be used in calculating final average pay even when an employee is on a reduced or non-pay status. "The total amount of holiday pay" means "the employee's normal total gross holiday pay." Said total amount of holiday pay shall be used in calculating final average pay even when an employee is on a reduced or non-pay status. In the event an employee experiences a reduction in rank, "weekly rate of pay" is based upon the final rate of pay at the employee's highest growth step of the highest rank held by the employee within two (2) years immediately preceding the start of the employee's retirement.

2. For employees who were hired before July 1, 2003, normal retirement is after twenty (20) years of service. Said retiring employees will receive a pension based two and eight-tenths percent (2.8%) of final average pay for each whole year of service for the first twenty-five (25) years of continuous service and two percent (2%) of final average pay for each whole year of service thereafter provided, however, pension benefits for such employees shall be capped at eighty percent (80%) of final average pay, including military buy back and/or sick leave exchange. However, any such employees who reach eighty percent (80%) of final average pay, including military buy back and/or sick leave exchange, may purchase an additional five percent (5%) of sick leave exchange and said employees shall be capped at eighty-five percent (85%) of final average pay including military buy back and/or sick leave exchange.
3. For employees hired on or after July 1, 2003, normal retirement is after twenty (20) years of service. Said retiring employees will receive a pension based on two and one-half percent (2.5%) of final average pay for each whole year of service for the first twenty (20) years of continuous service and two percent (2%) of final average pay for each whole year of service thereafter capped at eighty percent (80%) of final average pay, including military buy back and/or sick leave exchange.
4. Any employee who transfers to the Fire Department from other City departments shall receive coverage under the provisions of the Municipal Employees Retirement Fund as such provisions relate to other firefighters, provided that employees so transferred shall be eligible for normal retirement benefits under their new coverage as defined in Appendix E and provided further that such employees must complete at least five (5) years of service in the Fire Department and, at the time of transfer, must pay into the Municipal Employees Retirement Fund a sum of money equal to the difference between what the employee has paid into the Municipal Employees Retirement Fund and what they would have paid had their entire municipal service been with the Fire Department, together with interest thereon as determined by the Pension Commission.

#### **E. EARLY RETIREMENT**

Any member may elect early retirement after their fiftieth (50<sup>th</sup>) birthday provided they have completed at least five (5) years of continuous service. In event of their early retirement such a member may elect one (1) of the following options in lieu of the refund of contributions:

1. To receive an immediate early retirement allowance which shall be determined by the Pension Commission and which shall be actuarially equivalent to the retirement allowance which they would have received if they left their contributions in the fund until the date they would have first become eligible for a normal retirement allowance; or
2. To receive an immediate early retirement allowance equal to the amount of retirement allowance they would have received if they left their contributions in the fund until the date they would have first become eligible for a normal retirement allowance reduced by two percent (2%) for each whole year by which the date of their termination of service

falls short of the date on which they would have first become eligible for a normal retirement allowance, with proration for any fraction of a year.

**F. PENSIONS PAYABLE TO DISABLED MEMBERS**

Subject to the approval of the Pension Commission, retirement allowances are payable to any member who becomes permanently disabled in accordance with the following provisions:

1. For permanent and total disability arising out of and in the course of employment as defined in the Workers' Compensation Act, irrespective of the length of service:

When a member becomes so incapacitated from engaging in any gainful employment their pension is determined as one-hundred percent (100%) of their annual pay less any weekly benefits received under the Workers' Compensation Act.

2. For service-connected permanent partial disability, arising as defined in Paragraph 1 above, which prevents the employee from performing the full duties of their class but does not prevent the employee from engaging in other gainful employment, irrespective of the length of service:

The member's pension, which is called a special disability allowance, is determined as an amount equal to what the employee would have received had the employee completed twenty (20) years of service and qualified for a regular retirement benefit under Section D of this Appendix, or for employees with more than twenty (20) years of service an amount equal to what the employee would have received had the employee qualified for and received a regular retirement benefit under Section D of this Appendix provided the employee has completed fifteen (15) or more years of continuous service. If the member has less than fifteen (15) years of service and suffers an occupational injury or disease on or after July 1, 1986 which results in disability, the employee's initial special disability allowance shall be an amount equal to what the employee would have received had the employee completed twenty (20) years of service and qualified for a regular retirement benefit under Section D of this Appendix and shall be reduced by any income from gainful employment which, together with the special disability allowance, exceeds one-hundred percent (100%) of the current rate of pay for an employee of the same or corresponding job classification held by the employee at the time of their retirement. Workers' Compensation payments or benefits do not constitute income from gainful employment in this case.

3. For non-service-connected permanent and total disability arising after completion of at least five (5) years of continuous service:

When a member becomes so incapacitated from engaging in any gainful employment, the employee's pension is equal to a specified percentage of the employee's final average pay, calculated on the same basis as described in Section D above for normal retirement allowances, except that a minimum pension equal to twenty-five percent (25%) of the employee's final average pay is provided.

4. For non-service connected permanent partial disability which prevents the employee from performing the full duties of their class but does not prevent the employee from engaging in other gainful employment and which arises after completion of at least ten (10) years of continuous service:
  - (i) The member's pension, which is called a special disability allowance, is equal to a specified percentage of the employee's final average pay, calculated on the same basis as described in Section D above for normal retirement allowances, but not less than twenty-five percent (25%) of the employee's final average pay.
  - (ii) If the member has less than fifteen (15) years of service, their special disability allowance is determined each year by reducing their initial pension by the same specified percentage of the excess, if any, of the member's earnings from gainful employment over the amount of income which a Social Security beneficiary is entitled to earn without causing a reduction in their Social Security benefits.
5. Applications for Pensions payable to disabled members shall be filed within one (1) year after incurring the disability which shall be the date the member is notified that it has been medically determined that the member has suffered a disability which will prevent them from performing the full duties of their class.
6. "Annual pay" as used in Section F herein shall mean the employee's weekly rate of pay immediately preceding the start of retirement multiplied by fifty-two (52) plus (i) the total amount of holiday pay for an employee who regularly performs fire suppression duties and receives the additional twelve (12) hours pay for each holiday (in accordance with Article V, Section 5.1) for the fifty-two (52) week period immediately preceding the start of retirement and (ii) any lump sum payable (in accordance with Section P of this Appendix). "Weekly rate of pay" means "the employee's normal total gross weekly pay including college incentive pay (as provided in Article III, Section 3.16)". "Weekly rate of pay" does not include private job earnings, overtime earnings, standby pay, any lump sum payable in accordance with Section P of this Appendix or the five percent (5%) additional compensation provided to Deputy Fire Chiefs assigned as Tour Commander. Said weekly rate of pay shall be used in calculating annual pay even when an employee is on a reduced or non-pay status. "The total amount of holiday pay" means "the employee's normal total gross holiday pay." Said total amount of holiday pay shall be used in calculating annual pay even when an employee is on a reduced or non-pay status. In the event an employee experiences a reduction in rank, "Weekly rate of pay" is based upon the final rate of pay at the employee's highest growth step of the highest rank held by the employee within two (2) years immediately preceding the start of the employee's retirement.

#### **G. VESTED RIGHTS**

Employees who have completed five (5) whole years of continuous service are vested and shall be able to collect a pension benefit as provided hereinafter.

Effective July 1, 2004, vested employees who were hired prior to June 30, 2003, shall receive two and eight-tenths percent (2.8%) of their final average pay for the first twenty-five (25) years of continuous service and two percent (2%) of final average pay for each whole year of service thereafter payable on the date they would normally have completed twenty (20) years of service.

Vested employees who are hired after June 30, 2003 shall receive two and one-half percent (2.5%) of their final average pay for each whole year of service for the first twenty (20) years of continuous service and two percent (2%) for each whole year thereafter, payable on the date they would normally have completed twenty (20) years of service.

At the time of separation from City service, an employee who has a vested pension will receive a statement signed by the appropriate City official indicating the date on which they shall first be entitled to receive a pension and the amount of said pension.

#### **H. REFUND OF MEMBER'S CONTRIBUTIONS UPON TERMINATION OF EMPLOYMENT (OTHER THAN BY DEATH)**

Upon termination of employment, a member may request the refund of the member's total contributions to The MERF Plan, without interest. This request must be made at the time they leave the service of the City or within ten (10) years thereafter, and the refund payment will be made in full settlement of the member's rights, if any, to a vested pension or other benefits provided by The MERF Plan.

#### **I. DEATH BENEFITS PAYABLE TO SURVIVING SPOUSE, CIVIL UNION PARTNER AND CHILDREN**

The benefits described below are payable to the member's surviving spouse or civil union partner provided the spouse or partner was living with the member at the time of the member's death, and provided the spouse or partner was married to the member or a party to a civil union with the member at the time of their retirement if the member's death occurs after retirement, and to their qualified dependent children who are unmarried and under age eighteen (18), or over age eighteen (18) if incapacitated from engaging in gainful employment.

1. Where the cause of death does not arise out of and in the course of the member's employment as defined in the Workers' Compensation Act, the plan provides the surviving spouse or civil union partner with an annual pension equal to twenty-five percent (25%) of the member's earnings during their last twelve (12) months of employment at full salary or fifty (50%) of the members pension, whichever is greater, payable monthly until death, remarriage, or new civil union. In addition, the plan provides a monthly pension of one hundred dollars (\$100) for the first qualified surviving child plus fifty dollars (\$50) monthly for each additional qualified child, payable to the surviving spouse or civil union partner if the children are in the spouse's or civil union partner's care, or otherwise to their guardian. The total annual pension payments for the surviving spouse or civil union partner and children are not to exceed

one-hundred percent (100%) of the member's annual pay at the time of their death or retirement.

2. Where death occurs from a cause arising out of and in the course of the member's employment as defined in the Workers' Compensation Act and before retirement, the plan provides the surviving spouse or civil union partner with a pension equal to fifty percent (50%) of member's annual pay at the time of death, payable monthly until the spouse's or civil union partner's death, remarriage, new civil union or as required by Connecticut General Statutes § 7-433b (a). In addition, the plan provides for each qualified surviving child who is unmarried and under age eighteen (18), or over age eighteen (18) if incapacitated from engaging in gainful employment, a pension equal to ten percent (10%) of such annual pay (increased to fifteen percent (15%) if there is no surviving spouse or civil union partner), but the total pensions for the surviving spouse or civil union partner and children are limited to a maximum of seventy-five percent (75%) of the member's annual pay. Such pension benefits for the surviving spouse or civil union partner and children are subject to reduction during their compensable period so that the total annual amount including weekly Workers' Compensation payments shall not exceed one-hundred percent (100%) of the member's annual pay at the time of death.

If death occurs after the member retires with a service-connected disability pension, the same pension benefits set forth in this Paragraph 2 are payable to the member's survivors so long as the member qualifies for weekly Workers' Compensation benefits, the amounts of such pensions being based on the member's annual pay at the time of the member's retirement.

**J. REFUND OF CONTRIBUTIONS PAYABLE TO THE NAMED BENEFICIARY OF A DECEASED MEMBER**

This benefit, which is payable only if there is no spouse, civil union partner or child who qualifies for a survivor's pension, is equal to the member's total contributions without interest, less any pension payments made to the member prior to the member's death. Also, upon termination of pension payments to the last qualified survivor (as described in Section I above), a refund is made of any excess of the member's contributions over the total pension payments made to the member and to the member's survivors. A member can designate a beneficiary for this benefit by completing a form, which may be obtained from the City Treasurer's Office. Upon completion, said beneficiary form must be filed with the City Treasurer's Office.

**K. CONTINUOUS SERVICE**

In determining the member's qualification for pension benefits, periods of absence of not more than ninety (90) days in one year are disregarded. Further, any absence of more than ninety (90) days is not considered to break the continuity of service if caused by disability involving the regular attendance of a physician, or if authorized as a leave of absence by the Court of Common Council. However, such periods of absence are not included in determining the amount of the member's pension. After any other period of absence, a returning member may obtain credit for their previous service provided the member repays any contributions previously withdrawn plus

interest, but the member's eligibility for retirement pension will require the completion of five (5) years of continuous service following the date of their re-employment. There is no time limit within which an employee must exercise the aforementioned right.

**L. ASSIGNMENTS PROHIBITED**

All pensions and benefits of The MERF Plan are for the support of the member and the member's qualified survivors. They are not subject to assignment and are exempt from the claims of creditors to the maximum extent permitted by law.

**M. SERVICE CREDIT**

The pension includes credit for all service, including any period of military or related service during World War II, for which the member has paid the required contribution to The MERF Plan. It also includes credit for the member's period of service in the Armed Forces or during the Korean Conflict, from June 27, 1950 to October 27, 1953, provided the member was employed by the City at the time of entry into such service.

**N. MILITARY BUY BACK**

Effective January 1, 1992, an employee whose retirement becomes effective on or after that date may purchase up to four (4) years of military service in the Armed Forces of the United States for periods of active military service, any of which occurred during the periods set forth in Section 27-103 of the General Statutes of the State of Connecticut, at the rate payable at the time of entry into City service, with interest at the rate of seven percent (7%) per annum. The period of such service for which the employee receives credit shall be counted for the purpose of computing the amount of the employee's retirement allowance provided such employee shall have completed ten (10) years of continuous service or fifteen (15) years of active aggregate service with the City of Hartford or shall be retired prior thereto, due to disability incurred in the course of the employee's employment. This military buy back provision shall not be used to establish eligibility for normal retirement benefits under Section D of this Appendix, but shall be used as additional service credits for employees who are qualified or become qualified for normal or disability retirement benefits. Each additional year of pension service purchased pursuant to this Section shall be equal to two and one-half percent (2.5%) of final average pay/annual pay.

The purchase of military leave for new employees must be completed within one (1) year after completion of the employee's initial probation period. However, any employee who purchases military leave after one (1) year may do so with an additional two percent (2%) per year interest penalty. Finally, if Connecticut General Statutes § 27-103 is amended to include additional conflicts, employees may purchase said additional military time within one (1) year from the effective date of the amendment, provided, however, employees who complete the purchase after one (1) year may do so with a two percent (2%) per year penalty. Any purchased period of military service which is less than a year, may be added to City service in order to make up a complete year.

#### **O. SICK LEAVE EXCHANGE**

An employee whose retirement becomes effective on or after July 1, 1993 shall exchange, upon retirement and prior to any formula reduction, a portion of the employee's accumulated sick leave for up to four (4) years (in whole years only) of additional pension service time for the purpose of computing the amount of the employee's retirement allowance provided, however, such additional service time shall not be used for establishing eligibility for normal retirement benefits under Section D of this Appendix, but shall be used as additional service credits for employees who are qualified or become qualified for normal or disability retirement benefits. Each additional year of pension service acquired pursuant to this Section shall be equal to two and one-half percent (2.5%) of final average pay/annual pay. For the purpose of exchange by forty-two (42) hour per week employees under this Section, twenty (20) shifts (one hundred twenty (120) hours) shall equal one (1) year of additional pension service time. For the purpose of exchange by forty (40) hour per week employees under this Section, sixteen (16) shifts (one hundred sixty (160) hours) shall equal one (1) year of additional pension service time. Any accumulated sick leave remaining after the exchange shall be subject to the provisions of Article V, Section 5.3.

However, an eligible employee who receives a pension consistent with the benefits outlined in Section D, Paragraph 2 of this Appendix shall exchange, upon retirement and prior to any formula reduction, a portion of their accumulated sick leave for up to an additional two (2) years of pension service time for the purpose of computing the amount of the employee's retirement allowance and may be used as additional service credits for employees who are qualified or become qualified for normal or disability retirement benefits. Each additional year of pension service acquired pursuant to this Section shall be equal to two and one-half percent (2.5%) of final average pay/annual pay. For the purpose of exchange under this Paragraph, twenty (20) shifts (one hundred twenty (120) hours) shall equal one (1) year of additional pension service time for forty-two (42) hour per week employees, and sixteen (16) shifts (one hundred sixty (160) hours) shall equal one (1) year of additional pension service time for forty (40) hour per week employees provided, further, that an eligible forty-two (42) hour per week employee may purchase a partial year of pension credit with each four (4) shifts (twenty-four (24) hours) of accumulated sick leave equaling one-half percent (0.5%) of final average pay/annual pay and an eligible forty (40) hour per week employee may purchase a partial year of pension credit with each three and two-tenths (3.2) shifts (thirty-two (32) hours) of accumulated sick leave equaling one-half percent (0.5%) of final average pay/annual pay.

#### **P. LUMP SUM PAYMENT**

An employee hired before May 19, 2009 and whose effective date of retirement is on or after June 24, 2012 shall receive a lump sum payment of five hundred dollars (\$500) in the employee's final week of pay. Said lump sum payment shall be included in calculating such employee's "Final Average Pay" or "Annual Pay," as applicable and as set forth in Section D, Paragraph 1 and Section F, Paragraph 6 of this Appendix, respectively.

**NOTICE**

Appendix E is not intended to include all rights or responsibilities of employees in regard to pension benefits. In the event of a difference between the provision of Appendix E and any provision of the City Charter, the Municipal Code, Regulations or this Agreement, it is the intention of the parties that the more liberal interpretation regarding the granting of rights and/or benefits to an employee shall prevail.

## APPENDIX F

Fire Department personnel will turn off illegally opened fire hydrants under the following conditions:

- Only engine companies and ladder companies may be dispatched to shut off illegally opened fire hydrants within their respective response areas.
- The Fire Department administration shall establish policies intended to avoid an undue burden on certain companies during certain times of the year, especially with regard to repeated calls to respond to the same area after dark.
- In all open hydrant situations, the responding company shall remain on line, and the person in charge has the authority and responsibility to leave the area if in the exercise of reasonable judgment a possibility of confrontation exists.
- Overall responsibility for the hydrant lock program remains with the Special Services Unit.
- The Fire Department administration, with input from the Union, will define areas that Fire Suppression Division personnel will not respond to for reports of illegally opened hydrants.

**APPENDIX G**  
**DRUG & ALCOHOL TESTING**

The procedures outlined in this Appendix for drug and alcohol testing shall be subject to all other applicable Articles of this Collective Bargaining Agreement between the City of Hartford and the Hartford Fire Fighters Association.

**Section 1: POLICY**

The City of Hartford and the Hartford Fire Fighters Association recognize that illegal drug use by employees would be a threat to the public welfare and the safety of Fire Department personnel. It is the goal of this Policy to eliminate or remedy illegal drug usage through education and rehabilitation of the affected personnel. The use of alcoholic beverages or unauthorized drugs shall not be permitted at the employer's work sites and/or while an employee is on duty, nor shall an employee be under the influence of alcohol or illegal drugs while on duty.

**Section 2: INFORMING EMPLOYEES ABOUT DRUG & ALCOHOL TESTING**

All employees shall be fully informed of the Fire Department's Drug and Alcohol Testing Policy. Employees will be provided with information concerning the impact of the use of alcohol and drugs on job performance. In addition, the City shall inform the employees on how the tests are conducted, what the test can determine, the consequence of testing positive for drug use, and any drug or alcohol counseling, rehabilitation, and employee assistance programs that are available. All newly hired employees will be provided with this information during their initial period of training. No employee shall be tested before this information is provided to him/her. All Fire Department employees who hold a supervisory position will be required to attend training which is mutually accepted by the Union and the City with regard to drug and alcohol use and the physical, behavioral and performance indicators of possible drug and alcohol use that will be used in determining whether an employee is subject to reasonable suspicion testing as outlined in this Appendix.

**Section 3: EMPLOYEE TESTING**

One hundred and twenty (120) days after the implementation of this Drug and Alcohol Testing Policy, the City shall commence the one-time random testing of all bargaining unit members for drug or alcohol abuse utilizing the procedures outlined herein in Sections 6, 7 and 8. Said one-time random testing shall be completed within one hundred and twenty (120) days of the commencement of the testing, providing any bargaining unit members absent from work during this testing period shall be tested on their first scheduled weekday tour after returning to work or as soon thereafter as practicable. Thereafter, no employee will be tested for drug or alcohol abuse unless there exists reasonable suspicion to believe that the employee to be tested is under the influence of illegal drugs or alcohol.

After the initial testing referenced in this Section, mass testing is prohibited, random testing is prohibited unless it is part of follow-up care for rehabilitation, as referenced in Section 11. Any Fire Department officer who has reasonable suspicion to suspect that an employee is under the influence of illegal drugs or alcohol while on duty shall immediately inform the Tour Commander. Any Deputy Fire Chief who believes there is reasonable suspicion to suspect that

an employee is under the influence of alcohol or illegal drugs shall immediately inform the Fire Chief, or Acting Fire Chief, for purposes of confirming the reasonable suspicion. The Fire Chief, or Acting Fire Chief, shall contact the Union President, Vice President or Secretary-Treasurer for the purpose of informing and involving the appropriate and available Union representative. The Fire Chief, or Acting Fire Chief, may then order the employee to report to a medical facility and provide blood and urine samples for testing.

In the presence of the employee and Union representative, the supervisor shall present the observations establishing the reasonable suspicion for testing. Upon hearing the supervisor's confirmed observations, the employee shall receive a written description of the Drug and Alcohol policy, rights, obligations, and options and shall be presented with the opportunity to immediately self-refer to the employee assistance program. This "self-referral after confrontation" option shall only be available to an individual once in any two (2) year period.

While the observations of the Union representative may be solicited and are relevant in the context of the joint Employer/Union commitment to addressing the problem of substance abuse, Union representatives will not be expected to give their assent to the decision to require testing or to take other management action.

An employee who does not self-refer into the employee assistance program and refuses to go to a medical facility, after being informed of the observations establishing probable cause and of the requirement for immediate fitness for work examination and provision of blood and urine samples, will be subject to disciplinary action, up to and including discharge.

If requested, the employee shall sign consent forms authorizing:

1. The medical facility to withdraw a specimen of blood and urine.
2. The testing laboratory to release the results of the testing to the medical facility for physician review and to the Employer.

At the employee's discretion, he/she may authorize the same release as defined in (2) to the Union.

By signing these consent forms, the employee does not waive any claim or cause of action under the law.

An employee's refusal to sign the release shall constitute a refusal to be examined and tested, subject however, to the following:

An employee who refuses to be examined and tested shall be encouraged to go to the medical facility for this purpose, with the understanding that blood and urine samples drawn will not be tested unless that employee, within twenty-four (24) hours, authorizes that these be tested. If, at the end of this period, the employee still refuses to have the samples tested, the employee will be subject to disciplinary action, up to and including discharge, unless the employee agrees, within the same twenty-four (24) hour period, to self-refer into the employee assistance program.

Any officer who has begun this process by notifying a superior officer that an employee appears to be under the influence of illegal drugs or alcohol shall submit in writing to the Fire

Chief a confidential report of the physical, behavioral or performance indicators observed which resulted in that suspicion. Such report shall be made within forty-eight (48) hours of the incident and shall be considered within the scope of said officer's employment. Failure to follow any of these procedures shall result in the elimination of the test results as if no test had been administered. The test results shall be destroyed and no discipline shall be levied against the employee.

#### **Section 4: REASONABLE SUSPICION**

"Reasonable Suspicion" means a basis for forming a belief based on specific facts and rational inferences drawn from those facts. Reasonable suspicion shall not be based solely on an observation (for example, an employee has bloodshot eyes). In general, reasonable suspicion exists where one or more of the following occur:

1. A supervisor personally saw the employee consume drugs or alcohol while on duty or on City property; or
2. A supervisor personally observed signs of drug or alcohol use, such as the odor characteristic of alcoholic beverages on the employee's breath, slurred speech, impaired coordination when walking, bizarre or irrational behavior, odor of marijuana about the person, etc. and the supervisor believes that the employee is presently under the influence of alcohol or drugs; or
3. An informant who identifies him/herself and is willing to testify, reports to a supervisor that he/she saw the employee use drugs or alcohol while on duty or on City premises; or
4. An employee is charged with a drug-related arrest.

Paragraphs one through four above are for the purpose of illustration and do not exhaust all possibilities.

In general, reasonable suspicion does not exist where:

1. An anonymous letter alleges the employee is a drug user; or
2. A telephone caller who will not identify him/herself, or who is not willing to testify, claims, for example, to have seen the employee smoke marijuana; or
3. The allegation is based on mere rumors within the Fire Department.

Paragraphs one through three above are for the purpose of illustration and do not exhaust all possibilities.

#### **Section 5: CONFIDENTIALITY**

Confidentiality must be maintained during the entire process. No individual involved in the process shall reveal any of the details or particulars of any incident to anyone other than is necessary to implement the process or in connection with the any grievance that relates to such an incident. Any violation of this confidence will subject the violator to the most severe

disciplinary action. It is also agreed that anyone knowingly bringing false charges against an individual or using this procedure for harassment or personal reasons will be subject to disciplinary action up to and including discharge.

#### **Section 6: SAMPLE COLLECTION**

The collection and testing of samples shall be performed only by a laboratory and by a physician or health care professional qualified and authorized to administer and determine the meaning of any test results. The laboratory used shall be one whose procedures are periodically tested by National Institute on Drug Abuse (NIDA), where they analyze unknown samples sent to an independent party.

Collection of blood or urine samples shall be conducted in such a manner, which provides the highest degree of security for the sample and freedom from adulteration. Recognized strict chain-of-custody procedures must be followed for all samples, as set by NIDA. The Union and the City agree that security of the biological urine and blood samples is absolutely necessary; therefore, the City agrees that if the security of the sample is compromised in any way, any positive test shall be invalid and may not be used for any purpose.

A split sample shall be reserved in all cases for an independent analysis in the event of a positive test result. The second sample, the "split," exists solely as an added safeguard for an employee who has been notified that he/she has tested positive for drugs. Within seventy-two (72) hours after an employee has been notified by a Medical Review Officer of a confirmed positive drug test, the employee can request that the "split" be sent to another NIDA certified laboratory for analysis. All samples must be stored in a scientifically acceptable preserved manner as established by NIDA. All positive confirmed samples and related paperwork must be retained by the laboratory for at least six (6) months or for the duration of any grievance, disciplinary action, or legal proceeding, whichever is longer.

Tests shall be conducted in such a manner that an employee's legal drug use and diet does not affect the test results.

#### **Section 7: TESTING PROCEDURES**

The laboratory shall test for only the substances and within the limits for the initial and confirmation test as provided within NIDA standards. The initial test shall use an immunoassay, which meets the requirements of the Food and Drug Administration for commercial distribution. The testing shall be done by the selected laboratory and the standards shall be those spelled out in 49 CFR Part 40, page 540 (10-1-93 edition or current equivalent).

Any sample, which has been adulterated or is shown to be a substance other than urine, shall be reported as such. All samples which test positive on a screening test shall be confirmed by gas chromatography mass spectrophotometry or other new and improved procedure. No records of unconfirmed positive tests shall be released by the laboratory.

The Union and the City shall select a Medical Review Officer who is suitably trained to interpret test results and interview the tested employee to determine that any positive test results are the result of illegal drug use.

All results shall be evaluated by the Medical Review Officer prior to being reported to

the Fire Chief, or Acting Fire Chief.

The test results shall not be reported outside of the Fire Department except as is necessary to implement this process.

#### **Section 8: ALCOHOL TESTING**

A breathalyzer or similar test equipment shall be used to screen for alcohol use and, if positive, shall be confirmed by a blood alcohol test performed at the laboratory. This screening test shall be performed by a qualified individual or laboratory, utilizing equipment certified by the Connecticut State Police. An initial positive alcohol level shall be above the legal limit as determined by Connecticut Statute. If initial testing results are negative, testing shall be discontinued, all samples shall be destroyed and records of the testing shall not be entered into the employee's file. Only specimens identified as positive on the initial test shall be confirmed using a blood alcohol level. Sample handling procedures, as detailed in Section 6, shall apply. A positive blood alcohol level shall be above the legal limit as determined by Connecticut Statute. If confirmatory testing results are negative, all samples shall be destroyed and records of the testing shall not be entered into the employee's file.

#### **Section 9: REHABILITATION/EMPLOYEE ASSISTANCE PROGRAM**

Each person whose urine or blood tests positive for illicit drugs or alcohol shall be medically evaluated, counseled and treated for rehabilitation, if required. No member of the Fire Department shall be discharged for illegal drug use without first having been offered the opportunity to discontinue use either through personal choice or by treatment for chemical dependency, if such treatment is necessary. Employees who voluntarily come forward and ask for assistance to deal with a drug or alcohol problem shall not be subject to disciplinary action solely on the basis of that drug or alcohol problem. No disciplinary action will be taken against an employee unless he/she refuses the opportunity for rehabilitation, fails to complete a rehabilitation program successfully, or again tests positive for drugs within two years of completing an appropriate rehabilitation program. This program is designed to provide care and treatment to employees who are in need of rehabilitation. Details concerning treatment that any employee receives at this program shall remain confidential and shall not be released to the public other than is necessary to implement the program or in connection with any grievance or dispute that relates to said treatment. The City shall provide the cost of the treatment in accordance with the City's Health Plan.

No employee shall be relieved or transferred to other than his usual duties on the basis of one test result, although the employee may be re-evaluated for his/her duty assignment. While undergoing treatment and evaluation, employees shall receive the usual compensation and fringe benefits at their assigned position until they have depleted their accrued banks of authorized leave (i.e., sick leave, vacation leave, etc.), at which time they would be on Sick Leave without pay.

#### **Section 10. RIGHT OF APPEAL**

Each employee retains the right to challenge any aspect of the drug testing program in the same manner that he/she may grieve an action in accordance with the Collective Bargaining Agreement.

## **Section 11. DUTY ASSIGNMENT AFTER TREATMENT**

Once an employee successfully completes rehabilitation, he/she shall be returned to his/her regular duty assignment. Employee reassignment during treatment shall be based on each individual's circumstances.

If follow-up care is prescribed after treatment, this may be a condition of employment. At the end of two (2) years from the date an individual returns to his/her regular duty assignment, the records of treatments and positive drug test results shall be retired to a closed medical record. The employee shall be given a fresh start with a clean administrative record in regard to drug or alcohol use of treatment (as limited by the Connecticut Freedom of Information Act).

## **Section 12. RIGHT OF UNION PARTICIPATION**

At any time, the Union, upon request, will have the right to inspect and observe any aspect of the drug and alcohol testing program with the exception of individual test results and City administrative discussions. The Union may inspect individual test results if the release of this information is authorized by the employee involved.

## **Section 13: UNION HELD HARMLESS**

This drug and alcohol testing program is solely initiated at the behest of the City of Hartford. The City shall be liable solely for its' legal obligations and costs arising out of the provisions and/or application of this Collective Bargaining Agreement relating to its' responsibilities for drug and alcohol testing. The Union shall be held harmless from any claims concerning the City's responsibilities for drug and alcohol testing.

## **Section 14: CONFLICT WITH OTHER LAWS**

This Appendix is in no way intended to supersede or waive an employee's federal or state constitutional rights.

## **Section 15: EMPLOYEE ASSISTANCE COORDINATOR**

The EAP Coordinator, which shall be a full time permanent position mutually agreed upon by the Fire Chief and the Union President and who shall be a sworn member of the Hartford Fire Department, shall perform the following duties:

1. Maintain all information supplied by the drug testing agency in a secure location.
2. Schedule testing under the following conditions: Employees shall be tested by company, up to three (3) companies at a time and up to three (3) cycles of companies per day. Employees tested shall be off the line. Forty (40) hour employees shall be tested Monday through Friday during the one hundred and twenty (120) day period. Employees who are off duty when their company is tested shall be tested on their next scheduled weekday shift or as soon thereafter as practicable. Employees on authorized leave during the one hundred and twenty (120) day testing period shall be tested on their first scheduled weekday shift after returning from leave or as soon thereafter as practicable.

3. Notify the Tour Commander at the start of the tour of the companies to be tested during that tour.
4. Notify the employee's officer at the beginning of the affected employee's shift of the employee's selection for urinalysis drug testing. The officer will then notify the employee and direct the employee to report to the collection site. No one will be excused from random testing unless exigent circumstances arise and the excuse is approved by the Fire Chief or the Fire Chief's designated representative.

The Employee Assistance Coordinator shall have the following duties as they relate to this Policy:

1. The Employee Assistance Coordinator shall assure, through whatever means necessary, that reasonable efforts are made to notify all members and their families of the dangers of chemical dependency, the services offered through the Employee Assistance Program, and the confidential non-punitive nature of the program.
2. Assist in the education efforts of the City and the Union in relation to this Drug and Alcohol Testing Policy.
3. Offer the services of the Employee Assistance Program to any employees and their families who have been identified as testing positive as the result of a urinalysis drug test.
4. Assumes the duties of the Ryan White Officer.
5. Maintains the records for the OSHA physicals.

#### **Section 16: REVIEW AND EVALUATION**

A committee consisting of two (2) representatives designated by the Fire Chief and two (2) representatives designated by the Union shall meet every twelve (12) months to review and evaluate the this Policy.

This committee shall have the authority to make recommendations to alter this Policy. However, any alteration proposed by the committee must be mutually agreed to by the City and the Union.

**APPENDIX H**  
**PROMOTIONAL STANDARDS**

The City shall conduct tests for promotional positions within the Fire Suppression Division in such a time frame that the maximum time between the exhaustion or expiration of one (1) list and the creation of a new list for the same class will not exceed one (1) year.

Should an eligible list for a promotional support division position be exhausted or expire, the City shall create a new list in a time frame not to exceed one (1) year from when the position becomes vacant. The promotional support division positions include: Fire Prevention Chief, Fire Prevention Captain, Fire Prevention Lieutenant, Deputy Fire Chief Training, Fire Captain Training, Fire Lieutenant Training, Superintendent Fire Alarm Communication Technology Division, Supervisor Fire Alarm Communication Technology Division, Superintendent Fire Equipment Maintenance Division, Supervisor Fire Equipment Maintenance Division, Fire Captain Special Services and Fire Lieutenant Special Services.

Should the City experience exigent circumstances or conditions that may result in the City being unable to meet its contractual obligations for the creation of certified promotional lists, as outlined in this Appendix H, the Union agrees to meet and discuss satisfactory, alternative resolutions that will result in an expeditious completion of the promotional testing process for the identified positions. Both parties must mutually agree to any action or deviation from the conditions set forth in this Appendix H.

This Appendix will not apply in the event a civil action is brought against the City for any such test; however, this Appendix shall continue to apply to all other tests for promotional positions as identified above.

On or before January 1, 2008, the City and the Union shall establish a mutually agreeable reading and study list for each bargaining unit promotional classification. The Fire Department will issue this reading and study list as a Fire Department Official Notice, and it shall be reviewed annually by the Fire Department Joint Health & Safety Committee in order to maintain a current and germane list. In any case, the current or revised reading and study list shall be issued annually by Fire Department Official Notice.

**APPENDIX I**

**City of Hartford Fire Union's Medical Plan  
 Firm #000675-129  
 Century Preferred  
 Benefits at a Glance**

	<b>In Network You Pay:</b>	<b>Out-of-Network You Pay:</b>
Office Visit Copayment	\$20	Deductible & Coinsurance
Hospital Copayment	\$150	Deductible & Coinsurance
Emergency Room Copayment – <i>waived if admitted</i>	\$100	\$100
Outpatient Surgery Copayment	No Charge	Deductible & Coinsurance
Annual Deductible ( <i>Individual/2-Member Family/3+ Member Family</i> )	Not Applicable	\$250/\$500/\$500
Coinsurance		20% after deductible up to
Coinsurance Maximum ( <i>Individual/2-Member Family/3+ Member Family</i> )		\$1,000/\$2,000/\$2,000
Lifetime Maximum	Unlimited	Unlimited

**PREVENTIVE CARE**

Well Child Care* <i>Birth to 35 months 3 Years to 17 Years</i>	No Charge \$5 Copayment	Deductible & Coinsurance
Periodic, Routine Health Examinations*	\$20 Copayment	
Routine Eye Exams – <i>One exam every calendar year</i>	\$20 Copayment	
Routine OB/GYN Visits – <i>One exam per year</i>	\$20 Copayment	
Mammography <i>1 Baseline age 35 – 39 years 1 Screening per year age 40+ Additional exams when medically necessary</i>	No Charge	
Hearing Screening – <i>Covered once every calendar year</i>	\$20 Copayment	

**MEDICAL CARE**

Primary Care Office Visits	\$20 Copayment	Deductible & Coinsurance
Specialist Consultations	\$20 Copayment	
OB/GYN Care	\$20 Copayment	
Maternity Care – <i>Initial visit subject to copayment; no charge thereafter</i>	\$20 Copayment	
Laboratory	No Charge	
X-Ray and Diagnostic Testing	No Charge	
Allergy Services <i>Office visits/testing Injections – 80 visits in 3 years</i>	\$20 Copayment No Charge	

**HOSPITAL CARE – Prior Authorization Required.**

Semi-Private Room	\$150 Copayment	Deductible & Coinsurance
Maternity and Newborn Care	\$150 Copayment	
Skilled Nursing Facility – <i>Up to 120 days per calendar year</i>	\$150 Copayment	
Rehabilitation Services – <i>Up to 60 days per person per calendar year – excess days covered as out of network</i>	No Charge	
Outpatient Surgery – <i>In a hospital or surgi-center</i>	No Charge	

**EMERGENCY CARE**

Walk-In Centers	\$20 Copayment	Deductible & Coinsurance
Emergency Care – <i>Copayment waived if admitted</i>	\$100 Copayment	\$100 Copayment
Urgent Care	\$25 Copayment	Not Covered
Ambulance – <i>Air subject to maximum per trip</i>	No Charge	No Charge

**OTHER HEALTH CARE**

Outpatient Rehabilitative Services <i>50 visit maximum for PT, OT &amp; Chiro per year – excess covered as out of network</i> <i>PT and OT</i> <i>ST and Chiro</i>	No Charge \$20 Copayment	Deductible & Coinsurance
Prosthetic Devices	No Charge	
Durable Medical Equipment	No Charge	
Breast Implant Removal - <i>\$1,000 Maximum</i>	No Charge	
Lasik Surgery ( <i>Coverage available for employee only</i> )	No Charge	Not Covered
Sex Change Operation	Not Covered	Not Covered
Rogaine	Not Covered	Not Covered

**MENTAL HEALTH/SUBSTANCE ABUSE CARE**

Inpatient	\$150 Copayment	Deductible & Coinsurance
Outpatient/Office Visits	\$20 Copayment	

**Dependent age maximum is as outlined in Connecticut General Statute § 38a-497 or to a minimum age of nineteen (19) or age twenty-four (24) if qualified**

**\*Schedule of Health Examinations:**

- One (1) exam per month from birth through six (6) months
- One (1) exam every two (2) months from six (6) months through eleven (11) months
- One (1) exam every three (3) months from twelve (12) months through twenty-three (23) months
- One (1) exam every six (6) months from twenty-four (24) months through thirty-five (35) months
- One (1) exam annually from three (3) through seventeen (17) years
- One (1) exam every three (3) years from eighteen (18) through twenty-nine (29) years
- One (1) exam every two (2) years from thirty (30) through forty-nine (49) years
- One (1) exam annually from fifty (50) years and older

**Note:** In situations where the member is responsible for obtaining necessary precertification or prior authorization and fails to do so, benefits may be reduced or denied.

Please refer to the *SpecialOffers@Anthem* for information on the discounts offered on health-related services and products.

*This does not constitute your health plan or insurance policy. It is only a general description of the plan. The following are examples of services NOT covered by your Century Preferred Health Plan. Please refer to your Certificate/Evidence of Coverage/Summary Booklet for more details: Cosmetic surgeries and services; custodial care; genetic testing; hearing aids; services and supplies related to, as well as the performance of, sex change operations; travel expenses; vision therapy; services rendered prior to your contract effective date or rendered after your contract termination date; and workers' compensation.*

**CITY OF HARTFORD  
MANAGED RX PLAN**

**\$5 CO-PAYMENT GENERIC DRUGS  
\$15 CO-PAYMENT BRAND-NAME DRUGS  
Unlimited Maximum**

Description of Benefits		You Pay:
Generic Drugs	The term "generic" refers to the active chemical ingredient contained in a prescription drug. Generic drugs must contain the same active ingredient as their brand-name counterpart.	\$ 5
Brand-Name Drugs	The term "brand-name" refers to the advertising name of a prescription drug.	\$15
Annual Maximum	Per member per calendar year	Unlimited
Mail Order	Up to a one hundred (100) day supply (see below)	\$ 0

**Pharmacy Programs  
Voluntary Mail-Service Program**

Members have access to the City's Prescription, the voluntary mail-service drug program for members who regularly take one or more types of maintenance drugs. Members can order up to a 100-day supply of these medications and have them delivered directly to their home. There is no copayment and no annual maximum for City of Hartford employees when using the mail order service.

**National Pharmacy Network**

Members also have access to a network of more than 54,000 participating pharmacies throughout the country. Members may call 1-888-207-4214 to locate a participating pharmacy when traveling outside the state.

**Points to Remember  
Full Payment For Prescription Drugs Purchased At A Participating Pharmacy**

The City's carrier will provide coverage for prescription drugs dispensed by a participating pharmacy when prescription drugs are medically necessary and dispensed pursuant to a prescription issued by a physician, subject to copayment.

**Prescription Drugs From A Non-Participating Pharmacy**

Members who fill prescriptions at a non-participating pharmacy are responsible for payment at the time the prescription is filled. Members must submit claims to the City's carrier for reimbursement, and payment will be sent to the member. Members who use non-participating pharmacies will pay 20% of the in-network allowance plus the difference between the City's carrier's payment and the pharmacist's actual charge.

**Generic Substitution**

Prescriptions will be filled with generic equivalents, except in cases where the prescribing physician indicates *dispense as written*. In those cases, the member will be responsible for the brand-name copayment. In cases where the physician does not indicate *dispense as written* on the prescription, and the member chooses the brand-name drug, the member will be responsible for the brand-name copayment as well as the difference in cost between the generic and brand-name drug.

**Prescription Drug Eligibility**

Eligible prescription drug benefits are limited to injectable insulin and those drugs, biologicals, and compounded prescriptions that are required to be dispensed only according to a written prescription, and included in the United States Pharmacopoeia, National Formulary, or Accepted Dental Remedies and New Drugs, and which, by law, are required to bear the legend: "Caution—Federal Law prohibits dispensing without a prescription" or which are specifically approved by the Plan.

**Limits and Exclusions**

*The maximum supply of a prescription drug for which benefits will be provided when dispensed under any one prescription is a 34-day supply or 100-unit dose, whichever is greater, and up to a 100-day supply for any covered drug used for the treatment of certain chronic conditions. All prescriptions are subject to the quantity limitations imposed by state and federal statutes.*

*This drug rider does not provide drugs dispensed by other than a licensed, retail pharmacy. Any drug not required for the treatment or prevention of illness or injury; vaccines or allergenic extracts; devices and artificial appliances; needles and syringes that are not prescribed by a physician for the administration of a covered drug; prescriptions dispensed in a hospital or skilled nursing facility; drugs for use in connection with drug addiction; drugs that may be purchased without a prescription (non-legend drugs); antibacterial soaps/detergents, shampoos, toothpastes/gels and mouthwashes/rinses; or contraceptive devices.*

*This is not a legal contract. It is only a general description of the \$5 generic/\$15 brand-name Copayment Prescription Drug Rider with an unlimited maximum. Please consult the subscriber agreement or prescription drug rider for a complete description of benefits and exclusions applicable to your coverage.*

AGREEMENT

Effective with the implementation of the First Responder program, each ladder truck will be equipped with a minimum compliment of 600 feet of 3.5 inch or 4 inch hose.

The utilization of this hose, as a supply line, is at the discretion of the Incident Commander at second alarm and/or greater and prolonged incidents.

Pumps and Ladder Trucks, as always, are to be utilized if necessary, at working fires, providing that the Ladder Company members are assigned as follows:

Two Ladder Company persons assigned in the bucket.

One Ladder Company person assigned to the pedestal.

One Ladder Company person assigned to the pump.

*[Signature]*  
For the City

*Thomas DiSipio*  
For the Union

22703  
Date

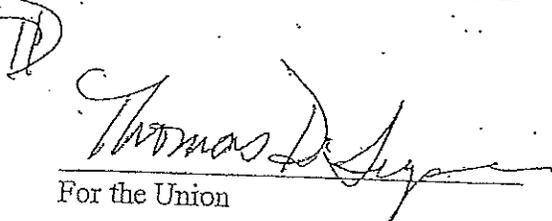
6/21/00  
Date

MEMORANDUM OF UNDERSTANDING

The City of Hartford and the Hartford Fire Fighters Association, I.A.F.F. Local 760, AFL-CIO-CLC, agree that should all employee groups within the City of Hartford institute a bi-weekly payroll period that this memorandum will serve as an agreement between the parties that bargaining unit members of the Hartford Fire Department will be paid on a bi-weekly pay period, and that payments or deductions identified in the collective bargaining shall be made bi-weekly.

  
For the City

4/24/03  
Date

  
For the Union

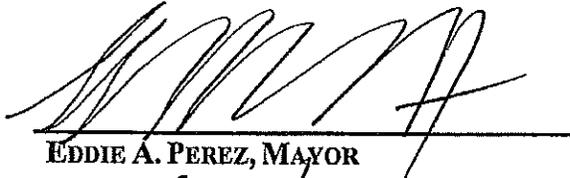
4/24/03  
Date

**Memorandum of Understanding**

The City of Hartford and the Hartford Fire Fighters Association agree that effective upon the signing of this Agreement that any member that has an effective retirement date prior to June 24, 2012, will receive in his or her final week of pay only the weekly rate of pay he or she would have received had a portion of the general wage increases previously negotiated for Fiscal Years 2009-10 and 2010-11 had not been deferred. Such weekly rates of pay are identified in Appendix A of the July 1, 2009 – June 30, 2016 Collective Bargaining Agreement.

*UBP*

**CITY OF HARTFORD**



**EDDIE A. PEREZ, MAYOR**

5/19/09  
**DATE**

**THE HARTFORD FIRE FIGHTERS ASSOCIATION**



**VINCENT FUSCO, PRESIDENT**

5/19/09  
**DATE**

**Memorandum of Understanding**

The City of Hartford and the Hartford Fire Fighters Association agree that effective upon the signing of this Agreement that the calculation of the equivalent monthly premium rate shall be described in Section 3.5, Paragraph 10 of the 2009-2016 Collective Bargaining Agreement. The parties agree that any prior variance from Section 3.5, Paragraph 10 of any previous Collective Bargaining Agreement shall be considered to have occurred in good faith; therefore, the Union shall not file any grievance(s) over prior variances.

**CITY OF HARTFORD**

  
\_\_\_\_\_  
**EDDIE A. PEREZ, MAYOR**

5/19/09  
\_\_\_\_\_  
**DATE**

**THE HARTFORD FIRE FIGHTERS ASSOCIATION**

  
\_\_\_\_\_  
**VINCENT FUSCO, PRESIDENT**

5/19/09  
\_\_\_\_\_  
**DATE**